



CITY OF FORT PIERCE TECHNICAL REVIEW COMMITTEE

AGENDA

Virtual Meeting of the Fort Pierce Technical Review Committee to be held Thursday, June 18, 2020

1. **New Business:**
 - a. Annexation – Sunrise Tabernacle Church - 3280 S. 25th Street
 - b. Conditional Use - Arenas Vacation Rental - 1218 S. 11th Street
 - c. Conditional Use - France Vacation Rental - 1361 Binney Drive
 - d. Conditional Use – Dune Crossover – 618 S. Ocean Drive
 - e. Minor Site Plan – 7-Eleven – 2423 Orange Avenue
 - f. Major Site Plan – Blue Sky Landing – 2419-211-0004-000-8

Technical Review Committee -Virtual

1. a.

Meeting Date: 06/18/2020

REQUESTED ACTION

Annexation – Sunrise Tabernacle Church - 3280 S. 25th Street

LOCATION

3280 South 25th Street

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Approval

Attachments

TRC Packet

Form Review

Form Started By: Brandon Creagan

Started On: 06/04/2020 11:24 AM

Final Approval Date: 06/04/2020



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
LIEUTENANT WAYNE BOYER, 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# 20-02000002

DATE: JUNE 4, 2020

Annexation – 3280 South 25th Street

Attached is an Application for Voluntary Annexation for a property located at 3280 South 25th Street. The property is 1.44 acres and currently has a split St. Lucie County zoning of Single Family, 4 dwelling units/acre (RS-4) & Religious Facility (RF), it also has a St. Lucie County Future Land Use of Residential Urban 5 dwelling units/acre (RU). Once annexed the City would assign a zoning of Single Family Low Density (R-1) and assign a Future Land Use of Low Density Residential (RL). The parcel ID for the lots is 2428-232-0002-020-3.

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 June 16, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



RECEIVED

MAY 1, 2020

CITY OF FORT PIERCE
PLANNING & ZONING

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

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
- Current Survey (completed within the last 12 months)

1. Address: 3280 S. 25th Street, Ft. Pierce, FL 34981

2. Legal description of real property for which annexation is being requested:
N 225 Ft OF W. 290.40 Ft OF S 1/2 OF NW 1/4 OF SW 1/4 OF
NW 1/4 less Rd R/W - C1.29 AC - 56,340 SF) OR (682-2523-969-2667: 3287-2484)
 Property Tax ID: 2428-232-0002-020-3

3. Size of described property: 1.44 acres 62,704 SF

4. Project description: to adjoin this property with the main parcel
once annexed.

5. Current St. Lucie County Future Land Use Designation: VacRes (Church sign)

6. Current St. Lucie County Zoning: RS-4

7. Is this a Historic property? no

8. Appraised value: \$ 32,400

9. Name of Owner(s): Sunrise Tabernacle Church Inc

Signature of Owner(s): Rev Tommy in York

Mailing Address: 3280 S. 25th Street

City Fort Pierce State FLA Zip 34981

Phone 772-359-0087 Fax _____

10. Name of Representative: Rev. Tommy M. York
Signature of representative: Rev. Tommy M. York
Mailing Address: 3280 S. 25th Street
City) Ft. Pierce State FL Zip 34904
Phone 772-359-0087 Fax _____
E-mail: TommyYork2014@att.net

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

OFFICE USE:

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

A. B. SURVEY SUPPLIES ENTERPRISES INC.

342 SW CARTER AVENUE, PORT SAINT LUCIE, FLORIDA 34983

CELL: 772-579-3849

EMAIL: ABACCUS@COMCAST.NET

772-267-0596

SEAN.BACCHUS@MAIL.COM

LB 6301

SUNRISE TABERNACLE CHURCH
3280 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981

LEGAL DESCRIPTION:

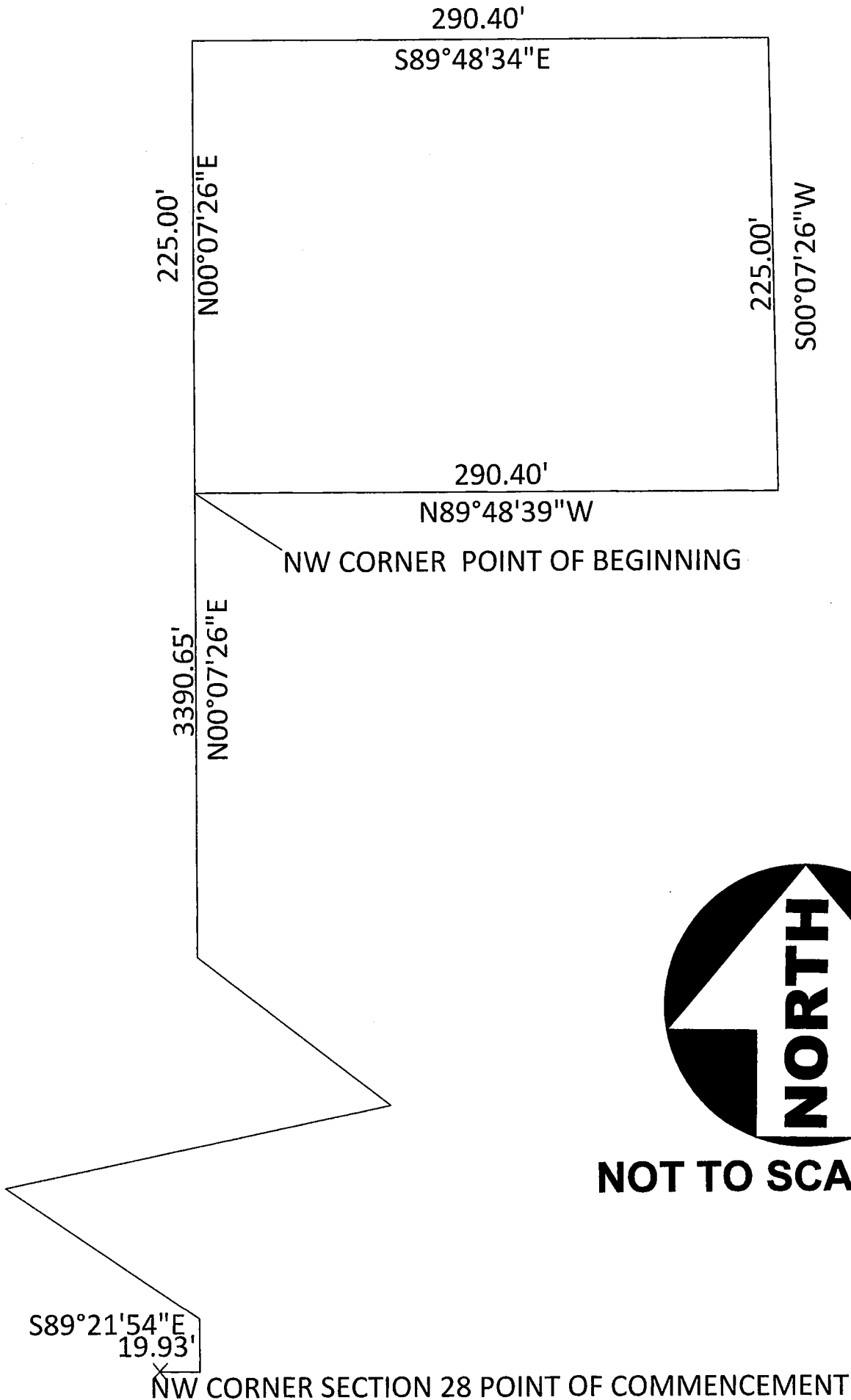
N 225 FT OF W 290.40 FT OF S 1/2 OF NW 1/4 OF SW 1/4 OF NW 1/4-LESS RD R/W- (1.29 AC- 56,340 SF) (OR 682-2523; 964-2667; 3287-2484) AS RECORDED IN SAINT LUCIE COUNTY CLERK OF COURTS

A PARCEL OF LAND LYING IN SECTION 28 TOWNSHIP 35 SOUTH RANGE 40 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SECTION 28 TOWNSHIP 35 SOUTH RANGE 40 E; THENCE S89°21'54"E A DISTANCE OF 19.93 FEET;
THENCE N00°07'26"E A DISTANCE OF 3390.65 FEET TO POINT OF BEGINNING ON THE SW CORNER OF THE N 225 FEET OF THE WEST 290.40 FEET
OF THE S 1/2 OF THE NW 1/4 OF THE SW 1/4 OF THE NW 1/4 LESS ROAD RIGHT OF WAY; THENCE N00°07'26"E A DISTANCE OF 225 FEET;
THENCE S89°48'39"E A DISTANCE OF 290.40; THENCE S00°07'26"W A DISTANCE OF 225.00 FEET;
THENCE N89°48'39"W A DISTANCE OF 290.40 FEET
TO POINT OF BEGINNING.

CONTAINING 1.50 ACRES MORE OR LESS

SKETCH OF DESCRIPTION



Technical Review Committee -Virtual

1. b.

Meeting Date: 06/18/2020

REQUESTED ACTION

Conditional Use - Arenas Vacation Rental - 1218 S. 11th Street

LOCATION

1218 S. 11th Street

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM, Planning Director

RECOMMENDATION

Attachments

Arenas TRC Packet

Form Review

Form Started By: Alicia Rosenthal
Final Approval Date: 06/04/2020

Started On: 06/04/2020 11:40 AM



TO: TECHNICAL REVIEW COMMITTEE
FROM: JENNIFER HOFMEISTER, AICP, LCAM, PLANNING DIRECTOR
RE: TECHNICAL REVIEW PROJECT# 20-04000007
MEETING DATE: JUNE 18, 2020

Conditional Use – Arenas Vacation Rental – 1218 S. 11th Street

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 Single-Family Low Density Residential Zone (R-1) with a Future Land Use of RL, Low Density Residential. Per City Code Section 22-22. – Allowed Uses; Vacation Rentals are classified as a Conditional Use in the Single-Family Low Density Residential Zone (R-1). The single-family home is approximately 2,573 sq. ft. with four bedrooms and three bathrooms. The subject site location has approximately a total of 0.31 acres.

Please review and provide two copies of comments on the project. Please send all comments to the following emails jhofmeister@cityoffortpierce.com, arosenthal@cityoffortpierce.com, or through interoffice mail to the Planning Department. If you have comments please respond at minimum, two days before the Technical Review Committee Meeting (June 16, 2020 - Tuesday).

Please do not hesitate to contact me should you require any additional information at 772-467-3730.

Thank you.

Jennifer Hofmeister, AICP, LCAM, Planning Director

Technical Review Committee -Virtual

1. c.

Meeting Date: 06/18/2020

REQUESTED ACTION

Conditional Use - France Vacation Rental - 1361 Binney Drive

LOCATION

1361 Binney Drive

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM, Planning Director

RECOMMENDATION

Attachments

France TRC Packet

Form Review

Form Started By: Alicia Rosenthal

Started On: 06/04/2020 11:44 AM

Final Approval Date: 06/04/2020



TO: TECHNICAL REVIEW COMMITTEE
FROM: JENNIFER HOFMEISTER, AICP, LCAM, PLANNING DIRECTOR
RE: TECHNICAL REVIEW PROJECT# 20-04000006
MEETING DATE: JUNE 18, 2020

Conditional Use – France Vacation Rental – 1361 Binney Drive (Units A & B)

The above referenced **Conditional Use w/ No New Construction** is being submitted for your review and comments. The request seeks to establish Vacation Rentals; 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; Vacation Rentals are classified as a Conditional Use in the Hutchinson Island Medium Density Residential Zone (R-4A). Duplex Unit A is approximately 736 sq. ft. with one bedroom and one bathroom. Duplex Unit B is approximately 880 sq. ft. with two bedrooms and two bathrooms. The subject site location has approximately a total of 0.17 acres.

Please review and provide two copies of comments on the project. Please send all comments to the following emails jhofmeister@cityoffortpierce.com, arosenthal@cityoffortpierce.com, or through interoffice mail to the Planning Department. If you have comments please respond at minimum, two days before the Technical Review Committee Meeting (June 16, 2020 - Tuesday).

Please do not hesitate to contact me should you require any additional information at 772-467-3730.

Thank you.

Jennifer Hofmeister, AICP, LCAM, Planning Director

Technical Review Committee -Virtual

1. d.

Meeting Date: 06/18/2020

REQUESTED ACTION

Conditional Use – Dune Crossover – 618 S. Ocean Drive

LOCATION

618 South Ocean Drive

RESPONSIBLE STAFF

Maria Lewicka, AICP, Historic Preservation Planner

RECOMMENDATION

Review & Provide Comments

Attachments

TRC Packet

Form Review

Form Started By: Brandon Creagan

Started On: 06/04/2020 12:43 PM

Final Approval Date: 06/04/2020



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
LIEUTENANT WAYNE BOYER, SLC FIRE DISTRICT
PEGGY ARRAIZ, FP CODE ENFORCEMENT
PETER BUCHWALD, AICP, SLC TRANSPORTATION PLANNING ORGANIZATION
MURRIAH DECKLE, AICP, SLC TRANSIT SERVICES

FROM: MARIA LEWICKA, AICP, HISTORIC PRESERVATION PLANNER

RE: TECHNICAL REVIEW PROJECT# 20-04000008

DATE: JUNE 4, 2020

Conditional Use – Dune Crossover – 618 South Ocean Drive

Attached is an Application for Conditional Use for a property located at 618 South Ocean Drive. The property is .14 acres and currently has a Zoning of Hutchinson Island Medium Density Residential (R-4A), and a Future Land Use of Hutchinson Island Residential (HIR). The applicant would like to construct a dune crossover to access the beach. Based on the plans provided and comments at the Pre-Application meeting this structure does not encroach into the St. Lucie County Perpetual Construction Easement. The parcel ID for the lot is 2401-503-0002-300-8.

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 June 16, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT *Florida*

DEVELOPMENT REVIEW

Property address or Location 618 S. Ocean Drive, Fort Pierce, FL 34949

Parcel ID #(s) 2401-503-0002-300-8

Project description Construction of a patio retaining wall, elevated ramp to oceanfront viewing platform with landscape improvements

Nicholas Iannotti, Stacey Iannotti

Property Owner(s)

1544 SW Saint Andrews Drive

Street Address

Palm City FL 34990

City State Zip

772-486-7060

Phone Number

nicholasnpl@aol.com; staceyrn0824@gmail.com

Email Address

Lois A. Edwards, Manager, Ardea Environmental Consultants LLC

Applicant/Representative, Title, Company

130 S. Indian River Drive, Suite 202

Street Address

Fort Pierce FL 34950

City State Zip

772-577-4141 (O) - 772-708-3740 (C)

Phone Number

lois@ardeaenvironmental.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.

N. Iannotti
 Property Owner(s) Signature(s)

STATE OF FLORIDA --

COUNTY St. Lucie

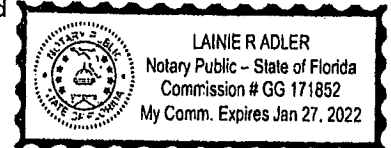
The foregoing instrument was acknowledged before me this 26th day of May, 2020, by

Nicholas and Stacey Iannotti who is personally known to me or has produced

N. Iannotti as identification.

Lainie Adler
 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



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"/> Conceptual Development Plan	<input type="checkbox"/> Major Amendment
	<input type="checkbox"/> Minor Amendment

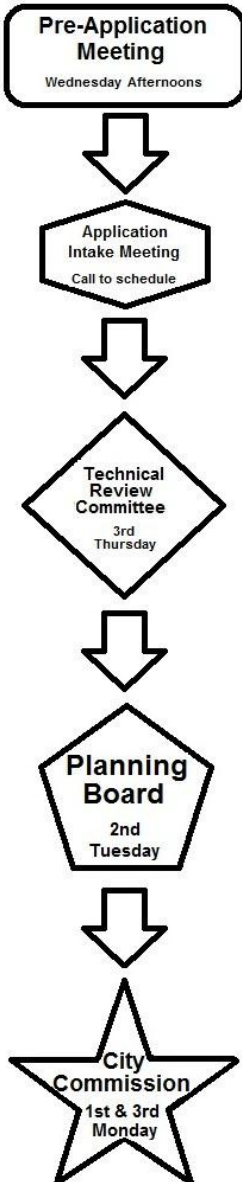
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: _____

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

North	South	East	West

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)



130 S. Indian River Drive, Suite 202
Fort Pierce, Florida 34950
(772) 577-4141
ardeaenvironmental.com

Dr. and Mrs. Nicholas Iannotti
618 South Ocean Drive

Development Review - Conditional Use with New Construction

Proposed single-family patio, dune access ramp and viewing platform

May 29, 2020

Statement of Ownership

The property was purchased by Nicholas and Stacey Iannotti on January 28, 2020 as evidenced by the Warranty Deed recorded on January 31, 2020 in OR Book 4377, Page 814 and File #4669333.

Proposed Development – Character and Intended Use

This property is an oceanfront townhouse and is one of five townhouses that were constructed in 1988 and are connected.

- The applicant is proposing a ~17' X 24' brick patio with retaining walls leading to a 4' wide dune access ramp that extends to a slightly elevated (1'-2') viewing platform measuring ~7' (N-S direction) by 12' (E-W direction) and continues east as a ramp from the platform onto an on grade footpath to the beach.
- Both the north and south side setbacks for the patio are 3'.
- The north and south side setbacks for the dune access ramp/observation platform are 6'.
- Proposed improvements are located entirely seaward of the 1988 Coastal Construction Control Line (CCCL).
- No construction is proposed within the County's South Beach Construction Easement.
- A FDEP CCCL permit is required for construction.
- Completion of the City's review process will allow City staff to issue the FDEP required "local letter" stating that the *"proposed improvements do not contravene local setback requirements or zoning codes."*
- Existing sea grapes in the back-dune area adjacent to the patio will be impacted, along with exotic Hawaiian Scaevola. The impacted and surrounding areas will be replanted with native salt-tolerant vegetation as depicted on the Landscape Plan.

The Iannotti's proposed dune access ramp/observation platform is similar to other like structures on south and north beaches and complies with FDEP siting and design standards. These improvements will allow easy and safe viewing of the ocean and access to the beach. The planted vegetation will provide for increased privacy and mitigate for impacts to existing seagrapes that are maintained at a ~48" height.

Attached are a General Location Map/Survey dated 3/16/2020 meeting the requirements of FDEP, Site Plan and Cross-Section and Landscape Plan.

STORM DRAINAGE PLAN

This item is N/A. The patio will be constructed of precast pavers on a compacted sand base. Water will percolate through to the sand base.

ENVIRONMENTAL IMPACT REPORT

The proposed improvements were sited to minimize impacts to existing vegetation. Attached is an exhibit prepared by the Iannottis' Landscape Architect depicting "Existing Vegetation" on the east side (oceanfront) of this townhouse which will be impacted because of the proposed improvements. The existing Hawaiian Scaevola (invasive species) will be removed during landscape planting. The impacted area and surrounding areas will be replanted with the salt tolerant, native vegetation depicted on the Landscape Plan.

Because the proposed improvements are located on the landward side of the vegetated dune, we do not expect any impact to protected species of animals known to reside in the offshore or active beach fronting this site.

Sea Turtles: All five Florida species of sea turtles are either Endangered (green, leatherback, hawksbill, and Kemp's ridley) or Threatened (loggerhead). No additional exterior lighting is proposed than what currently exists. The Iannottis will comply with the County's Sea Turtle Protection Plan by turning out lights and closing their shades after dark during sea turtle nesting season (3/1 through 10/31) to ensure nesting turtles are not disturbed as they come ashore and hatchlings will not become disoriented when they emerge from their nests.

Shorebirds: The USFWS has determined that the beach fronting this parcel is non-optimal piping plover habitat.

Nearshore Hardbottom: No impacts to the nearshore hardbottom.

West Indian Manatee: No impacts to the manatee.

BEACH/DUNE SYSTEM PROTECTION PLAN

The proposed dune access ramp and viewing platform meet FDEP CCCL general siting guidelines:

- The single-family ramp/walkway does not exceed 4' in width.
- The viewing platform is located landward of the dune crest.
- The dune access ramp is designed and sited to protect the dune feature, to minimize disturbance of native vegetation, to not restrict lateral beach access and to minimize the amount of construction material that may become debris during a storm.
- The construction will be conducted in a manner that minimizes short-term disturbance to the dune system and existing vegetation.

LIGHTING PLAN

No additional exterior lighting is proposed than what currently exists and what is agreed to above under the Sea Turtles section of the Environmental Impact Report.

Prepared by and return to:
Laurie Rusk Sewell, Esq.

Laurie Rusk Sewell, P.A.
2215 SW Martin Highway a/k/a 3500 SW Palm City School Ave.
Palm City, FL 34990
772-223-0106
File Number: 2873.002
Will Call No.:

Parcel Identification No. 2401-503-0002-300-8

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this 28th day of January, 2020 between Richard E. Greene and Jane M. Greene, husband and wife whose post office address is 9100 Pumpkin Ridge Road, Port Saint Lucie, FL 34986 of the County of Saint Lucie, State of Florida, grantor*, and Nicholas Oswald Iannotti and Stacey Aileen Iannotti, husband and wife whose post office address is 1544 S.W. St. Andrews Drive, Palm City, FL 34990 of the County of Martin, State of Florida, grantee*,

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

A portion of the subdivision entitled OCEAN VIEW, as recorded in Plat Book 6, page(s) 61, Public Records of St. Lucie County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Lot 9, Block 2 of said subdivision; thence South 18°56'07" East along the West line of said Block 2, 89.10 feet to the Point of Beginning; thence continue South 18°56'07" East along the West line of said Block 2, 24.24 feet; thence North 88°47'43" East, parallel with the North line of said Lot 9, 26.14 feet to the center of a wall common to 618 State Road A1A and 620 State Road A1A; thence South 89°50'30" East, along the center of said wall, 38.14 feet to the East end of said wall; thence North 88°47'43" East, parallel with the North line of said Lot 9, 146.08 feet to the East line of Block 2 of said subdivision; thence North 18°56'44" West along the East line of said Block 2, 24.33 feet; thence South 88°47'43" West, parallel with the North line of Lots 5 and 9, Block 2 of said subdivision, 146.20 feet to the center of a wall common to 616 State Road A1A and 618 State Road A1A; thence North 89°58'13" West, along the center of said wall, 38.21 feet to the West end of said wall; thence South 88°47'43" West, parallel with the North line of said Lot 9, 25.92 feet to the Point of Beginning.

Less and Excepting from the above, that portion lying Easterly of the following described line:
For a point of reference, commence at the Southeast corner of Section 1, Township 35 South, Range 40 East; thence proceed on an assumed bearing of "East" along the extended South line of said Section, a distance of 89.76 feet to the Point of Beginning; thence proceed on a bearing of North 20°27'40" West a distance of 702.00 feet to a point, said point being on a bearing of South 89°32'20" West and a distance of 131.23 feet to the Southwest corner of Block 1, Plat Book 9, page 26; thence proceed on a bearing of North 20°27'40" West, a distance of 211.15 feet to a point; thence proceed on a bearing of North 20°47'40" West, a distance of 703.69 feet to a point; said point being on a bearing of South 89°31'20" West, and a distance of 115.30 feet to the Northwest corner of Block 1, Plat Book 9, page 26; thence proceed on a bearing of North 20°47'40" West, a distance of 8.75 feet to a point; thence proceed on a bearing of North 17°54'20" West, a calculated distance of 1335.62 feet to a point; thence proceed on a bearing of North 21°17'00" West, a distance of 127.67 feet to a point, said point being on a bearing of South 88°35'40" West and a distance of 226.42 feet to the Northeast corner of Block 8, Plat Book 6, page 61; thence proceed on a bearing of North 22°17'40" West, a distance of 548.70 feet to a point, said point being on a bearing of North 86°26'40" West and a distance of 146.34 feet to the Southwest corner of Lot 6, Block 2, Plat Book 8, page 44; thence proceed on a bearing of North 22°17'40" West, a distance of 1006.45 feet to a point; thence proceed on a bearing of North 12°01'40" West, a distance of 749.21 feet to a point, said point being on a bearing of South 85°58'40" West and a distance of 171.70 feet to the Southwest corner of Lot 2, Block 3, Plat Book 6, page 31; thence proceed on a bearing of North 12°01'40" West, a distance of 155.84 feet to a point; thence proceed on a bearing of North 1°17'20" East, a distance of 780.23 feet to a point, said point being on a bearing of South 81°47'20" West and a distance of 477.95 feet to the Northeast corner of Lot 1, Block 4, Plat Book 8, page 29; thence proceed on a bearing of North 7°54'40" East, a distance of 172 feet, more or less, to a point on the South Jetty. Said line is shown on the sketch of survey recorded in Plat Book 14, page 48, Public Records of St. Lucie County, Florida.

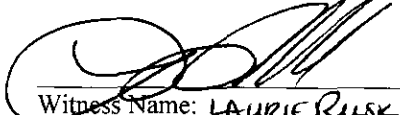
Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

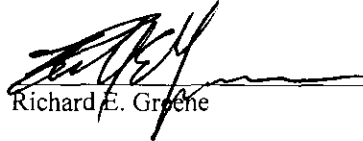
and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

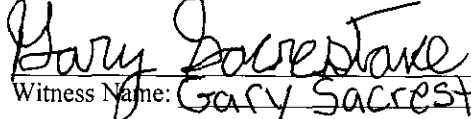
* "Grantor" and "Grantee" are used for singular or plural, as context requires.

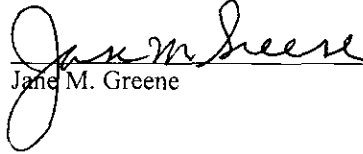
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: LAURIE RUSK SEWELL

 (Seal)
Richard E. Greene

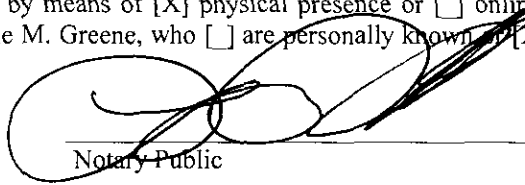

Witness Name: GARY SACRESTANO

 (Seal)
Jane M. Greene

State of Florida
County of Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2020 by Richard E. Greene and Jane M. Greene, who are personally known or have produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: _____

My Commission Expires: _____



Property Identification

Site Address: 618 S OCEAN DR
 Use Type: 0100
 Parcel ID: 2401-503-0002-300-8
 Jurisdiction: Fort Pierce
 Account #: 130423
 Map ID: 24/01B
 Sec/Town/Range: 01/35S/40E
 Zoning: HI Medium

Ownership

Nicholas Oswald Iannotti
 Stacey Aileen Iannotti
 1544 SW Saint Andrews DR
 Palm City, FL 34990-2236

Legal Description

OCEAN VIEW S/D REVISED PLAT HOLLEY AND MORGAN'S S/D (618 ATLANTIC PLACE) THAT PART OF BLK2 LOTS 1, 2, 3 AND 4 MPDAF: BEG AT NWCOR OF LOT 9 BLK 2 OF SD S/D, TH S 18 DEG 56 MIN 07 SEC E ALG W LI OF SD BLK 2 89.10 FT TO POB, TH CONT S 18 DEG 56 MIN 07 SEC E ALG W LI OF BLK 2 24.24 FT, TH N 88 DEG 47 MIN 43 SEC E // WITH N LI OF LOT 9 26.14 FT TO C/L OF COMMON WALL, TH S 89 DEG 50 MIN 30 SEC E ALG C/L SD WALL 38.14 FT TO E END OF SD WALL, TH N 88 DEG 47 MIN 43 SEC E// WITH N LI OF SD LOT 9 146.08 FT TO E LI OF BLK 2, TH N 18 DEG 56 MIN 44 SEC W ALG E LI BLK 2 24.33 FT, TH S 88 DEG 47 MIN 43 SEC W // WITH N LI OF LOTS 5 AND 9BLK 2 146.20 FT TO C/L OF COMMONWALL, TH N 89 DEG 58 MIN 13 SEC WALG C/L 38.21 FT TO W END SD WALL, TH S 88 DEG 47 MIN 43 SEC W// WITH N LI OF LOT 9 25.92 FT TO POB-LESS THAT PART LYG E OF LI DESC IN PB 37-2-

Current Values

Just/Market: \$218,100
 Assessed: \$218,100
 Exemptions: \$50,000
 Taxable: \$168,100

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2019	\$218,100	\$218,100	\$50,000	\$168,100
2018	\$216,200	\$216,200	\$50,000	\$166,200
2017	\$213,300	\$213,300	\$50,000	\$163,300

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-28-2020	4377 / 0814	0001	WD	Greene Richard E	\$510,000
04-12-2013	3507 / 1389	0001	WD	DeFeo Joseph	\$237,500
04-14-2006	2538 / 0891	XX00	WD	Selloni John	\$561,100

Primary Building Information

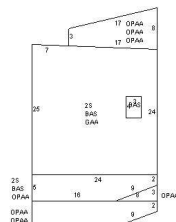
Finished Area of this building: 1,380 SF
 Gross Sketched Area: 2,580 SF

Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Gable	Building Type: XT52
Year Built: 1988	Frame:	Grade: T52A	Effective Year: 1988
Primary Wall: CB Stucco	Story Height: 2 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	A/C %: 100%	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 1	Sprinkled %: 0%	Heat Fuel: ELEC	Primary Floors: Carpet



Total Areas

Finished/Under Air (SF):	1,380
Gross Sketched Area (SF):	2,580
Land Size (acres):	0.14
Land Size (SF):	6,002.83
Total Building Count:	1

Special Features and Yard Items

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

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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BOUNDARY & TOPOGRAPHIC SURVEY

LOCATED IN SAINT LUCIE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF THE SUBDIVISION ENTITLED OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE S18°56'07"E, ALONG THE WEST LINE OF SAID BLOCK 2, 89.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°56'07"E ALONG THE WEST LINE OF SAID BLOCK 2, 24.24 FEET; THENCE N88°47'43"E PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 26.14 FEET TO THE CENTER OF A WALL COMMON TO 618 STATE ROAD A-1-A AND 620 STATE ROAD A-1-A; THENCE N89°50'30"E, ALONG THE CENTER LINE OF SAID WALL, 38.14 FEET TO THE EAST END OF SAID WALL; THENCE N88°47'43"E PARALLEL WITH THE NORTH LINE OF LOT 9, 146.08 FEET TO THE EAST LINE OF BLOCK 2 OF SAID SUBDIVISION; THENCE N18°56'44"W ALONG THE EAST LINE OF SAID BLOCK 2, 24.33 FEET; THENCE S88°47'43"W, PARALLEL WITH THE NORTH LINE OF LOTS 5 AND 9, BLOCK 2 OF SAID SUBDIVISION, 146.20 FEET TO THE CENTER OF A WALL COMMON TO 616 STATE ROAD A1A AND 618 STATE ROAD A1A; THENCE N89°58'13"W ALONG THE CENTER OF SAID WALL, 38.21 FEET TO THE WEST END OF SAID WALL; THENCE S88°47'43"W PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 25.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: FOR A POINT OF REFERENCE, COMMENCE AT THE SE CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE PROCEED ON AN ASSUMED BEARING OF EAST ALONG THE EXTENDED SOUTH LINE OF SAID SECTION, A DISTANCE OF 89.76 FEET TO THE POINT OF BEGINNING; THENCE PROCEED ON A BEARING OF N20°07'40"W A DISTANCE OF 702.00 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S89°32'20"W AND A DISTANCE OF 131.23 FEET TO THE SW CORNER OF BLOCK 1, PLAT BOOK 9, PAGE 26; THENCE PROCEED ON A BEARING OF N20°27'40"W A DISTANCE OF 211.15 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N20°47'40"W A DISTANCE OF 708.69 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S89°31'20"W AND A DISTANCE OF 115.30 FEET TO THE NW CORNER OF BLOCK 1, PLAT 9, PAGE 26; THENCE PROCEED ON A BEARING OF N20°47'40"W A DISTANCE OF 8.75 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N17°54'20"W A CALCULATED DISTANCE OF 1,335.62 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N21°17'00"W A DISTANCE OF 127.67 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S88°35'40"W AND A DISTANCE OF 226.42 FEET TO THE SE CORNER OF BLOCK 8, PLAT BOOK 6, PAGE 61; THENCE PROCEED ON A BEARING OF N22°17'40"W A DISTANCE OF 548.70 FEET TO A POINT, SAID POINT BEING ON A BEARING OF N86°26'40"W AND A DISTANCE OF 146.34 FEET TO THE SW CORNER OF LOT 6, BLOCK 2, PLAT BOOK 8, PAGE 44; THENCE PROCEED ON A BEARING OF N22°17'40"W A DISTANCE OF 1006.45 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N12°01'40"W A DISTANCE OF 749.21 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S85°58'40"W A DISTANCE OF 171.70 FEET TO THE SW CORNER OF LOT 2, BLOCK 3, PLAT BOOK 6, PAGE 31; THENCE PROCEED ON A BEARING OF N12°01'40"W A DISTANCE OF 155.84 FEET TO A POINT; THENCE PROCEED ON A BEARING OF N01°17'20"E A DISTANCE OF 780.23 FEET TO A POINT, SAID POINT BEING ON A BEARING OF S81°47'20"W AND A DISTANCE OF 477.95 FEET TO THE NE CORNER OF LOT 1, BLOCK 4, PLAT BOOK 8, PAGE 29; THENCE PROCEED ON A BEARING OF N07°54'40"E A DISTANCE OF 172 FEET, MORE OR LESS, TO A POINT ON THE SOUTH JETTY, SAID LINE IS SHOWN ON THE SKETCH OF SURVEY RECORDED IN PLAT BOOK 14, PAGE 48, PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA; TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO.

DESCRIPTION OF EASEMENT

PARCEL 37

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY (SEAWARD) OF CONTOUR 9.0 FEET NATIONAL GEODETIC VERTICAL DATUM (1929).

A PORTION OF THE SUBDIVISION ENTITLED OCEAN VIEW, AS RECORDED IN PLAT BOOK 6, PAGE 61, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

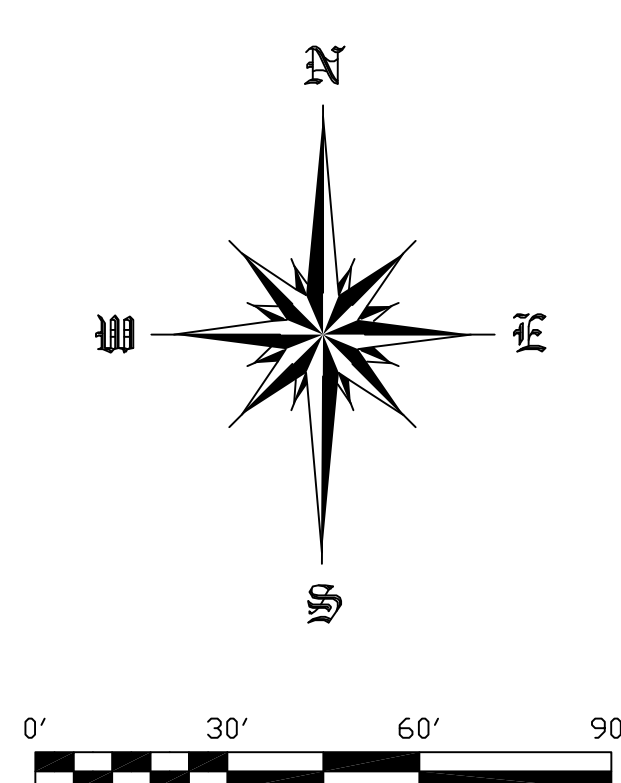
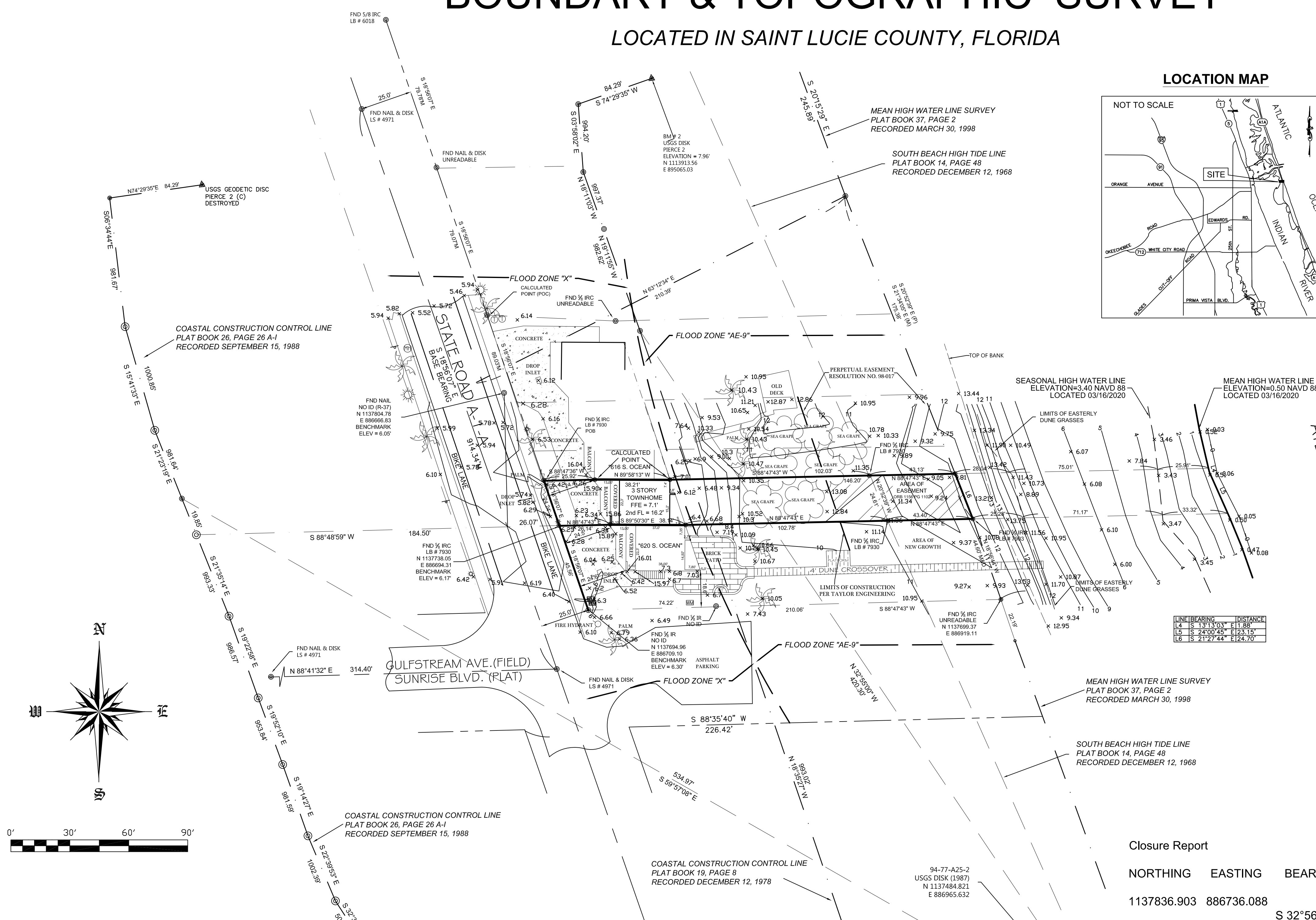
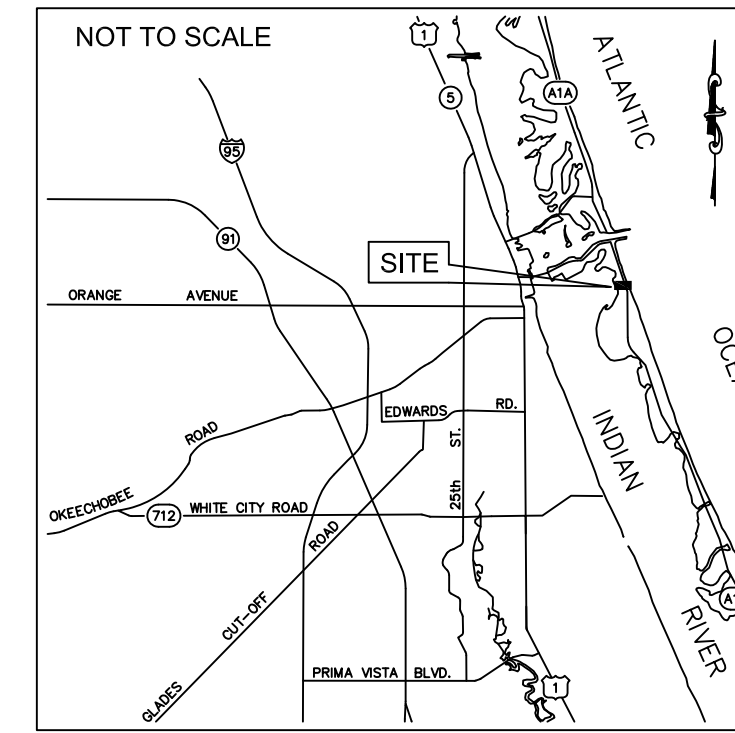
COMMENCING AT THE NW CORNER OF LOT 9, BLOCK 2 OF SAID SUBDIVISION; THENCE S18°56'07"E, ALONG THE WEST LINE OF SAID BLOCK 2, 89.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S18°56'07"E ALONG THE WEST LINE OF SAID BLOCK 2, 24.24 FEET; THENCE N88°47'43"E PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 26.14 FEET TO THE CENTER OF A WALL COMMON TO 618 STATE ROAD A1A AND 620 STATE ROAD A1A; THENCE S89°50'30"E, ALONG THE CENTER OF SAID WALL, 38.14 FEET TO EAST END OF SAID WALL; THENCE S88°47'43"W PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 146.08 FEET TO THE EAST LINE OF BLOCK 2 OF SAID SUBDIVISION; THENCE N18°56'44"W, ALONG THE EAST LINE OF SAID BLOCK 2, 24.33 FEET; THENCE S88°47'43"W PARALLEL WITH THE NORTH LINES OF SAID LOTS 5 AND 9, BLOCK 2 OF SAID SUBDIVISION, 146.20 FEET TO THE CENTER OF A WALL COMMON TO 616 STATE ROAD A1A AND 618 STATE ROAD A1A; THENCE N89°58'13"W, ALONG THE CENTER OF SAID WALL, 38.21 FEET TO THE WEST END OF SAID WALL; THENCE S88°47'43"W, PARALLEL WITH THE NORTH LINE OF SAID LOT 9, 25.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE ABOVE THAT PORTION LYING EASTERLY OF THE LINE SHOWN ON THE SKETCH OF SURVEY RECORDED IN PLAT BOOK 14, PAGE 48, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

GENERAL NOTES

1. THE EXPECTED USE OF THIS SURVEY AND/OR MAP IS RESIDENTIAL.
2. ADDITIONS OR DELETIONS TO THIS SURVEY AND/OR MAP IS NOT CERTIFIED BY THE SIGNING FLORIDA LICENSED SURVEYOR & MAPPER.
3. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
4. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE CENTER LINE OF OCEAN DRIVE, HAVING A BEARING OF N18°56'07"W, AS MONUMENTED, RECORDED IN THE PLAT OF OCEAN VIEW, PLAT BOOK 6, PAGE 61, PUBLIC RECORDS, SAINT LUCIE COUNTY, FLORIDA.
5. FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" & "AE", ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12111 C 0183 K, EFFECTIVE DATE FEBRUARY 19, 2020, THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.
6. ELEVATIONS, IF SHOWN, ARE IN NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988, REFERENCE BENCHMARK BEING ST. LUCIE COUNTY BM "D09389".
7. ALL MEASUREMENTS ARE IN ACCORDANCE WITH UNITED STATES STANDARDS, IN FEET AND DECIMALS THEREOF.
8. ALL ABOVE GROUND FIXED IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED AND SHOWN HEREON.
9. UNDERGROUND UTILITIES AND UTILITY SERVICES HAVE NOT BEEN LOCATED ON THIS SURVEY.
10. THE SURVEYOR HAS NO KNOWLEDGE OF UNDERGROUND FOUNDATIONS WHICH MAY OCCUPY LAND SURVEYED OR LAND OF OTHERS.
11. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENT'S DEED RESTRICTIONS, OR MURPHY ACT DEEDS.
12. THE LAST DATE OF FIELD WORK WAS MARCH 16, 2020.

LOCATION MAP



Closure Report	DATE	3/16/2020	
NORTHING	EASTING	BEARING	DISTANCE
1137836.903	886736.088	S 32°56'52" E	420.300
1137484.202	886964.679	N 20°41'39" W	165.569
1137639.088	886906.170	N 21°56'12" W	533.175
1138133.660	886706.985	N 21°56'12" W	820.787
1138895.020	886400.354	N 21°56'12" W	183.219
1139064.973	886331.907	N 11°40'12" W	906.328
1139952.565	886148.579	N 01°35'47" E	781.227
1140733.489	886170.344	S 82°13'51" W	62.936
1140724.981	886107.986	S 74°18'26" W	84.290
1140702.183	886026.838	S 03°58'02" E	994.200
1139710.365	886095.624	S 18°22'12" E	997.370
1138763.820	886409.950	S 19°23'04" E	982.620
1137836.903	886736.088		

Closure Error Distance > 0.0602
 Total Distance > 6932.021
 Polyline Area: 231529.70 sq ft, 5.32 acres

LEGEND & ABBREVIATIONS

A	ARC LENGTH	OHP	OVERHEAD UTILITIES
A/C	AIR CONDITIONER	ORB	OFFICIAL RECORDS BOOK
CBS	CONCRETE BLOCK STRUCTURE	P	PLAT DATA
CCCL	COASTAL CONSTRUCTION CONTROL LINE	PB	PLAT BOOK
C/L	CENTERLINE	PG(S)	PAGE(S)
CONC	CONCRETE	PLS	PROFESSIONAL LAND SURVEYOR
CM	CONCRETE MONUMENT	POB	POINT OF BEGINNING
DEG OR °	DEGREE	POC	POINT OF COMMENCEMENT
ELEV	ELEVATION	PRM	PERMANENT REFERENCE MONUMENT
FFE	FINISH FLOOR ELEVATION	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FND	FOUND	R	RADIUS
ID	IDENTIFICATION NUMBER	RLS	REGISTERED LAND SURVEYOR
IP	IRON PIPE	R/W	RIGHT-OF-WAY
IR	IRON ROD	WM	WATER METER
IRC	IRON ROD & CAP	&	AND
LB	LICENSED BUSINESS	@	AT
LS	LICENSED SURVEYOR	Δ	DELTA
M	MEASURED DATA	○	UTILITY POLE
MON	MONUMENT	⊘	FIRE HYDRANT
NAVD	NORTH AMERICAN VERTICAL DATUM	⊙	SEWER MANHOLE
NGVD	NATIONAL GEODETIC VERTICAL DATUM	⊕	BACKFLOW PREVENTER
NO OR #	NUMBER	⊖	IRRIGATION VALVE
NTS	NOT TO SCALE	⊗	CLEAN OUT
☀	STREET LIGHT		

STREET ADDRESS

618 SOUTH OCEAN DRIVE, FORT PIERCE, FL 34949

GLOBAL POSITIONING SYSTEM (GPS) NOTES

1. REAL TIME KINEMATICS (RTK) METHOD WAS UTILIZED USING CARLSON BRX-6+, 372 CHANNEL GNSS ATHENA, WITH ATLAS L-BAND RECEIVER.
2. TYPICALLY, A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND CONTROL ON THE PROJECT.
3. GPS SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING CARLSON SURVEY 2018.
4. THE HORIZONTAL AND VERTICAL TARGET ACCURACY FOR THIS SURVEY EXCEEDS MINIMUM STANDARDS OF PRACTICE PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-051.

ARNOLD SURVEYING, INC.
 PROFESSIONAL SURVEYORS & MAPPERS
 FLORIDA LICENSED BUSINESS NUMBER 7903
 4888 N. KINGS HIGHWAY #425, FORT PIERCE, FLORIDA 34951
 24 VERDE VISTA, FORT PIERCE, FLORIDA 34951
 SURVEY@ASISURVEY.COM
 PHONE (772) 708-1819

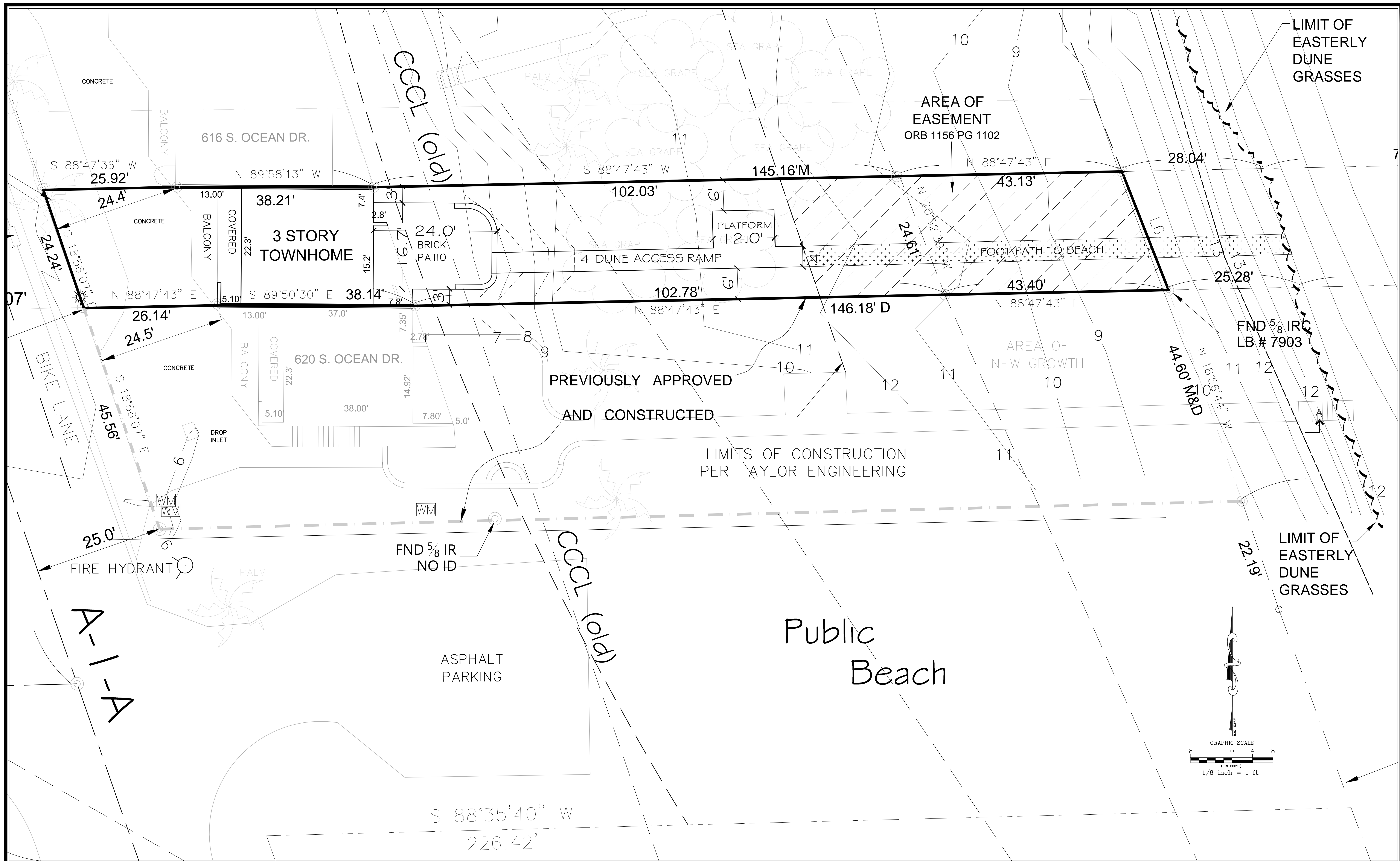
NO.	DATE	BY	REVISIONS

CERTIFICATIONS
 NICHOLAS OSWALD IANNOTTI
 STACEY AILEEN IANNOTTI
 FLORIDA
 ST. LUCIE COUNTY
© COPYRIGHT ARNOLD SURVEYING, INC. ALL DRAWINGS OR DOCUMENTS AND COPIES THEREOF ARE INSTRUCTIONS OF SERVICE AND REMAIN THE PROPERTY OF ARNOLD SURVEYING, INC. NO PART OF THIS DRAWING OR DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT WRITTEN PERMISSION FROM ARNOLD SURVEYING, INC. IS STRICTLY PROHIBITED. THIS DRAWING OR DOCUMENT IS PROTECTED BY FEDERAL COPYRIGHT LAWS.

DRAWN BY: CA
 CHECKED BY: CA
 DATE: APRIL 01, 2020
 HORIZONTAL SCALE: 1"=30'

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
 SEAL

CHARLES ARNOLD
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA LICENSE NO. 4971
 PRINTED DATE
 SHEET 1 OF 1
 PROJECT NO. 20-511



618 South Ocean Drive
Ft. Pierce, Florida 34949

COMPUTER FILE REF.	FIELD BK./PG.

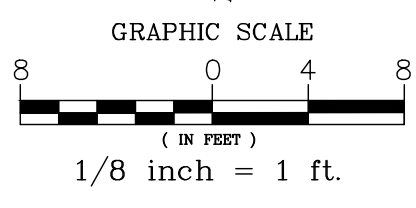
BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

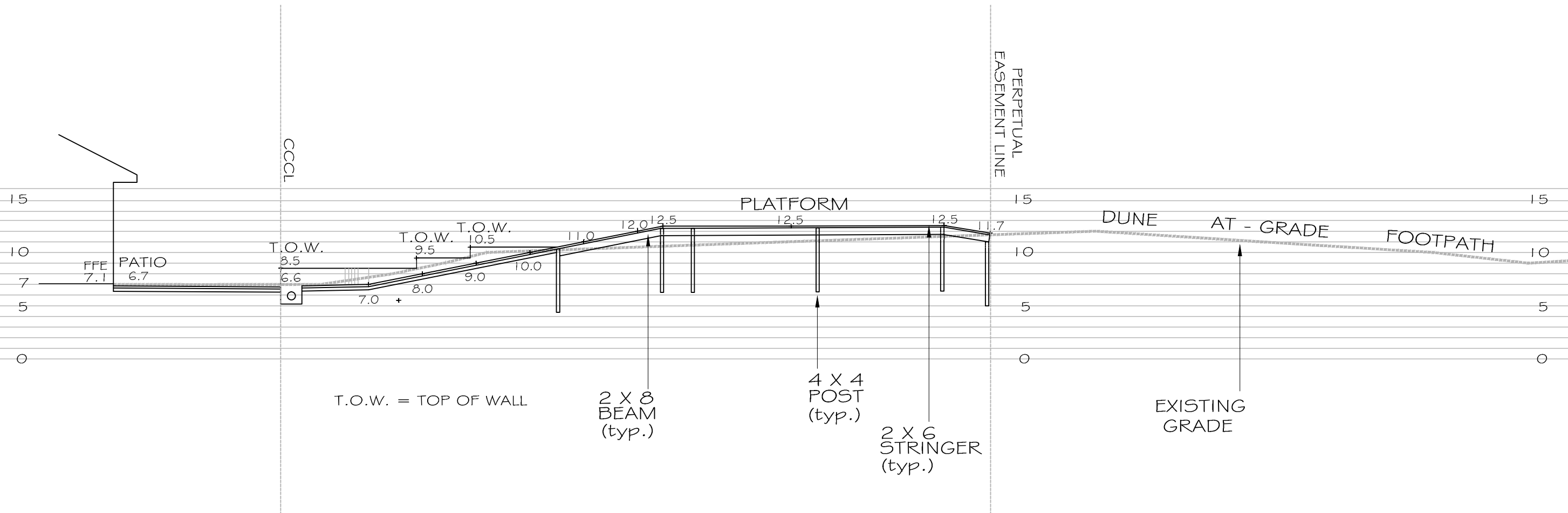
- REVISIONS -		BY	DATE

	BY	DATE
DRAWN	LLP	4.21.20
CHECKED		
APPROVED		

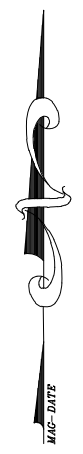
Iannotti Dune Crossover
Conditional Use Permit
Site Plan

4/21/2020
HORIZ. SCALE: 1/8"=1'
VERT. SCALE: NA
JOB No.
SHEET 1 OF 1





CROSS SECTION



618 South Ocean Drive
Ft. Pierce, Florida 34949

COMPUTER FILE REF.	FIELD BK./PG.

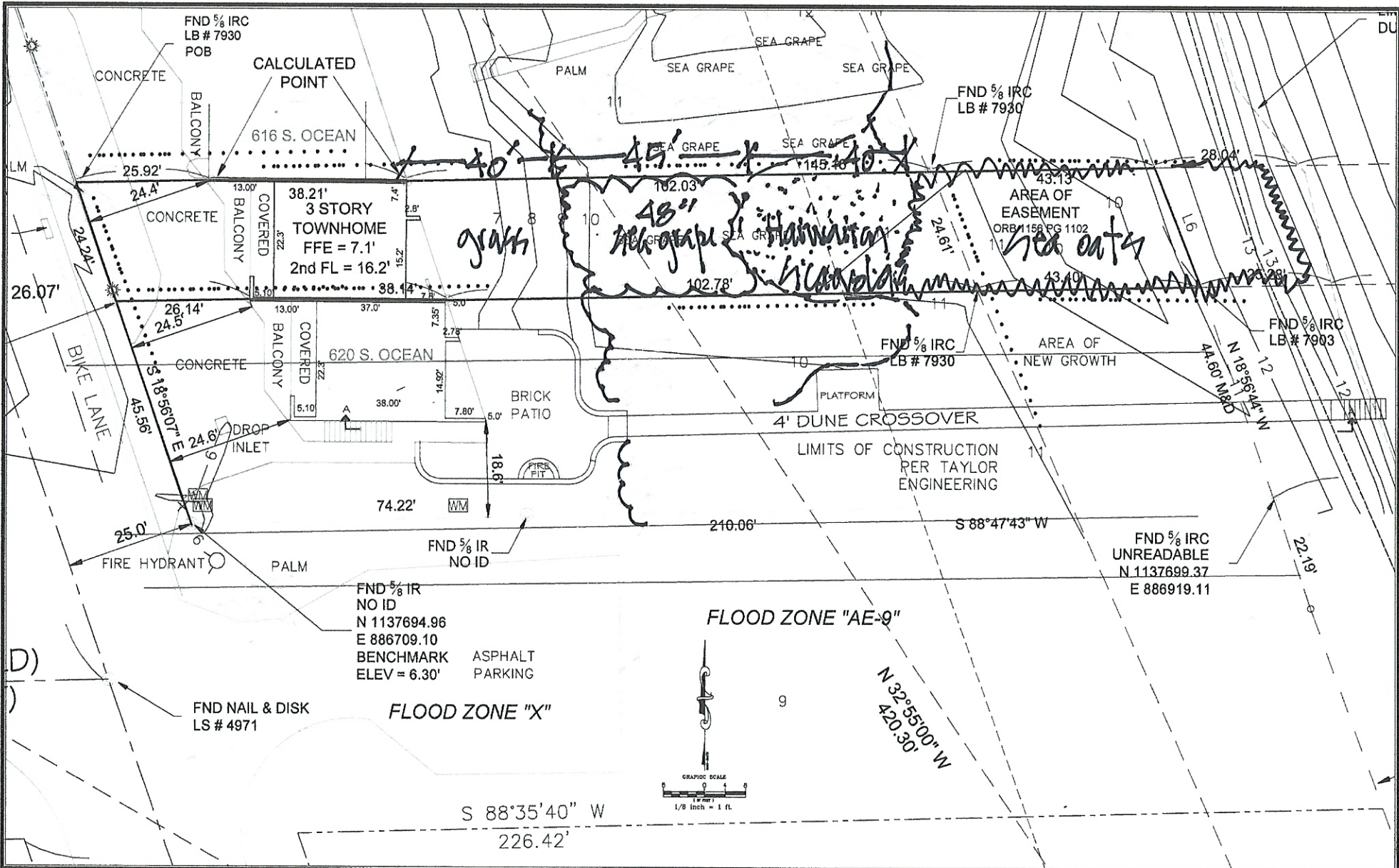
BOGGS
PLANNING + LANDSCAPE ARCHITECTURE
100 AVENUE A SUITE 2E
FORT PIERCE, FLORIDA 34950

- REVISIONS -		BY	DATE
XXXX		XXX	XX.XX.XX

	BY	DATE
DRAWN	LLP	4.24.20
CHECKED		
APPROVED		

Ionnatti Dune Crossover
Cross Section

4/21/2020
HORIZ. SCALE: NA
VERT. SCALE: NA
JOB No.
SHEET 1 OF 1



COMPUTER FILE REF. FIELD BK./PG.	BOGGS PLANNING + LANDSCAPE ARCHITECTURE 100 AVENUE A SUITE 2E FORT PIERCE, FLORIDA 34850	- REVISIONS -		BY: XXX DATE: 02.01.20	BY: LLP DATE: 4.14.20	4/14/2020 HORIZ. SCALE: 1/8"=1' VERT. SCALE: N/A
		DRAWN: OCEAN CHECKED: APPROVED		Iannotti Dune Crossover <i>Exhibit Layout Plan</i>		JOB No. SHEET 1 of 1

IANNOTTI

PAVER BRICK ON COMPACTED SAND PATIO



Technical Review Committee -Virtual

1. e.

Meeting Date: 06/18/2020

REQUESTED ACTION

Minor Site Plan – 7-Eleven – 2423 Orange Avenue

LOCATION

2423 Orange Avenue

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: 06/04/2020

Started On: 06/04/2020 11:46 AM



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
LIEUTENANT WAYNE BOYER, 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# 20-07000003

DATE: JUNE 4, 2020

Minor Site Plan – 7-Eleven – 2423 Orange Avenue

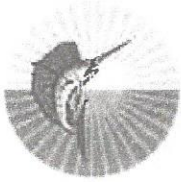
Attached is an Application for Development Review (Minor Site Plan) for a property located at 2423 Orange Avenue. The property is 2.25 acres and currently has a Zoning of General Commercial (C-3), and a Future Land Use of General Commercial (GC). The applicant would like to demolish the building on the site, which was a Walgreens and then replace it with a 7-Eleven convenience store and gas station. This development will go through the cities minor site plan process. The parcel ID for the lot is 2409-707-0089-000-8.

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 June 16, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



DEVELOPMENT REVIEW

Property address or Location 2423 Orange Ave, Fort Pierce, FL

Parcel ID #(s) 2408-707-0089-000-8

Project description 7-11

Jero Fort Pierce

Property Owner(s)

6300 NE 1st Ave #300

Street Address

Fort Lauderdale FL 33334

City

9547098015

Phone Number

bws@roschman.com

Email Address

Gen Boggs, Boggs Planning Land. Architectural
Applicant/Representative, Title, Company
100 AVENUE A, suite 2E

Street Address

Fort Pierce, FL 34950

City

772 486 5220

Phone Number

gboggs @ gbplans.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]

ROBERT ROSCHMAN, Managing Member

Property Owner(s) Signature(s)

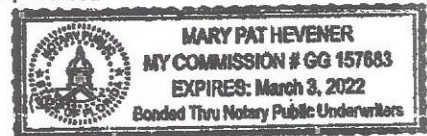
STATE OF FLORIDA – COUNTY

The foregoing instrument was acknowledged before me this 30th day of April, 2020, by

ROBERT ROSCHMAN

who is personally known to me or has produced

as identification.



Signature of Notary

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____

Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

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 checked="" 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.: _____ Residential: Proposed Units: _____

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)



Design Review

Property address or Location 2423 Orange Ave, Fort Pierce, FL

Parcel ID #(s) 2409-707-0089-000-8

Project Description 7-11

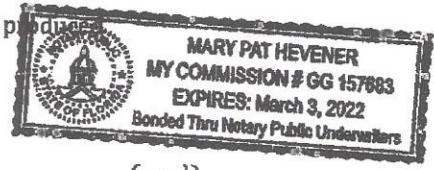
JERO FORT PIERCE
Property Owner(s)
6300 NE 1st Ave, Suite 300
Street Address
Fort Lauderdale FL 33334
City State Zip
954-709-8015
Phone Number
bws@roschman.com
Email Address

Greg Progas, Progas Planning & Land
Applicant/Representative, Title, Company *Architectural*
100 ANNA, Suite 2E
Street Address
Fort Pierce FL 34950
City State Zip
772 486 5220
Phone Number
gprogas@gbplans.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 Application (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.

Robert Roschman, Managing Member
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY BROWARD
The foregoing instrument was acknowledged before me this 30 day of April, 2020, by
Robert Roschman who is personally known to me or has produced
as identification.



[Signature]
Signature of Notary

(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

Orange Ave/25th Street 7-11 with Fuel Sales

Design Review Application Checklist – Supplement

Submittal for Administrative Approval

- a. Survey – Please see submitted Boundary, Topographic and Tree Survey
- b. Site Analysis – The subject site is currently occupied by a Walgreens Drugstore that is no longer in business. The perimeter of large existing Live Oaks will be maintained in the proposed development, together with the existing dry detention basin along the southerly property line which will be landscaped to prevent off-site views into the site development area. All perimeter screening and hedging will be restored to comply with the City landscape code. Existing access turnouts locations will remain and be modified in correct pavement width per current code. The limits of the existing pavement will be maintained, with the proposed structure being built in the same general location of the existing drugstore footprint. All minimum setbacks are exceeded. The project will have a similar building orientation facing Orange Avenue, with the new project identification signage being placed in the approximate area as the existing drugstore identity sign.
- c. Design Intent – To use a previously developed commercial development site at a prime City of Fort Pierce intersection and replace the closed business with a viable commercial development providing goods and services to the citizens, while providing increased tax revenue to the City.
- d. Photographs of Adjacent– see 4 typical photographs of the surrounding properties.
- e. Precedent Drawings or Architecture – The proposed building style and architecture will be corporate based 7-11 Convenience Store design elements, style and color.
- f. Photographs of Existing Structure – see 4 photographs of the current built site.
- g. Conceptual Site Plan – See Site Plan exhibit for proposed parking, access, building and signs.
- h. Landscape Plan – See Landscape plan for code required trees, hedge and buffering.
- i. Signage – See plans for dimensions and material selection for signs
- j. Exterior Elevations – See Building Elevations for colors, material selection and dimensions
- k. Design Review – acknowledged.

This Instrument Was Prepared By:
Thomas P. Angelo, Esquire
Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North New River Drive East
Fort Lauderdale, Florida 33301

Record and Return To:
Thomas P. Angelo, Esquire
Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North New River Drive East
Fort Lauderdale, Florida 33301

Property Appraiser Identification No. 2409-707-0089-00018	Grantee's Tax Identification No. 65-0996576
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WARRANTY DEED

THIS WARRANTY DEED made this 13th day of May, 2000, between MARYLAND R & R LIMITED PARTNERSHIP, a Maryland limited partnership, (the "Grantor") whose post office address is 6300 N.E. 1st Avenue, Fort Lauderdale, Florida, and JERO FORT PIERCE, L.L.C., a Florida limited liability company (the "Grantee"), whose post office address is 6300 N.E. 1st Avenue, Fort Lauderdale, Florida 33334, of the County of Broward in the State of Florida.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in St. Lucie County, Florida, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided that this instrument shall not reimpose same.
2. Real estate taxes for the year 2000 and all subsequent years.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

* Doc Tax : \$
* Int Tax : \$
3,150.00
0.00

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

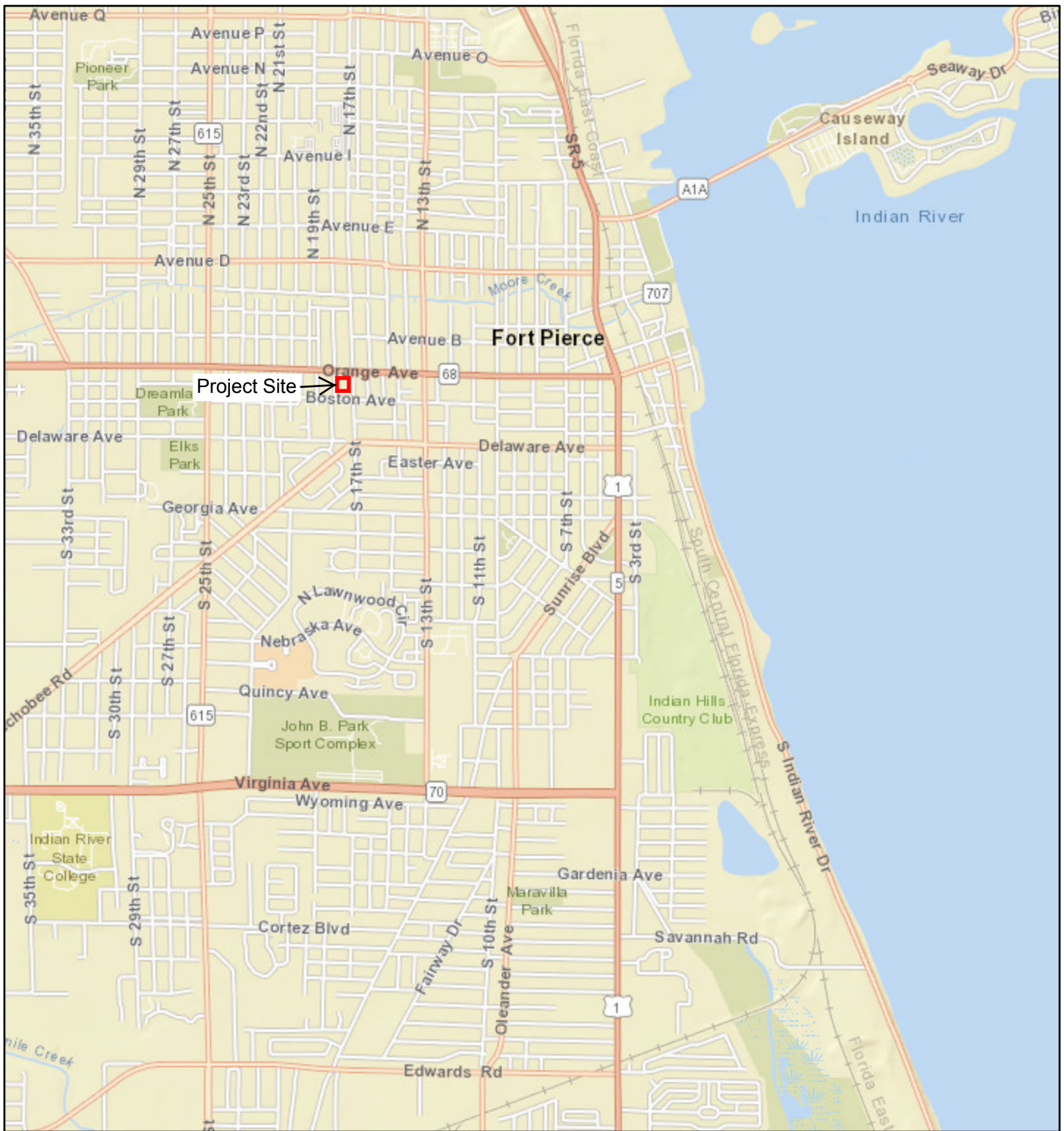
AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

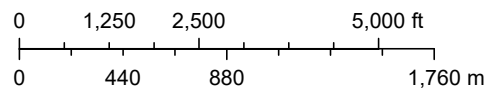
Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

2423 Orange Ave., Fort Pierce, Florida



December 18, 2019

1:36,112



Location Map

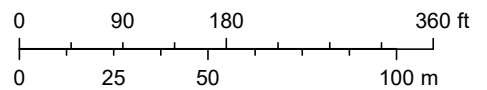
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2423 Orange Ave., Fort Pierce, Florida



December 18, 2019

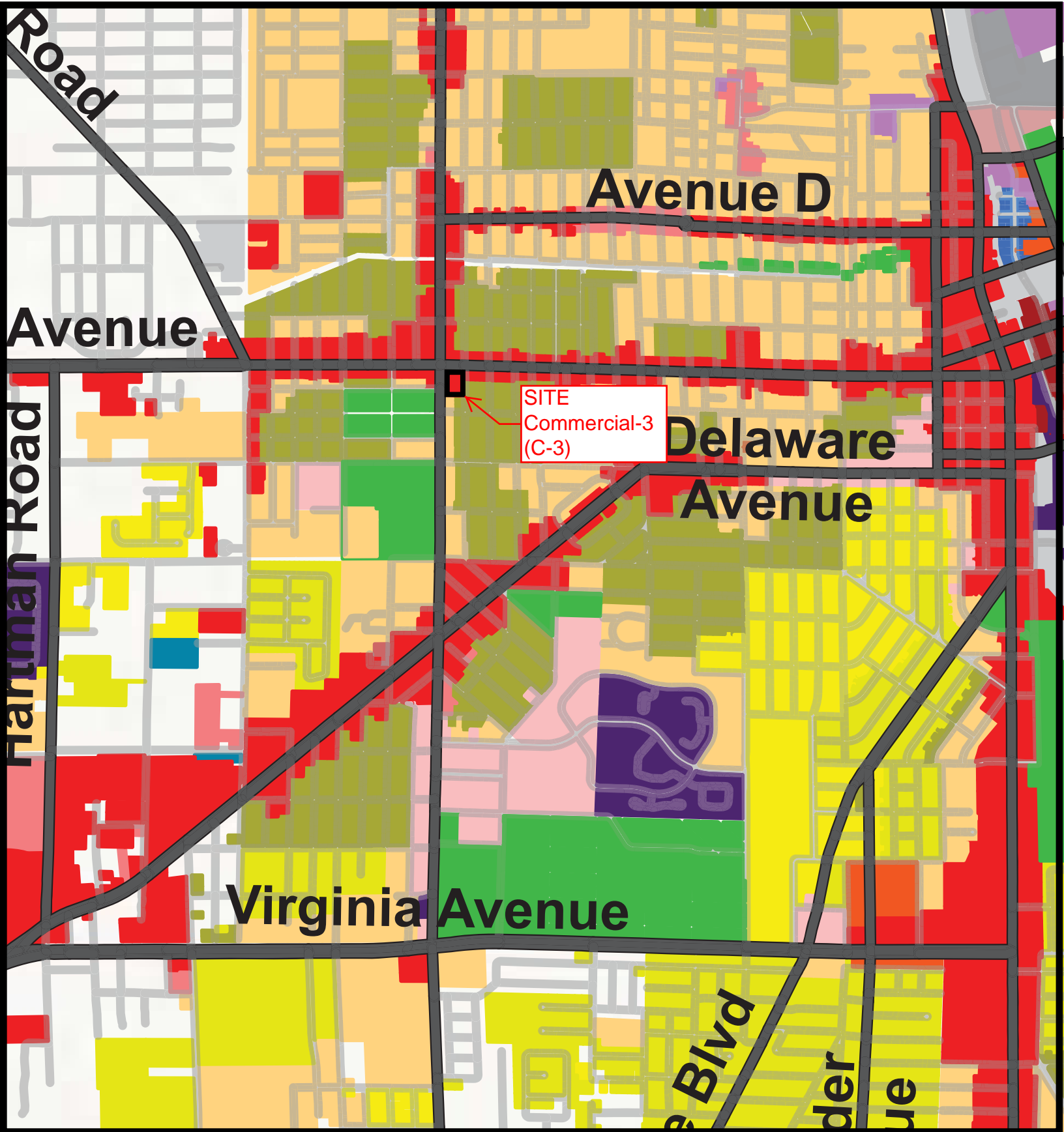
1:2,257



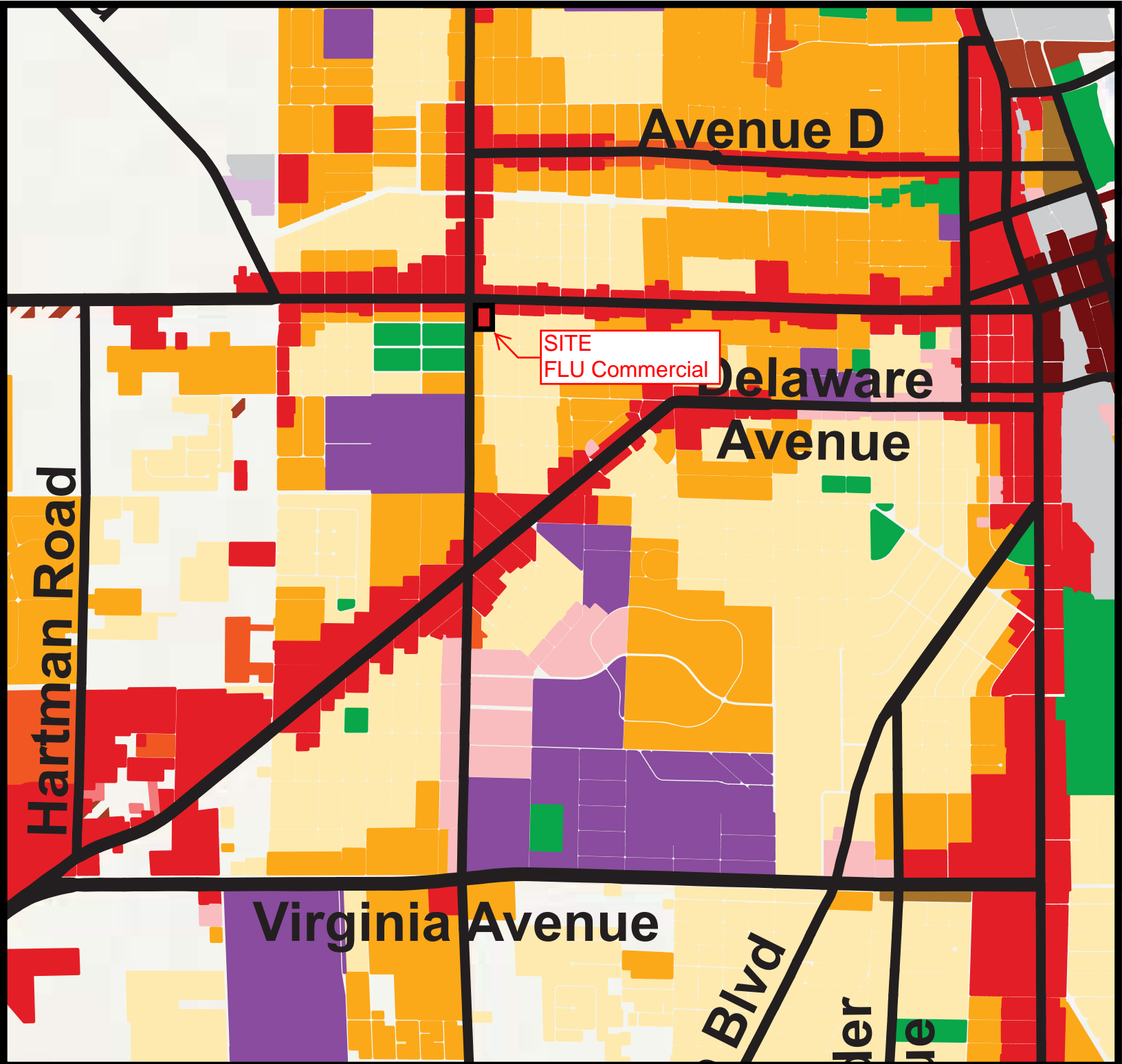
Aerial Location Map

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, GPI Geospatial, Inc.

ZONING MAP



FUTURE LAND USE MAP



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **Floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations (BFEs) shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Transverse Mercator State Plane Florida East FIPS 0901. The horizontal datum was NAD83 HARN, GRS1980 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov/> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242 or visit its website at <http://www.ngs.noaa.gov/>.

Base map information shown on this FIRM was provided in digital format by St. Lucie County and the Florida Geographic Data Library.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

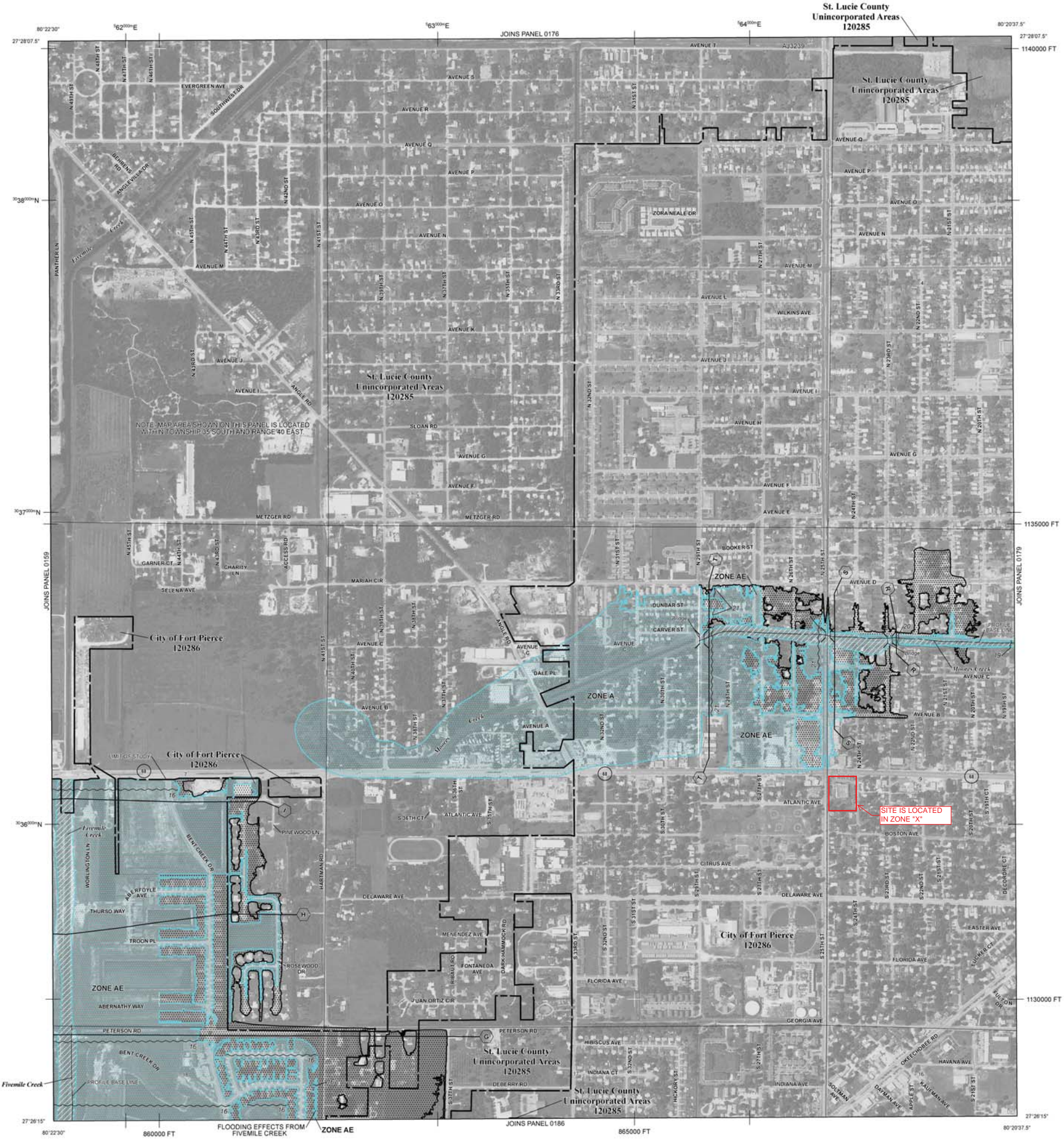
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Information eXchange (FMIX)** at 1-877-336-2627 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FMIX may also be reached at its website at <http://mhc.fema.gov/>.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/business/firm/>.

The "profile base lines" depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line", in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A** No Base Flood Elevations determined.
- ZONE AE** Base Flood Elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99** Areas to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- ZONE D** Areas determined to be outside the 0.2% annual chance floodplain.
- ZONE U** Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- Zone AE boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities
- Base Flood Elevation line and value; elevation in feet* (EL 987)
- * Referenced to the North American Vertical Datum of 1988
- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid ticks, zone 17
- 5000-foot grid values: Florida State Plane coordinate system, East Zone (FPSZONE = 0901), Transverse Mercator projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- DX5510
- M1.5
- River Mile

MAP REPOSITORIES

Refer to Map Repositories List on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP

August 15, 1991

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

November 4, 1992
June 30, 1999

February 16, 2012 - to update corporate limits, to add Base Flood Elevations, to add Special Flood Hazard Areas, to change Special Flood Hazard Areas, to add roads and road names, to update the effects of wave action, and to incorporate previously issued Letters of Map Revision.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

150 0 150 300 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0178J

FIRM FLOOD INSURANCE RATE MAP ST. LUCIE COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 178 OF 420
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
FORT PIERCE, CITY OF	120286	0178	J
ST. LUCIE COUNTY	120285	0178	J

Indicate to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER 1211C0178J

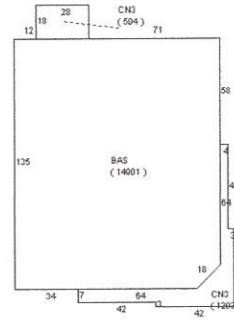
MAP REVISED FEBRUARY 16, 2012

Federal Emergency Management Agency

Half Baths: 0
A/C %: 100%

Heat Fuel: ELEC
Heated %: 100%

Primary Floors: Vinyl Tiles
Sprinkled %: 100%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	14901	14901	484
CN3	CANOPY	1707	0	426

Special Features and Yard Items

Type	Qty	Units	Year Blt
WOOD FEN 8'	1	50	2000
CONCRETE LOW	1	2040	2000
CEMENT CURB	1	960	2000
ASP2 LOW	1	44923	2000
TRIPLE LIGHT	1	11	2000

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$1,114,500					
Land:	\$495,600					
Just/Market:	\$1,610,100					
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$0					
Assessed:	\$1,610,100					
Exemption(s):	\$0					
Taxable:	\$1,610,100					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2001	0041	28.1	Fort Pierce Stormwater Charge	\$1,938.90

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2019	\$1,610,100	\$1,610,100	\$0	\$1,610,100
2018	\$1,622,800	\$1,622,800	\$0	\$1,622,800
2017	\$2,216,800	\$2,216,800	\$0	\$2,216,800

Permits

Property Identification

Site Address: 2423 ORANGE AVE
 Sec/Town/Range: 09/35S/40E
 Map ID: 24/09S
 Zoning: General Co

Parcel ID: 2409-707-0089-000-8
 Account #: 22322
 Use Type: 1100
 Jurisdiction: Fort Pierce

Ownership

Jero Fort Pierce LLC
 %Walgreens Real Estate Tax Dept
 PO Box 1159
 Deerfield, IL 60015

Legal Description

WEST END ADDN BLK C LOTS 1 THRU 9 AND LOTS 42 THRU 45 AND 16 FT VACATED ALLEY LYG CONTIGUOUS WITH REAR OF LOTS-LESS W 10 FT AND LESS N 10 FT- (OR 683-2161: 684-2277, 2280: 1300-1443)

Current Values

Just/Market Value: \$1,610,100
 Assessed Value: \$1,610,100
 Exemptions: \$0
 Taxable Value: \$1,610,100



Total Areas

Finished/Under Air (SF): 14,901
 Gross Sketched Area (SF): 16,608
 Land Size (acres): 2.25
 Land Size (SF): 97,892

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	Book/Page	Sale Code	Deed	Grantor	Price
May 12, 2000	1300 / 1443	XX01	WD	Maryland R and R Ltd Partnersh	\$450,000
Mar 20, 1990	0683 / 2161	XX00	WD	WEST SIDE BAPTIST CHURCH	\$300,000

Building Information (1 of 1)

Finished Area: 14,901 SF

Gross Sketched Area: 16,608 SF

Exterior Data

View:	Roof Cover: Mod Bitimun	Roof Structure: BarJst/Rigid
Building Type: STRH	Year Built: 2000	Frame:
Grade: Y_A	Effective Year: 2000	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 2	Secondary Wall:

Interior Data

Bedrooms: 0	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 0	Heat Type: FredHotAir	Avg Hgt/Floor: 0

ABBREVIATION & SYMBOL LEGEND

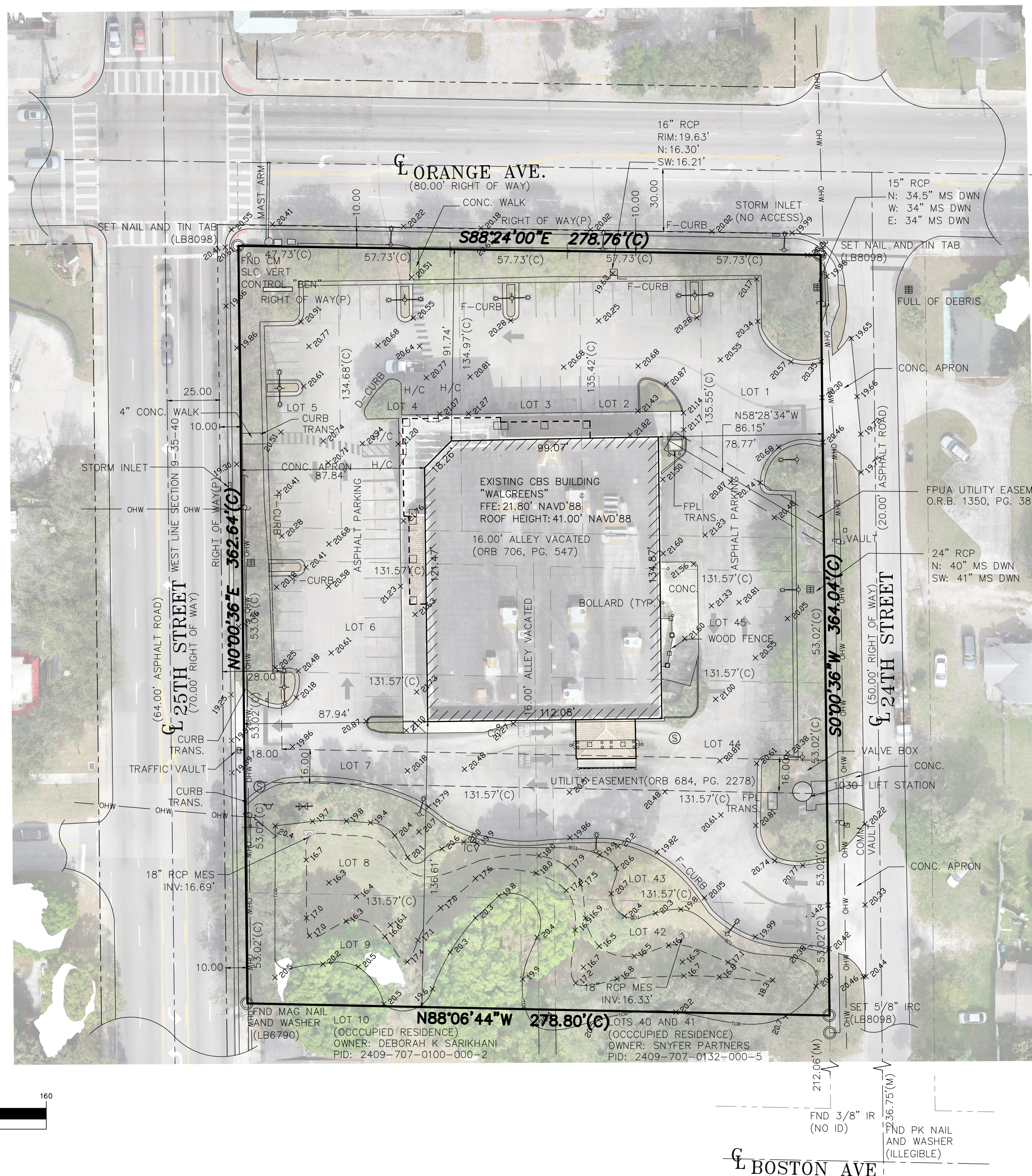
(C)	CALCULATED
(D)	DEED
(M)	FIELD MEASURED
(P)	PLAT DATA
AL	ARC LENGTH
ASPH	ASPHALT
BFP	BACKFLOW PREVENTER
BM	BENCHMARK
BWA	BURIED WATER LINE MARKED BY OTHERS
BST	BELL SOUTH TELEPHONE
C.D.	CORD DISTANCE
CCCL	COASTAL CONSTRUCTION CONTROL LINE
CCR	CERTIFIED CORNER RECORD
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CP	CONCRETE POWER POLE
D.B.	DEED BOOK
D.E.	DRAINAGE EASEMENT
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
E	EAST OR EASTING
E.H.	ELECTRIC HAND HOLE
EL	ELEVATION
EDW	EDGE OF WATER
F.B.P.E.	FLORIDA BOARD OF PROFESSIONAL ENGINEERS
F.F.E.	FINISHED FLOOR ELEVATION
F.O.	FIBER OPTIC
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FM	FORCE MAIN
FND	FOUND
FOHH	FIBER OPTIC HAND HOLE
FPAL	FIBER OPTIC POWER AND LIGHT
FT	FOOT
GIS	GEOGRAPHIC INFORMATION SYSTEMS
SPM	BURIED SANITARY LINES MARKED BY OTHERS
GV	GAZ VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HWF	HOG WIRE FENCE
I.R.C.	INDIAN RIVER COUNTY
IN	INCH
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
L	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
M.C.	MARTIN COUNTY
MAG NAIL	MAG BRAND NAIL
MAG/D	MAG BRAND NAIL AND DISK
MHWL	MEAN HIGH WATER LINE
MWL	MEAN LOWER WATER LINE
MP	METAL PIPE
N	NORTH OR NORTHING
N.R.	NON RADIAL
N/A	NOT AVAILABLE
N/D	NON-DESCRIPT NAIL AND DISK
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
OHV	OVER HEAD WIRES
OPM	BURIED COMMUNICATION LINES MARKED BY OTHERS
P.B.	PALM BEACH COUNTY
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.T.	POINT OF TANGENCY
P.U. & E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
PCN	PARCEL CONTROL NUMBER
PCP	PERMANENT CONTROL POINT
PG	PAGE
PK NAIL	PARKER-KALON NAIL
PK/D	PARKER-KALON NAIL & DISK
PLS	PROFESSIONAL LAND SURVEYOR
PRM	BURIED IRRIGATION LINES MARKED BY OTHERS
PRM	PERMANENT REFERENCE MONUMENT
PSL	PORT SAINT LUCIE, FLORIDA
PVC	POLYVINYL CHLORIDE
R	RADIUS
R/C	ROD AND CAP
R/W	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RGE	RANGE
RIS	COMMUNICATION RISER
RLS	REGISTERED LAND SURVEYOR
RPL	BURIED ELECTRICAL LINES MARKED BY OTHERS
RTK	REAL TIME KINEMATIC
S	SOUTH
S.L.C.	ST. LUCIE COUNTY
SEC	SECTION
SQ. FT.	SQUARE FEET
STA.	STATION
SV	SEWER VALVE
T.O.N.	TOP OF NUT
T.O.B.	TOP OF BANK
T.O.E.	TOP OF EDGE
TSCB	TRAFFIC SIGNAL CONTROL BOX
TOWNSHIP	TOWNSHIP
TP	TYPICAL
U.E.	UTILITY EASEMENT
UNK	UNKNOWN
VCP	VITRIFIED CLAY PIPE
W	WEST
WF	WOOD FENCE
WM	WATER METER
WPP	WOOD POWER POLE
WV	WATER VALVE
X.O.D.	TOPOGRAPHIC DATA ON A SOFT SURFACE
X.O.O.	TOPOGRAPHIC DATA ON A HARD SURFACE
Y.M.	BURIED GAS LINE MARKED BY OTHERS

ALTA/NSPS LAND TITLE SURVEY

FOR: ROSCHMAN ENTERPRISES



SAINT LUCIE COUNTY, FLORIDA
SITE
VICINITY MAP
NO SCALE



LEGAL DESCRIPTION

PARCEL I:
LOTS 1, 2, 3 AND 4, LESS THE NORTH 10 FEET THEREOF; LOT 5, LESS THE NORTH 10 FEET AND THE WEST 10 FEET THEREOF; LOT 6 AND THE WEST 8 FEET OF VACATED ALLEY ADJACENT ON EAST, LESS THE WEST 28 FEET AND THE SOUTH 16 FEET THEREOF; LOTS 8 AND 9 AND THE WEST 8 FEET OF VACATED ALLEY ADJACENT ON EAST, LESS THE WEST 10 FEET THEREOF; LOTS 42, 43, 44 AND 45 AND THE EAST 8 FEET OF VACATED ALLEY ADJACENT ON WEST, LESS THE SOUTH 16 FEET OF LOT 44, ALL LOTS LYING IN BLOCK "C", OF WEST END ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL II:
TOGETHER WITH THAT CERTAIN VACATED 16 FOOT WIDE ALLEYWAY LYING SOUTH OF LOTS 1, 2, 3, 4 AND 5 AND NORTH OF LOTS 6 AND 45, BLOCK "C", OF WEST END ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID ALLEYWAY RUNNING EAST TO WEST LOCATED BETWEEN SOUTH 25TH STREET AND SOUTH 24TH STREET, FORT PIERCE, FLORIDA, WHICH WAS ABANDONED IN OFFICIAL RECORDS BOOK 706, PAGE 547, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

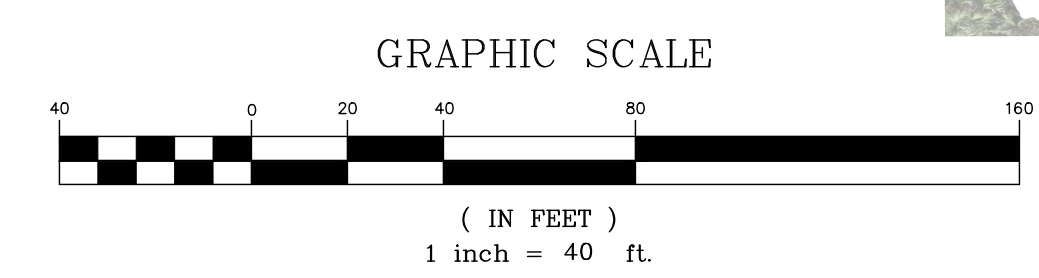
PARCEL III:
AND ALSO TOGETHER WITH THE WEST 23 FEET, LESS THE WEST 10 FEET FOR THE RIGHT-OF-WAY OF SOUTH 25TH STREET OF LOT 7, THE SOUTH 16 FEET OF LOT 7, AND THE WEST 8 FEET OF VACATED ALLEY ADJACENT THERETO ON THE EAST; AND THE SOUTH 16 FEET OF LOT 44, INCLUDING THE EAST 8 FEET OF VACATED ALLEY ADJACENT THERETO ON THE WEST, ALL LOTS LYING IN BLOCK "C", OF WEST END ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO KNOWN AS:
A.K.A LEGAL DESCRIPTION BY SURVEYOR:
LOTS 1 THRU 9 AND LOTS 42 THRU 45, BLOCK "B-C", TOGETHER WITH THE 16 FOOT VACATED ALLEY LYING CONTIGUOUS WITH THE REAR OF SAID LOTS AS SHOWN ON THE PLAT OF WEST END ADDITION AND RECORDED IN PLAT BOOK 2, PAGE 5, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS AND EXCEPT THE WEST 10 FEET AND THE NORTH 10 FEET THEREOF.

ADDRESS: 2423 ORANGE AVENUE, FT. PIERCE, FLORIDA
FLIGHT NO. 2409-707-0089-000-8

FLIGHT NOTES & ACCURACY REPORT

- THIS SITE WAS FLOWN DURING FEBRUARY 04, 2020, UTILIZING A DJI PHANTOM 4 PRO SERIES DRONE, WITH DRONE DEPLOY VERSION 2.63.0 FOR FLIGHT PLANNING AND POST PROCESSING.
- THE FLIGHT WAS CONDUCTED BY CERTIFIED REMOTE PILOT No. 4297810.
- HORIZONTAL CONTROL STATEMENT: MAP BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE PROJECTION, EAST ZONE, US SURVEY FEET, FL83-EF UTILIZING EPSG CODE 2236. USE OF FOUND PLAT CONTROL MONUMENTATION AND/OR SECTIONAL BREAKDOWN WERE USED AS PART OF THE MAPPING PROCESS. DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
- MEASUREMENTS OF DISTANCE AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1-3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
- FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
- VERTICAL CONTROL STATEMENT: VERTICAL GROUND CONTROL MONUMENTATION WAS OBTAINED UTILIZING TRIMBLE "VRS NOW" RTK NETWORK AND ARE RELATIVE TO THE PUBLISHED VERTICAL CONTROL INFORMATION STATED IN THE NOTES PORTION OF THIS MAP
- RELATIVE ACCURACY:
 - GROUND SAMPLING DISTANCE (GSD) RANGE= 0.28 IN/PIXEL
 - APPROX. HORIZONTAL RELATIVE ACCURACY RANGE = 0.22 IN
 - APPROX. VERTICAL RELATIVE ACCURACY RANGE = 0.12 IN
 - OPTIMIZED CAMERA LOCATION ERROR RANGE = X:0.22 IN Y:0.02 IN Z:0.12 IN
 - OPTIMIZED CAMERA LOCATION XYZ RMSE RANGE = 0.25 CM/PIXEL
 - TOTAL (RMSE) X: 0.2449 IN - Y:0.3003 IN - Z:0.2138 IN




ALTA NOTES AND REPORT:

- REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR 7) AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
- CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY THE CLIENTS AND/OR THEIR AGENTS.
- PARCEL IN QUESTION CONTAINS 10244.335 SQ FEET (2.324 AC.), MORE OR LESS.
- MATTERS OF RECORD ACCORDING TO TITLE SEARCH BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE # 8410103 HAS BEEN REVIEWED AS TO MATTERS OF SURVEY AND ARE AS FOLLOWS:
 - ITEMS 1-7, 9-11: AFFECT THE SUBJECT PROPERTY, NOT PLOTTABLE.
 - ITEMS 8: AFFECTS PROPERTY AND SHOWN ON SURVEY.
- THE LAST DATE OF FIELD WORK WAS MAY 6, 2020.
- 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, AND INCLUDES ITEMS 1, 3, 6A, 6B, 8, 11, 13, 14, 17, 18, AND 19 OF TABLE A THEREOF.
 - TABLE A ITEM 1: MONUMENTS HAVE BEEN FOUND OR SET AT ALL MAJOR CORNERS.
 - TABLE A ITEM 3: THE HEREON DESCRIBED PROPERTY IS LOCATED WITHIN AREA OF MINIMAL FLOODING, FLOOD HAZARD ZONE DESIGNATION "X", ACCORDING TO FLOOD INSURANCE RATE MAP No. 12111C0186J, SAINT LUCIE COUNTY, FLORIDA, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), EFFECTIVE DATE FEBRUARY 16, 2012.
 - TABLE A ITEM 9: THERE ARE 76 PARKING SPACES INCLUDING 4 HANDICAP.
 - TABLE A ITEM 17: THE SURVEYOR IS NOT AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAYS. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
 - TABLE A ITEM 18: NO WETLANDS EXIST ON SITE.
 - TABLE A ITEM 19: ALL OFFSITE EASEMENT OR SERVICUTES IF OBTAINED BY SURVEYOR HAVE BEEN SHOWN ON SURVEY.

- REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
- BEARINGS SHOWN HEREON ARE BASED UPON NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE PROJECTION PER THE LINE LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
- IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALD POSITIONS.
- UNDERGROUND UTILITIES SHOWN WERE ONLY LOCATED BASED ON OBSERVED EVIDENCE.
- THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
- THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88) AND ARE IN FEET AND FRACTIONS THEREOF AND ARE BASED ON ST. LUCIE COUNTY BENCHMARK "BM" HAVING A PUBLISHED ELEVATIONS OF 20.55' NAVD88.
- THE INTENDED USE OF THIS SURVEY IS COMMERCIAL HAVING A HORIZONTAL ACCURACY OF 0.04' AND A VERTICAL ACCURACY OF 0.10'.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION:
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, 7A, 7C, 8, 9, 11, 13, 14, 16 AND 19 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 20, 2019.

Michael T. Owen 5/18/2020
MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556
SIGNATURE DATE:



ENGINEERS & SURVEYORS ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com


F.B.P.E. CERTIFICATE OF AUTHORIZATION 8935
L.B. CERTIFICATE OF AUTHORIZATION 8098

FS	DATE
DRAWN BY	DATE
MTD	DATE
CHECKED BY	DATE
SCALE	DATE
FILE NAME	DATE
SHEET 1	DATE
LAYOUT	DATE
AS SHOWN	DATE
SCALE	DATE
DATE	DATE

ALTA/NSPS LAND TITLE SURVEY

FOR: ROSCHMAN ENTERPRISES
A PORTION OF BLOCK C, WEST END ADDITION
SEC. 09, TNSHP. 35, RGE. 40 EAST

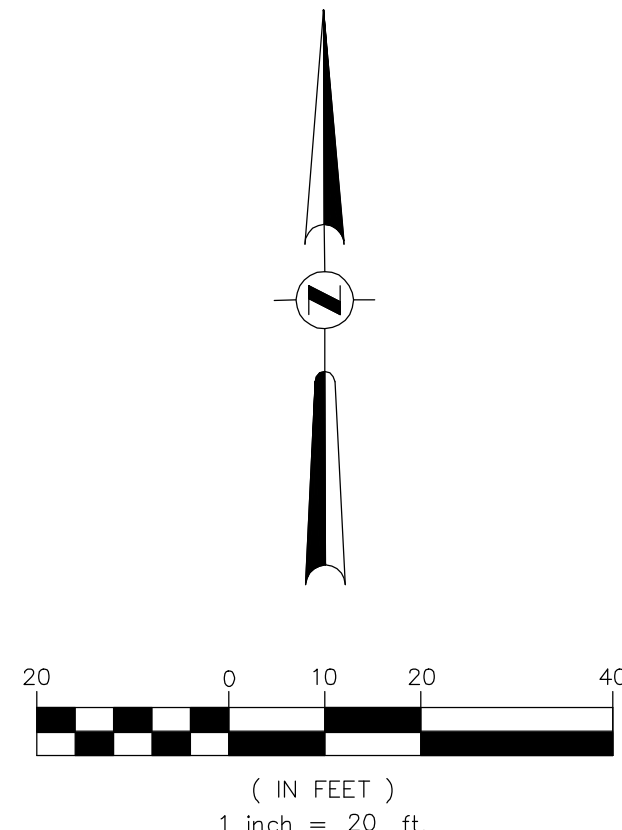
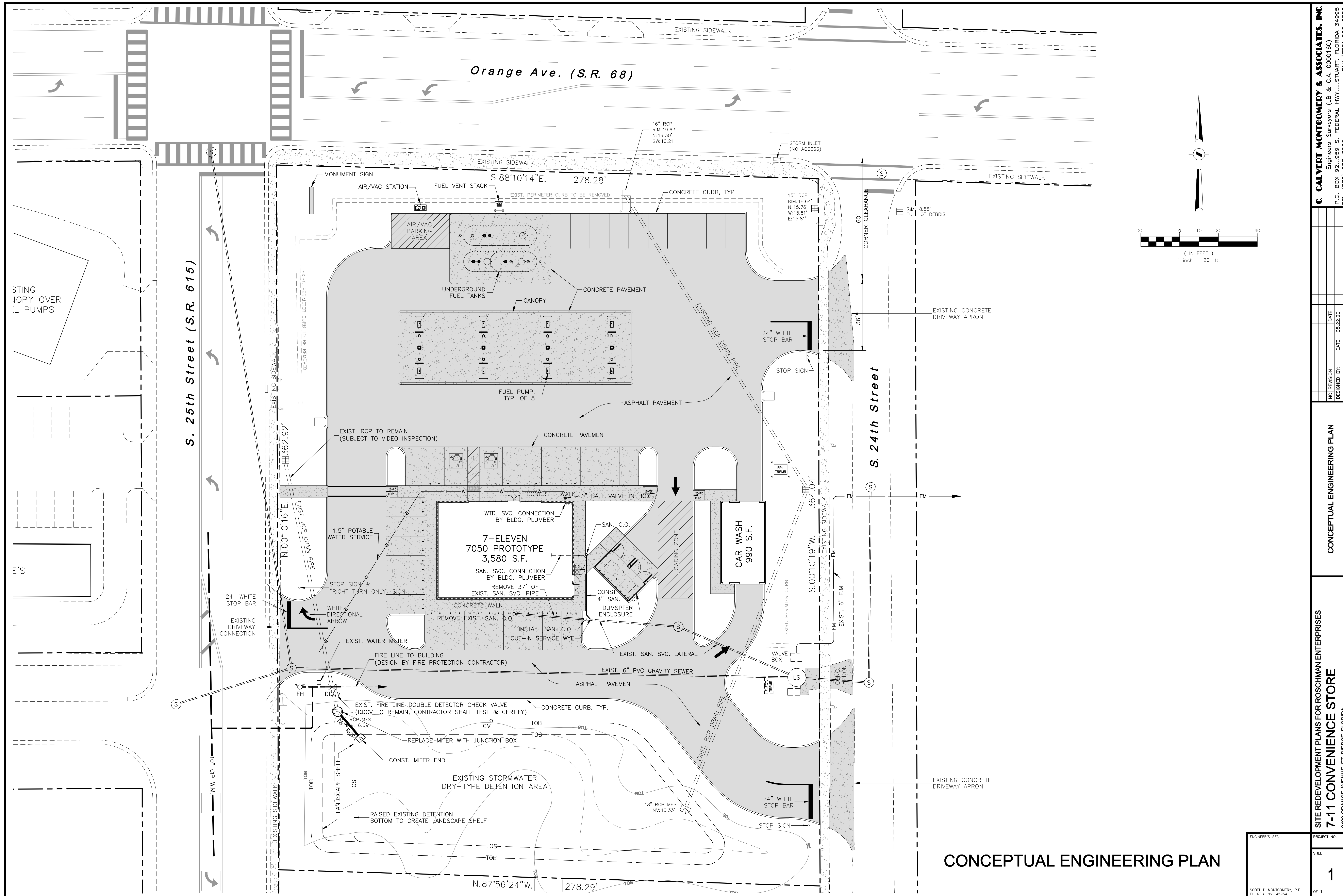
FLORIDA
SAINT LUCIE COUNTY.



10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

20-120

1 OF 2



C CALVERT MONTGOMERY & ASSOCIATES, INC.
 Engineers-Surveyors (LB & C.A. 0000160)
 P.O. Box 92...959 S. FEDERAL HWY...STUART, FLORIDA 34995
 TEL: (772) 287-3636 FAX: (772) 220-0560

NO	REVISION	DATE

DESIGNED BY: DATE: 05.22.20
 DRAWN BY: SCALE: 1"=20'

CONCEPTUAL ENGINEERING PLAN

SITE REDEVELOPMENT PLANS FOR ROSCHMAN ENTERPRISES
7-11 CONVENIENCE STORE
 2423 ORANGE AVENUE, FT. PIERCE, FLORIDA

ENGINEER'S SEAL: SCOTT T. MONTGOMERY, P.E. FL REG. No. 49954	PROJECT NO.
	SHEET 1
	OF 1

CONCEPTUAL ENGINEERING PLAN

REVISIONS	
NO.	DESCRIPTION

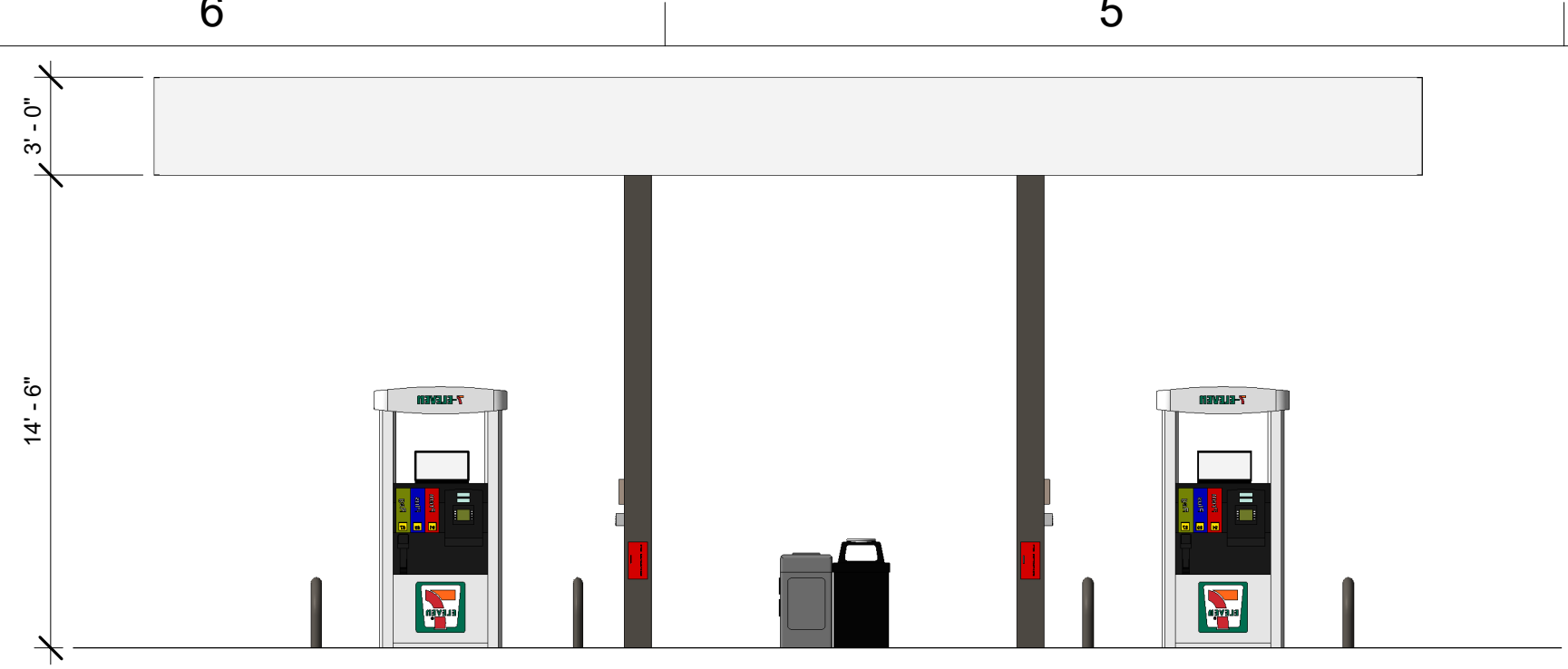
Drawing Size: 24 x 36	Project #: XXXXX
Drawn By: RMF	Checked By: RMF

Title:
REVIEW BOARD
BUILDING, DUMPSTER
& FUELING CANOPY
ELEVATIONS

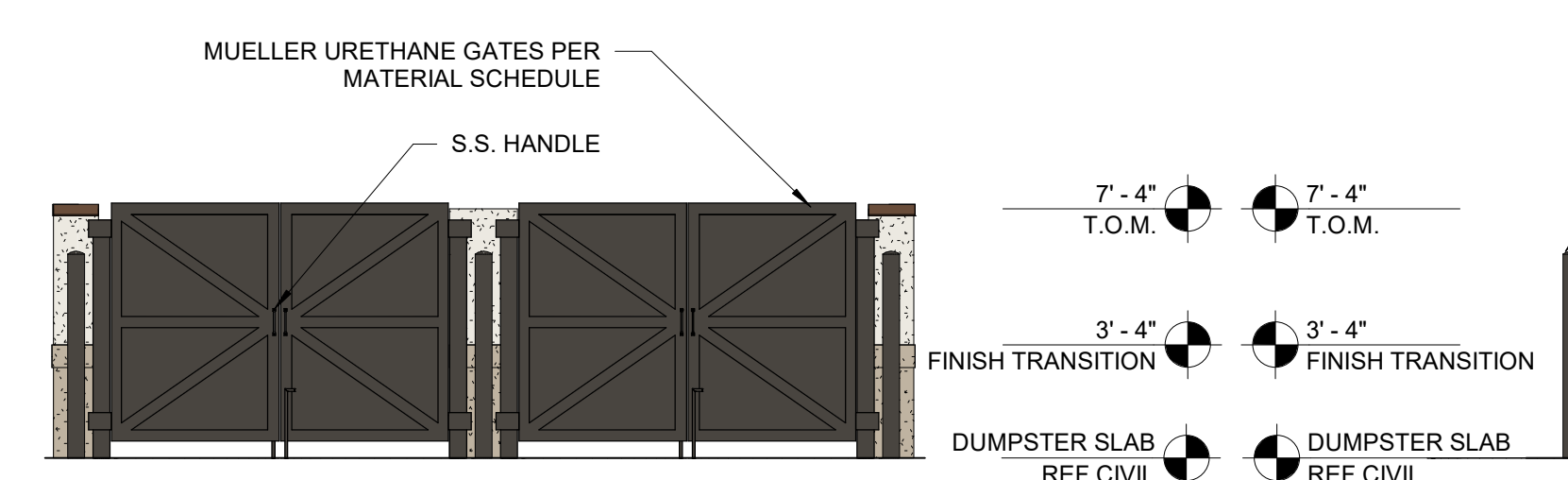
Sheet Number:
R001

Date: 05/07/2020 **Store #:** TBD

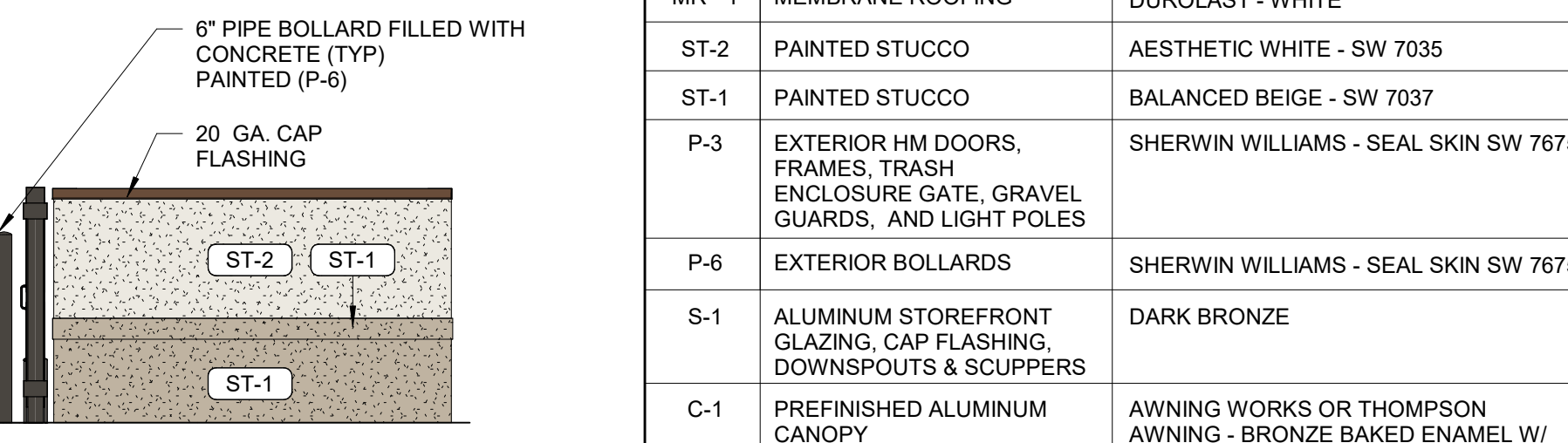
EXTERIOR MATERIALS SCHEDULE		
NO.	MATERIAL	MANUF.-COLOR
MR - 1	MEMBRANE ROOFING	DUROLAST - WHITE
ST-2	PAINTED STUCCO	AESTHETIC WHITE - SW 7035
ST-1	PAINTED STUCCO	BALANCED BEIGE - SW 7037
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS - SEAL SKIN SW 7675
P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS - SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING, DOWNSPOUTS & SCUPPERS	DARK BRONZE
C-1	PREFINISHED ALUMINUM CANOPY	AWNING WORKS OR THOMPSON AWNING - BRONZE BAKED ENAMEL W/ REAR GUTTER CONNECTIONS



8 FUEL CANOPY ELEVATION - SHORT
3/16" = 1'-0"



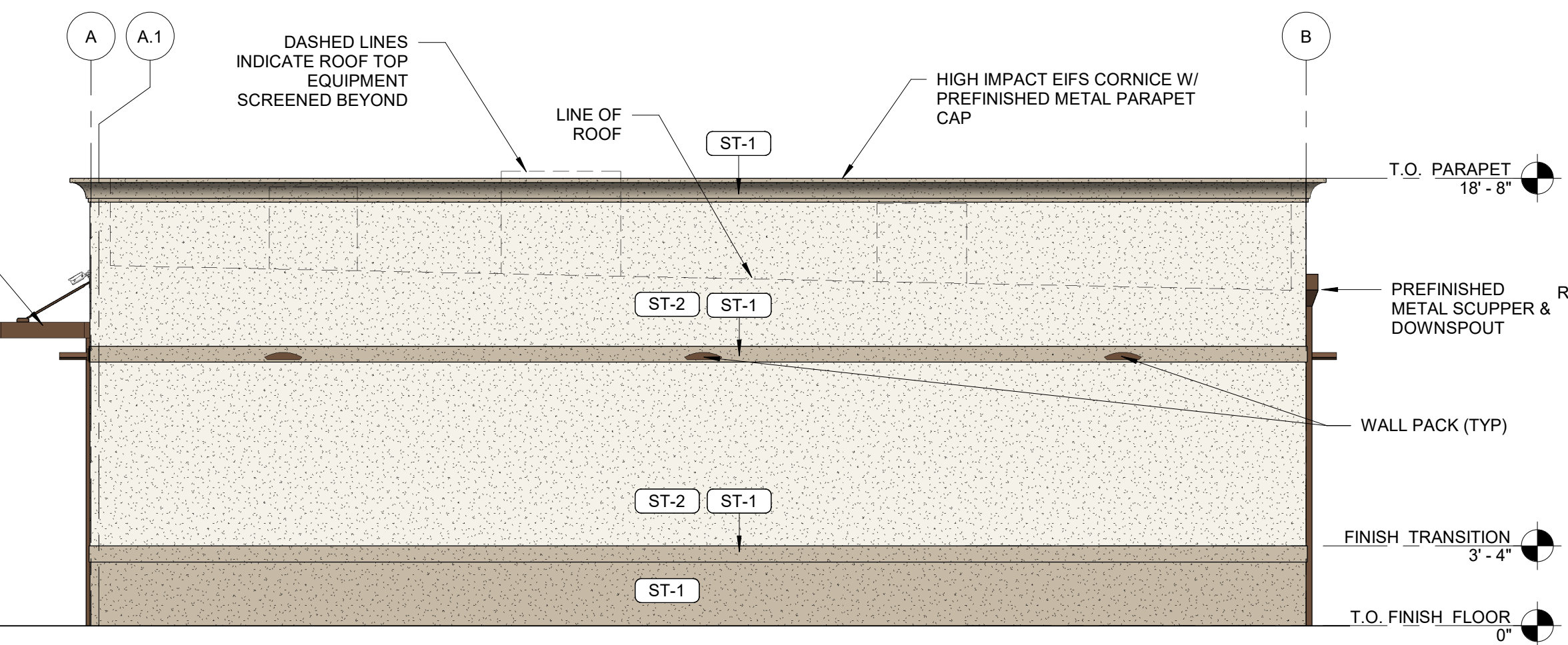
7 GATE ELEVATION DUMPSTER ENCL.
3/16" = 1'-0"



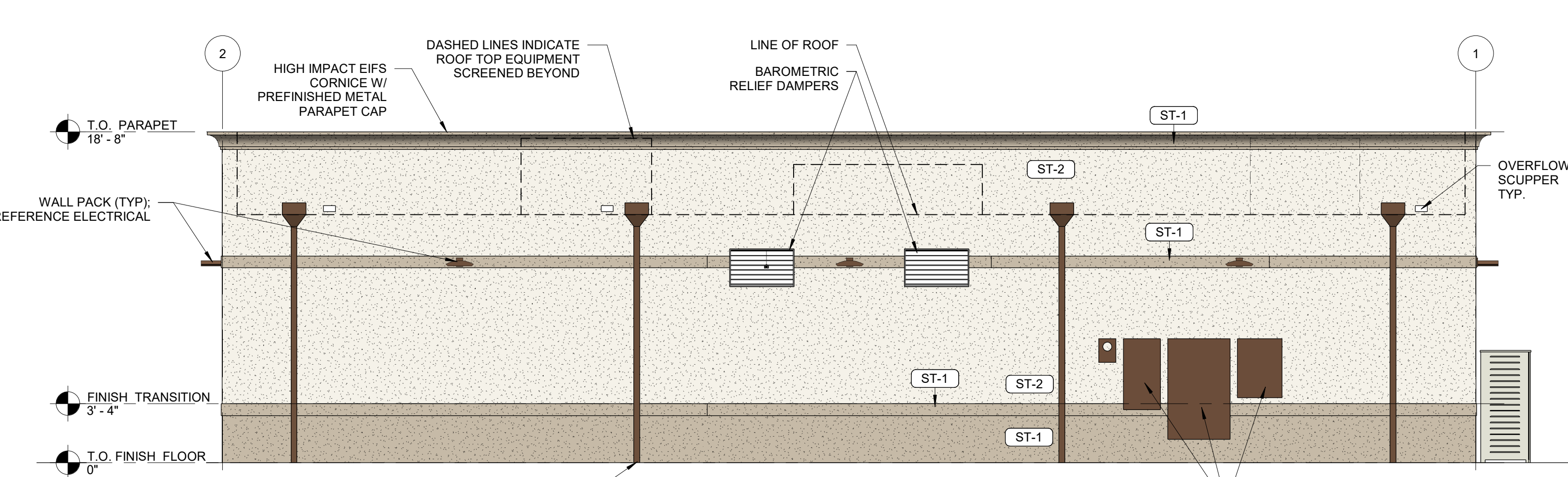
6 ELEVATION - SIDE DUMPSTER ENCL.
3/16" = 1'-0"



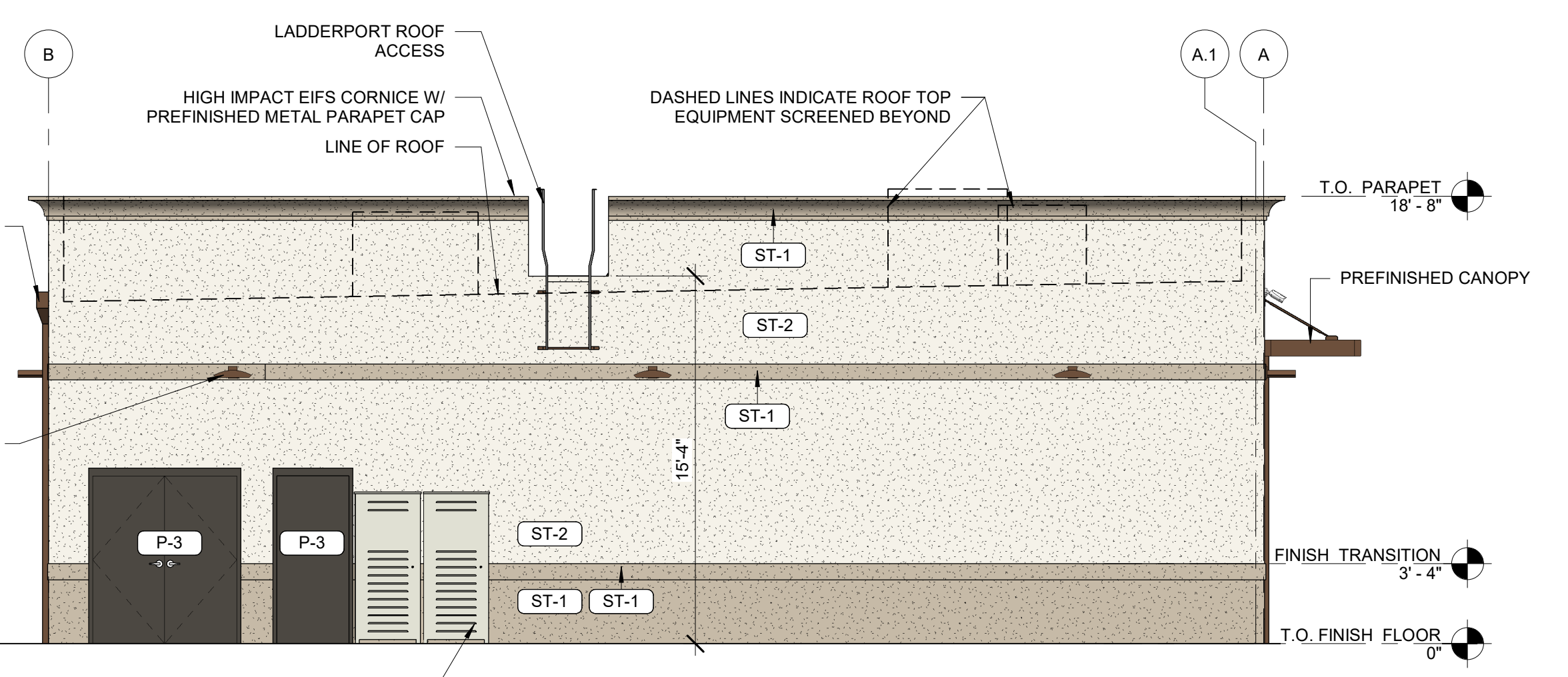
5 FUEL CANOPY ELEVATION - LONG
3/16" = 1'-0"



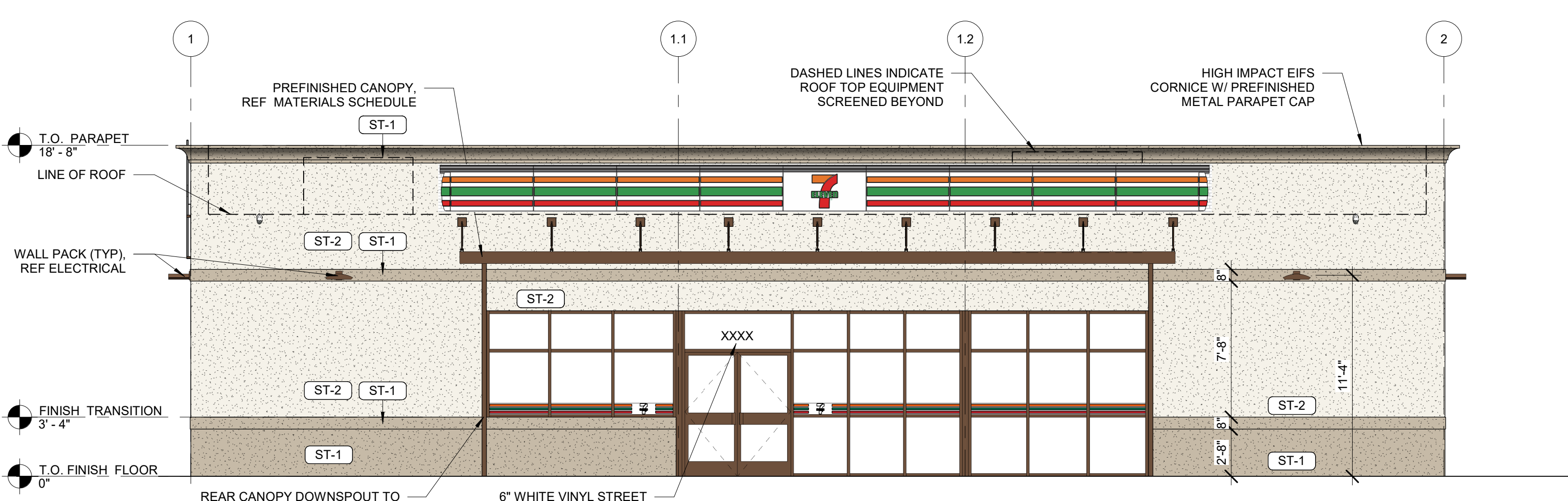
4 ELEVATION - RIGHT SIDE
3/16" = 1'-0"



3 ELEVATION - REAR
3/16" = 1'-0"



2 ELEVATION - LEFT SIDE
3/16" = 1'-0"



1 ELEVATION - FRONT
3/16" = 1'-0"

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6

5

4

3

2

1

EXTERIOR MATERIALS SCHEDULE		
NO.	MATERIAL	MANUF.-COLOR
MR-1	MEMBRANE ROOFING	DUROLAST - WHITE
ST-2	PAINTED STUCCO	AESTHETIC WHITE - SW 7035
ST-1	PAINTED STUCCO	BALANCED BEIGE - SW 7037
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS - SEAL SKIN SW 7675
P-6	EXTERIOR BOLLARDS	SHERWIN WILLIAMS - SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING, CAP FLASHING, DOWNSPOUTS & SCUPPERS	DARK BRONZE
C-1	PREFINISHED ALUMINUM CANOPY	AWNING WORKS OR THOMPSON AWNING - BRONZE BAKED ENAMEL W/ REAR GUTTER CONNECTIONS



702 SE 5TH ST. SUITE 30
BENTONVILLE, AR 72712
TEL. 479.321.0478

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.
Contractor is responsible for confirming and correlating dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

CLIENT NAME
FLORIDA EQUITIES COMMERCIAL
6300 NE 1ST AVE STE 300
FORT LAUDERDALE, FL 33334

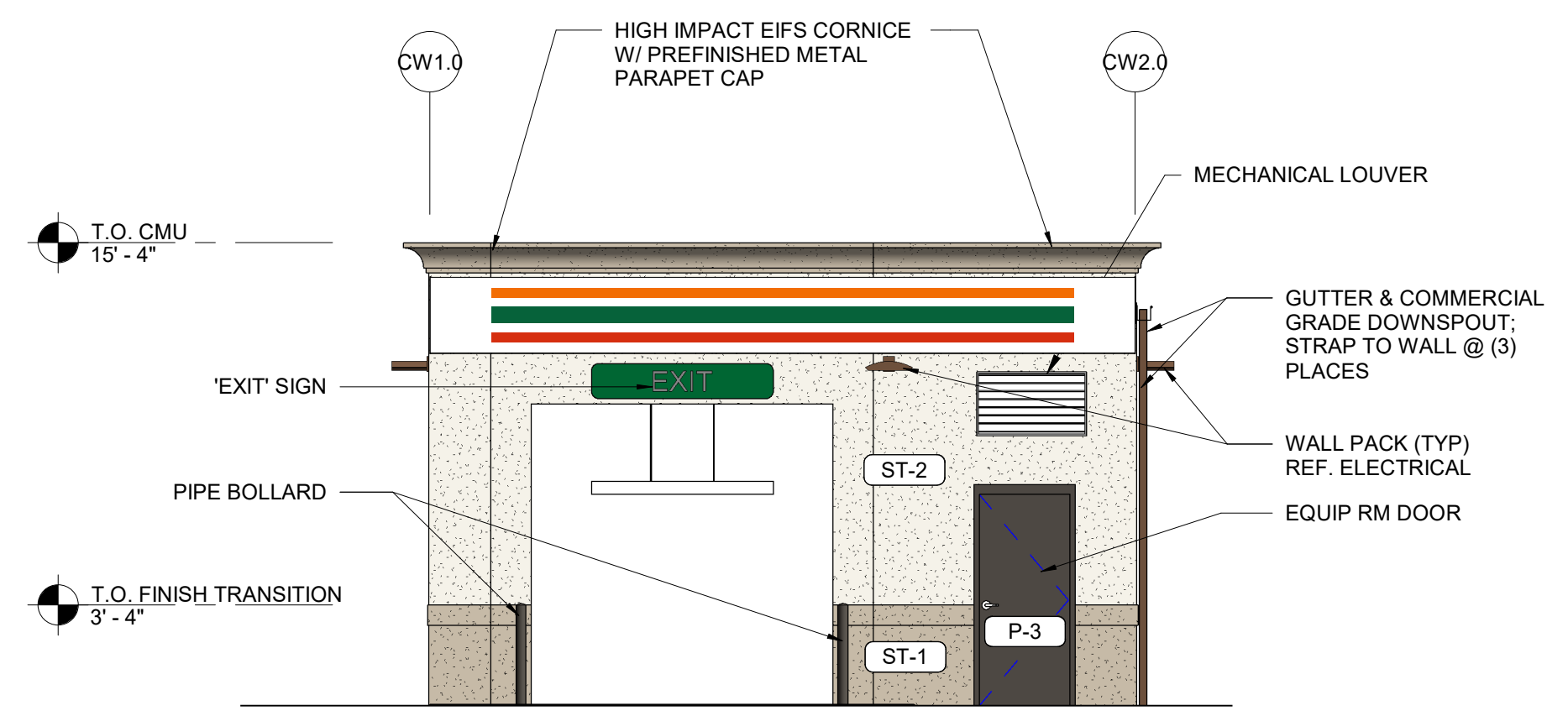
TENANT
7-ELEVEN INC.
3200 HACKBERRY ROAD
IRVING, TX 75063

MEP CONSULTANT

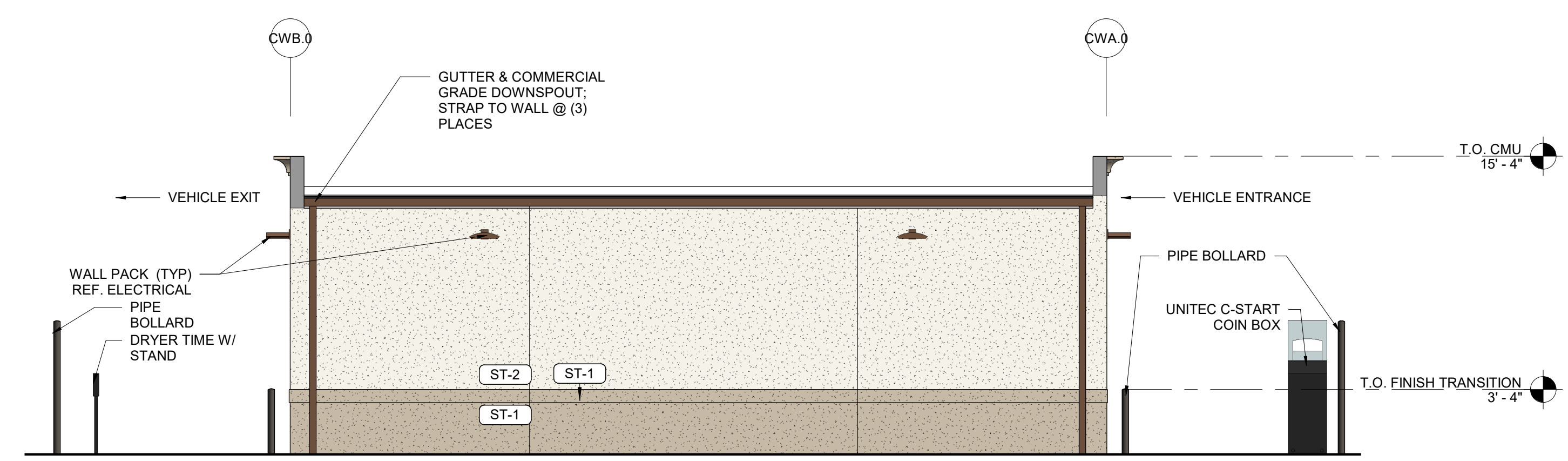
STRUCTURAL CONSULTANT

PROTO:04/30/2018

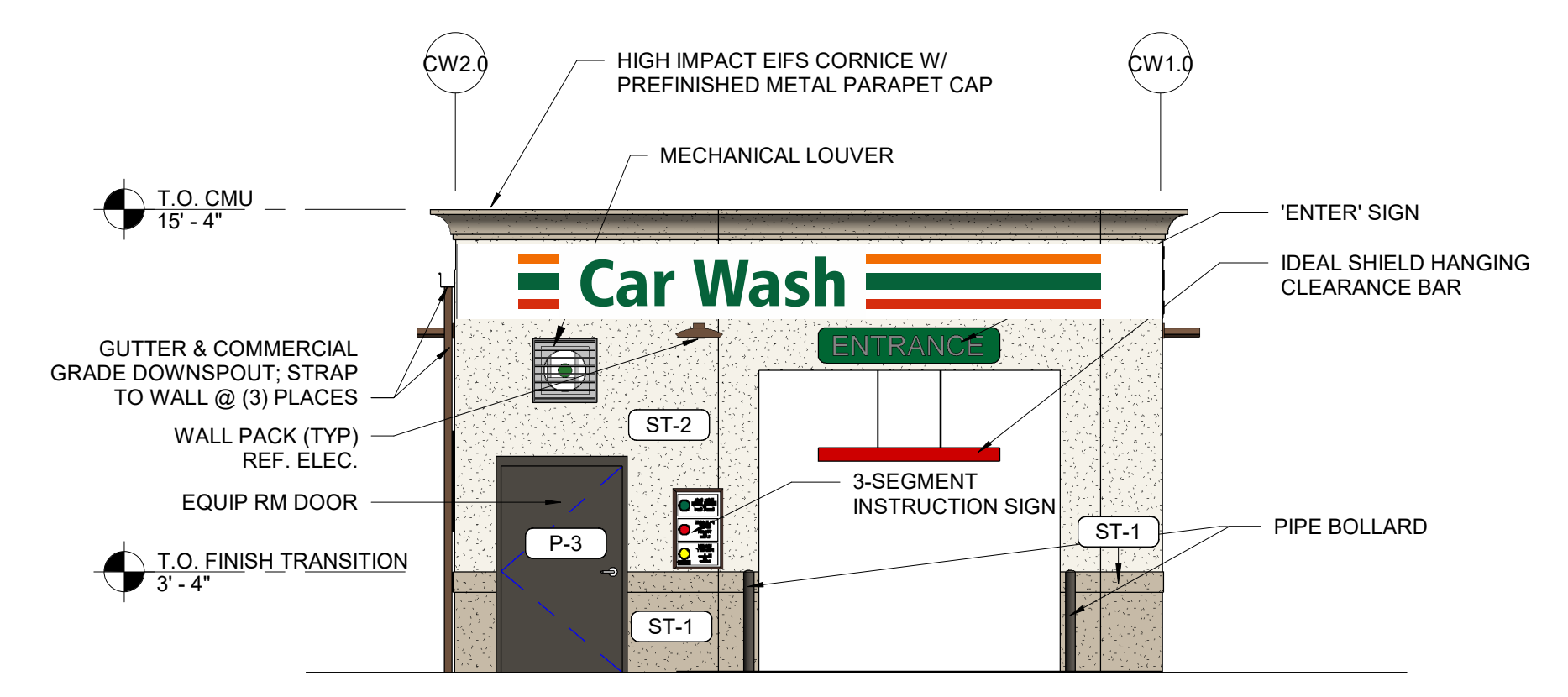
7-ELEVEN STORE - CAR WASH
2423 ORANGE AVE.
FORT PIERCE, FL



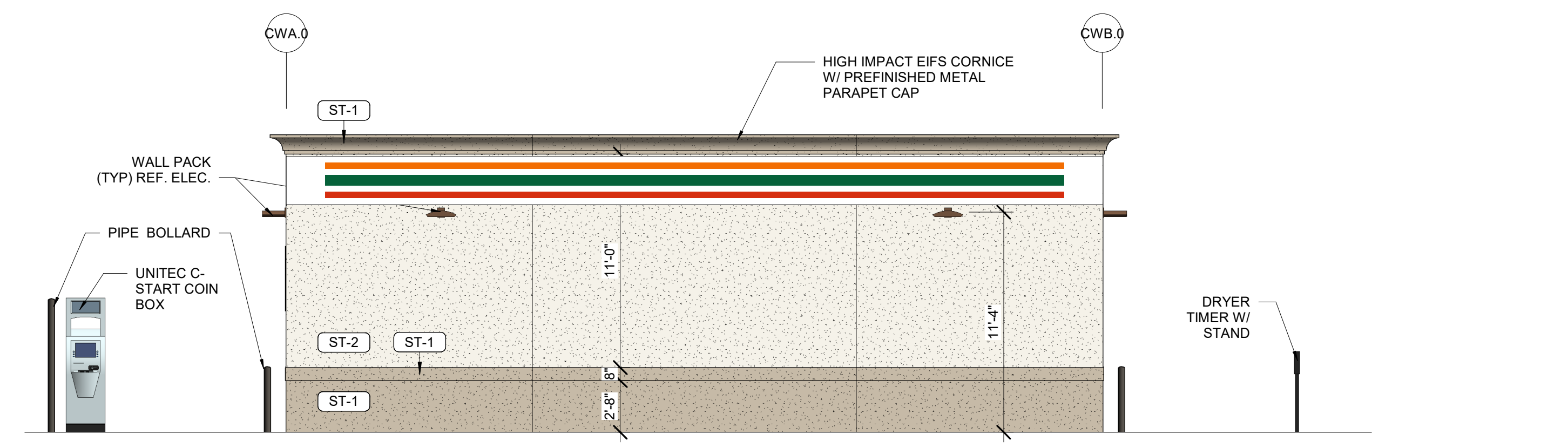
4 CAR WASH ELEVATION - EXIT FACING NORTH
3/16" = 1'-0"



3 CAR WASH ELEVATION - FACING WEST
3/16" = 1'-0"



2 CAR WASH ELEVATION - ENTRY FACING SOUTH
3/16" = 1'-0"



1 CAR WASH ELEVATION - FACING EAST
3/16" = 1'-0"

05/07/2020
Architect Name - RYAN M. FAUST
Architect Number - AR97905

THE SEAL & SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED & WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

REVISIONS	
NO.	DESCRIPTION

Drawing Size: 24 x 36
Project #: XXXXX
Drawn By: RMF
Checked By: RMF

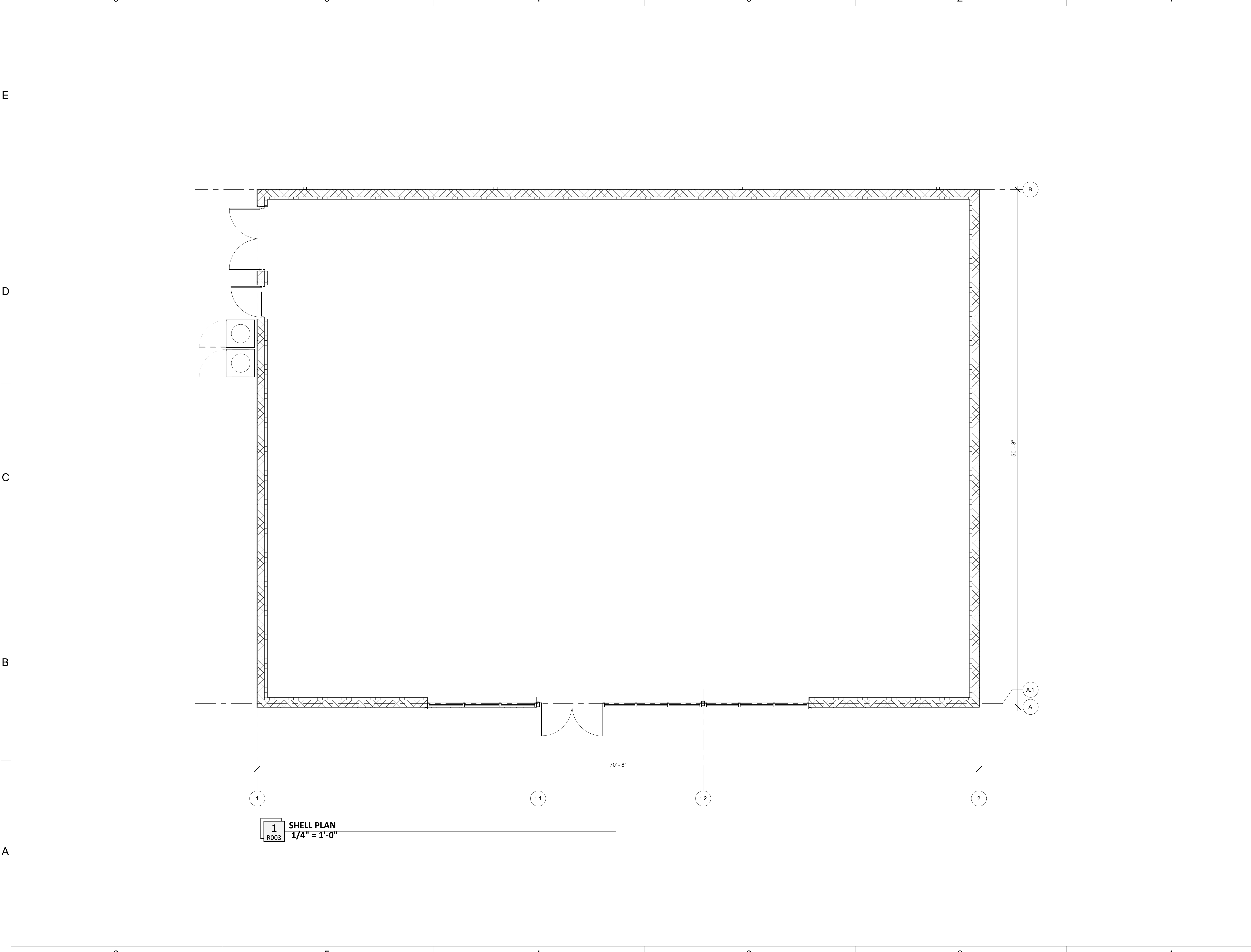
Title:
REVIEW BOARD CAR WASH ELEVATIONS

Sheet Number:
R002

Date: 05/07/2020 **Store #:** TBD

19010_LOL_FL_CW_A_R20_detached.rvt

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702 SE 5TH ST. SUITE 30
 BENTONVILLE, AR 72712
 TEL. 479.321.0478

Drawings & Specifications as instruments of service are & shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing & with appropriate compensation to the Architect.
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CLIENT NAME
 FLORIDA EQUITIES COMMERCIAL
 6300 NE 1ST AVE STE 300
 FORT LAUDERDALE, FL 33334

TENANT
 7-ELEVEN INC.
 3200 HACKBERRY ROAD
 IRVING, TX 75063

MEP CONSULTANT

STRUCTURAL CONSULTANT

PROTO:10/23/2019

7-ELEVEN STORE
2423 ORANGE AVE
FT PIERCE, FL

05/07/2020
Architect Name - RYAN M. FAUST
Architect Number - AR97905

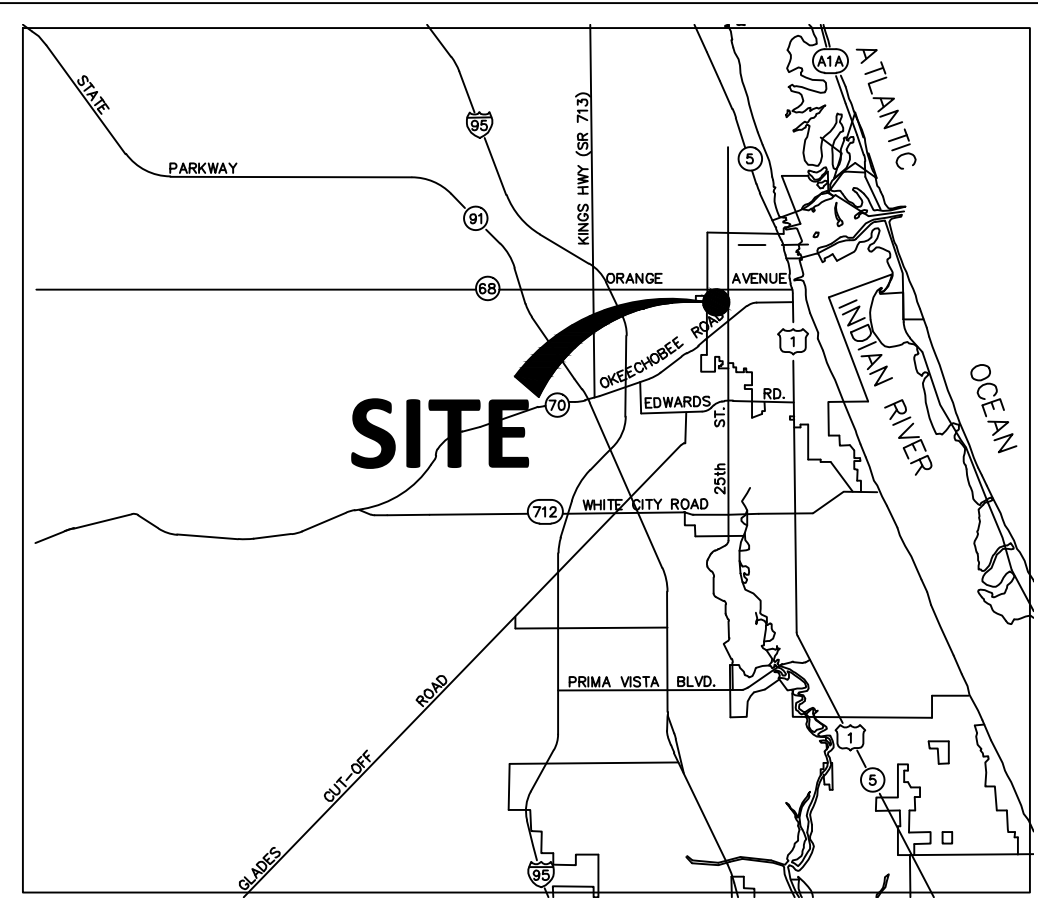
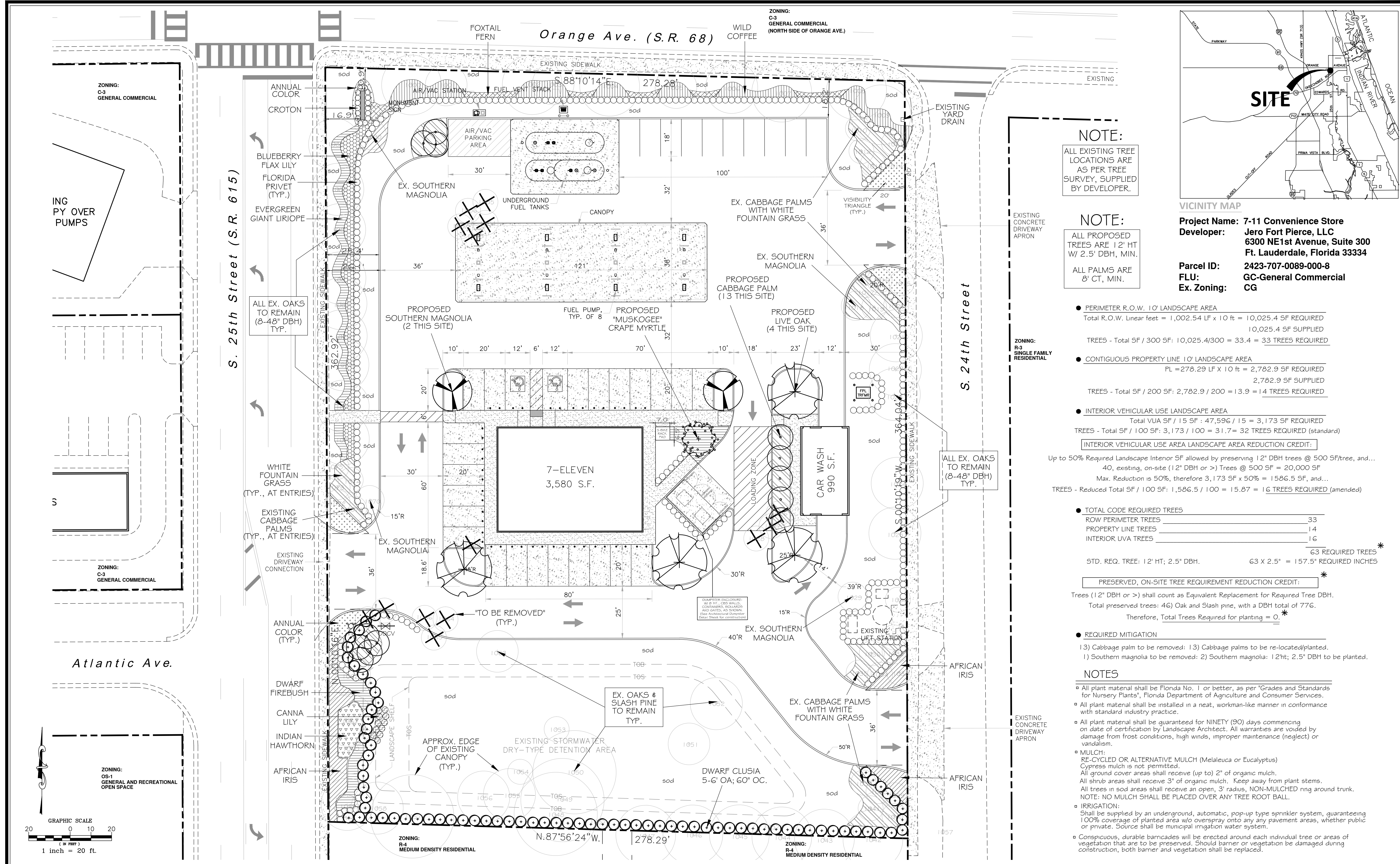
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REVISIONS	
NO.	DESCRIPTION

Drawing Size: 24 x 36	Project #: XXXXX
Drawn By: RMF	Checked By: RMF
Title: SHELL PLAN	

Sheet Number:
R003

Date: 05/07/2020 Store #: TBD



VICINITY MAP

Project Name: 7-11 Convenience Store
Developer: Jero Fort Pierce, LLC
 6300 NE1st Avenue, Suite 300
 Ft. Lauderdale, Florida 33334

Parcel ID: 2423-707-0089-000-8
FLU: GC-General Commercial
Ex. Zoning: CG

NOTE:
 ALL EXISTING TREE LOCATIONS ARE AS PER TREE SURVEY, SUPPLIED BY DEVELOPER.

NOTE:
 ALL PROPOSED TREES ARE 12' HT W/ 2.5" DBH, MIN.
 ALL PALMS ARE 8' CT, MIN.

PERIMETER R.O.W. 10' LANDSCAPE AREA
 Total R.O.W. Linear feet = 1,002.54 LF x 10 ft = 10,025.4 SF REQUIRED
 10,025.4 SF SUPPLIED
 TREES - Total SF / 300 SF: 10,025.4/300 = 33.4 = 33 TREES REQUIRED

CONTIGUOUS PROPERTY LINE 10' LANDSCAPE AREA
 PL = 278.29 LF x 10 ft = 2,782.9 SF REQUIRED
 2,782.9 SF SUPPLIED
 TREES - Total SF / 200 SF: 2,782.9 / 200 = 13.9 = 14 TREES REQUIRED

INTERIOR VEHICULAR USE LANDSCAPE AREA
 Total VUA SF / 15 SF = 47,596 / 15 = 3,173 SF REQUIRED
 TREES - Total SF / 100 SF: 3,173 / 100 = 31.7 = 32 TREES REQUIRED (standard)

INTERIOR VEHICULAR USE AREA LANDSCAPE AREA REDUCTION CREDIT:
 Up to 50% Required Landscape Interior SF allowed by preserving 12" DBH trees @ 500 SF/tree, and...
 40, existing, on-site (12" DBH or >) Trees @ 500 SF = 20,000 SF
 Max. Reduction is 50%, therefore 3,173 SF x 50% = 1,586.5 SF, and...
 TREES - Reduced Total SF / 100 SF: 1,586.5 / 100 = 15.87 = 16 TREES REQUIRED (amended)

TOTAL CODE REQUIRED TREES

ROW PERIMETER TREES	33
PROPERTY LINE TREES	14
INTERIOR VUA TREES	16
TOTAL	63 REQUIRED TREES*

STD. REQ. TREE: 12' HT; 2.5" DBH. 63 X 2.5" = 157.5" REQUIRED INCHES

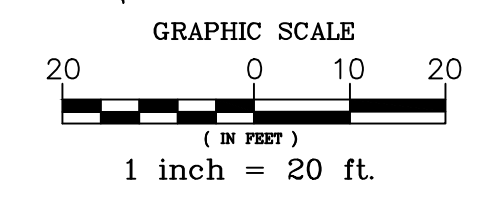
PRESERVED, ON-SITE TREE REQUIREMENT REDUCTION CREDIT:
 Trees (12" DBH or >) shall count as Equivalent Replacement for Required Tree DBH.
 Total preserved trees: 46) Oak and Slash pine, with a DBH total of 776.
 Therefore, Total Trees Required for planting = 0.*

REQUIRED MITIGATION

1) 3) Cabbage palm to be removed: 13) Cabbage palms to be re-located/planted.
 1) Southern magnolia to be removed: 2) Southern magnolia: 12'ht; 2.5" DBH to be planted.

NOTES

- All plant material shall be Florida No. 1 or better, as per "Grades and Standards for Nursery Plants", Florida Department of Agriculture and Consumer Services.
- All plant material shall be installed in a neat, workman-like manner in conformance with standard industry practice.
- All plant material shall be guaranteed for NINETY (90) days commencing on date of certification by Landscape Architect. All warranties are voided by damage from frost conditions, high winds, improper maintenance (neglect) or vandalism.
- MULCH:** RE-CYCLED OR ALTERNATIVE MULCH (Melaleuca or Eucalyptus) Cypress mulch is not permitted. All ground cover areas shall receive (up to) 2" of organic mulch. All shrub areas shall receive 3" of organic mulch. Keep away from plant stems. All trees in sod areas shall receive an open, 3' radius, NON-MULCHED ring around trunk. NOTE: NO MULCH SHALL BE PLACED OVER ANY TREE ROOT BALL.
- IRRIGATION:** Shall be supplied by an underground, automatic, pop-up type sprinkler system, guaranteeing 100% coverage of planted area w/o overspray onto any pavement areas, whether public or private. Source shall be municipal irrigation water system.
- Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. Should barrier or vegetation be damaged during construction, both barrier and vegetation shall be replaced.



COMPUTER FILE REF.	FIELD BK./PG.

BOGGS
 PLANNING + LANDSCAPE ARCHITECTURE

100 AVENUE A SUITE 2E
 FORT PIERCE, FLORIDA 34950

- REVISIONS -	
BY	DATE

BY	DATE
DRAWN	5.05.20
CHECKED	
APPROVED	

7-11 Convenience Store
Ft. Pierce, Florida

LANDSCAPE PLAN

5.05.20
 HORIZ. SCALE: AS SHOWN
 VERT. SCALE: NA

JOB No. _____
 SHEET 1 OF 2

**SAINT LUCIE COUNTY FIRE DISTRICT
DEVELOPMENT & SITE PLAN REVIEW APPLICATION**
5160 N.W. Milner Drive
Port Saint Lucie, FL 34983
Telephone: 772-621-3322
Fax: 772-621-3604
Web Address: www.slcfcd.com

Type of Request

<input type="checkbox"/> Site Plan	<input type="checkbox"/> Site Plan with Construction "Detail" Plans	<input type="checkbox"/> Amendment	<input type="checkbox"/> Re-submittal
<input type="checkbox"/> Preliminary Subdivision Plat with Construction "Detail" Plans		<input type="checkbox"/> Final Subdivision Plat with Construction "Detail" Plans	
<input type="checkbox"/> Development of Regional Impact		<input type="checkbox"/> Planned Unit Development	
<input type="checkbox"/> Other			

Project Information

Project Name: 7-11 JERO FORT PIERCE			
Location: 2423 Orange Ave			
City: Fort Pierce	Zip: 34950	Number of Dwelling Units:	
Type of Development/Intended Use:		Gross Square Feet of Structure/s:	
Gross Acreage/Square Feet of Site: 2.25	Water Purveyor:		

Owner/Developer Information

Name: JERO FORT PIERCE			
Address: 6300 NE 1st Ave #300		City: Fort Lauderdale	
State: FL	Zip: 33334	Telephone: 9547098015	Fax: 9547767918
E-Mail: bws@roschman.com			

Applicant/Agent for Owner

Name: Greg Briggs	Firm: Briggs Planning + Landscape Arch. Inc.		
Address: 100 Anna A, suite 2E	City: Fort Pierce		
State: FL	Zip: 34950	Telephone: 888 5228	Fax:
E-Mail: gbriggs@gbplans.com			

Project Architect/Engineer

Name	Scott T. Montgomery P.E.		Firm	C/L Montgomery & Associates, Inc.	
Address	P.O. Box 92			City	Stuart
State	FL	Zip	34993	Telephone	772 287 3636
				Fax	
E-Mail	Scott@ccmaengineers.com				

Saint Lucie County Fire District Development & Site Plan Review Fees

Make fees payable to: Saint Lucie County Fire District

Minor

\$108.75 (<5,000 sq. ft. or <5 units)
\$217.50 (5,000-10,000 sq. ft. or 5-15 units)
\$362.50 (10,000-25,000 sq. ft. or 16-25 units)

Major

\$507.50 (>25,000 sq. ft. or >25 units)

Planned Unit Development (PUD)

\$1087.50

Development of Regional Impact (DRI)

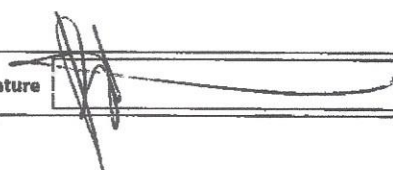
\$1450.00

Applicable Codes

The Florida Fire Prevention Code, 5th Edition.

Client Agreement

I hereby authorize the above listed agent to represent me.
I fully understand that the review fees charged by the Saint Lucie County Fire District are separate from all City or County fees and must be paid upon submittal of documents.

Owner's Signature		Printed Name	Robert Roschman	Date	5/ /2020
		Title	Managing Member		

FIDELITY NATIONAL TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

FILE NUMBER: 8410103

Reference: Jero Fort Pierce LLC

PROVIDED FOR: **Florida Title & Escrow Services, LLC dba The Closing Team**
Attention: Rachel Jones
1500 East Atlantic Blvd.
Suite B
Pompano Beach, Florida 33060

LEGAL:

PARCEL 1:

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all Lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

PARCEL II:

TOGETHER WITH that certain vacated 16 foot wide alleyway lying South of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running East to West located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in Official Records Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

PARCEL III:

AND ALSO TOGETHER WITH the West 23 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all Lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said Lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

Address: 2423 Orange Avenue, Ft. Pierce, Florida
Parcel No. 2409-707-0089-000-8

FIDELITY NATIONAL TITLE INSURANCE COMPANY has this day caused to be searched the Public Records of the County of St. Lucie, State of Florida, with respect to the property legally described above.

Warranty Deed filed May 17, 2000, recorded in Official Records Book 1300, Page 1443, from Maryland R & R Limited Partnership, a Maryland limited partnership, to Jero Fort Pierce, L.L.C., a Florida limited liability company.

The following entries specifically affecting the above-described property have been recorded among the Official Records of the county in question during the time period covered by this search.

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. ASSIGNMENT OF LESSOR'S INTERESTS	May 17, 2000	1300/1491
2. MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING	May 17, 2000	1300/1451
3. ASSIGNMENT OF LEASE	May 17, 2000	1300/1446
4. UNIFORM COMMERCIAL CODE FINANCING STATEMENT	May 17, 2000	1300/1506
5. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	May 17, 2000	1300/1511
6. ORDINANCE NO. 00-002	May 23, 2000	1301/2302
7. SUBORDINATION AGREEMENT	December 18, 2000	1350/35
8. EASEMENT	December 18, 2000	1350/38
9. CONTINUATION UCC FINANCING STATEMENT AMENDMENT	December 28, 2004	2123/794
10. CONTINUATION UCC FINANCING STATEMENT AMENDMENT	December 17, 2009	3154/2711
11. CONTINUATION UNIFORM COMMERCIAL CODE FINANCING STATEMENT AMENDMENT FORM	May 15, 2015	3746/2319

NAME SEARCH FOR FEE OWNERS

JERO FORT PIERCE, LLC

NAME SEARCHES ON THE ABOVE PARTIES HAVE REVEALED THE FOLLOWING:

NOTHING FOUND

PROPERTY INFORMATION REPORT
FILE NUMBER: 8410103

HEREBY CERTIFIES: That the foregoing Certificate, comprising entries number One (1) to Eleven (11), inclusive, was compiled by it from the Public Records of & County, Florida, and for such other public records and sources as are therein indicated.

PERIOD COVERED: This Certificate covers that period of time extending from May 17, 2000 at 6:00 a.m. to April 14, 2020 at 11:00 p.m. the date of this Certificate, except as noted opposite names listed on this Certificate.

CONTENTS: This Certificate exhibits or references all conveyances, leases, mortgages, liens, notice of lis pendens and all other instruments as shown of record in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, affecting the title to or any interest in the lands described in the caption hereof, including all security instruments and financing statements filed pursuant to Chapters 671 thru 679 of the Florida Statutes (The Uniform Commercial Code), recorded in said office during the period of this search that identify the lands show on caption of this Certificate by a land description. No search is made for security instruments, financing statements or liens that described any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants, decrees removing disabilities of infants, decrees of free dealership, decrees for change of name, decree for divorce, decrees for dissolution of marriage, decrees for annulment of marriage, certificate of incorporation, merger, dissolution, change of name and charters of corporations, partnerships and associations, appearing of record in the Office of the Clerk of the Circuit Court of St. Lucie, Florida, and in the Office of the Clerk of the United States District Court in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of St. Lucie County, Florida and/or Office of the Clerk of the Circuit Court of St. Lucie County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied judgments, decrees or orders for money, against mortgagees or other lien holders.

FORM: Determination of the regularity, validity, sufficiency or affect on marketability or insurability of title to captioned lands of any instrument listed on this Certificate is referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE:

- 1) Municipal and County Zoning Ordinance.
- 2) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- 3) Incorporation papers of municipalities.
- 4) Decrees and Ordinances creating taxing and drainage districts.
- 5) Except on special request, and unless otherwise noted, information relating to Bankruptcy proceedings in limited to the showing of style and number of case and time of filing of petition and adjudication.
- 6) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 15726 Act of Florida 1931 and Chapter 16880 Acts of 1935.
- 7) Maps or plats and resolutions pertaining to flood criteria and all country water-control plan plats.
- 8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Circuit Court of St. Lucie County, Florida filed subsequent to January 1, 1972.
- 9) Rico Lien Notice not filed under a Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to be hereto affixed at Weston Florida, this 11th day of May, 2020.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

BY  _____
Authorized Signatory

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1807872 OR BOOK 1300 PAGE 1443
Recorded: 05/17/00 13:56

This Instrument Was Prepared By:
Thomas P. Angelo, Esquire
Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North New River Drive East
Fort Lauderdale, Florida 33301

Record and Return To:
Thomas P. Angelo, Esquire
Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North New River Drive East
Fort Lauderdale, Florida 33301

Property Appraiser
Identification No.
2409-707-0089-00018

Grantee's Tax
Identification No.
65-0996576

WARRANTY DEED

THIS WARRANTY DEED made this 12th day of May, 2000, between MARYLAND R & R LIMITED PARTNERSHIP, a Maryland limited partnership, (the "Grantor") whose post office address is 6300 N.E. 1st Avenue, Fort Lauderdale, Florida, and JERO FORT PIERCE, L.L.C., a Florida limited liability company (the "Grantee"), whose post office address is 6300 N.E. 1st Avenue, Fort Lauderdale, Florida 33334, of the County of Broward in the State of Florida.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in St. Lucie County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided that this instrument shall not reimpose same.
2. Real estate taxes for the year 2000 and all subsequent years.
3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

* Doc Assump: \$ 0.00
* Doc Tax : \$ 3,150.00
* Int Tax : \$ 0.00

OR BOOK 1300 PAGE 1445

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

THIS INSTRUMENT WAS PREPARED

BY:

Sherry A. Stanley
Coll Davidson Smith Salter & Barkett, P.A.
201 S. Biscayne Blvd., Suite 3200
Miami, FL 33131

UPON RECORDING, RETURN TO:

Patrick L. Dorsy, Esq.
Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North New River Drive East
Fort Lauderdale, FL 33301

Space above this line for Recorder's use

MONY Loan No.101164

ASSIGNMENT OF LESSOR'S INTERESTS

This Assignment Of Lessor's Interests (this "Assignment") is made as of the 12th day of May, 2000, by JERO FORT PIERCE, L.L.C., a Florida limited liability company (the "Borrower"), having its principal place of business at 6300 N.E. 1st Avenue, Suite 300, Fort Lauderdale, Florida 33334, in favor of MONY LIFE INSURANCE COMPANY, a New York corporation ("Lender"), whose principal office address is 1740 Broadway, New York, New York 10019.

RECITALS

A. Borrower is justly and lawfully indebted to Lender in the principal sum of Two Million Four Hundred Fifty Thousand and No/100 Dollars (\$2,450,000.00 U.S.) (the "Loan"), evidenced by that certain Promissory Note (the "Note"), executed by Borrower of even date herewith having an original maturity date of June 1, 2020.

B. The indebtedness evidenced by the Note, together with all other amounts due under the Note and all other documents evidencing, securing and/or otherwise related to the indebtedness evidenced by the Note (all such indebtedness and other amounts, collectively, the "Indebtedness"), are secured by, among other things, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, also of even date herewith, by Borrower, as Mortgagor, for the benefit of Lender (the "Security Instrument"). The Security Instrument encumbers, among other things, certain land more particularly described on *Exhibit "A"* attached hereto and by this reference made a part hereof, and the buildings and improvements located thereon (such land, buildings and improvements collectively referred to herein as the "Real Property"). The Note, Security Instrument, this Assignment and all other documents evidencing and/or securing the Indebtedness are collectively referred to herein as the "Loan Documents". The Real Property has a common street address of 2415 Orange Avenue and is located in Fort Pierce, St. Lucie County, Florida.

C. Lender has required Borrower, as a condition to Lender making the Loan, to make the assignments and grant Lender the rights set forth in this Assignment.

AGREEMENTS

1. ASSIGNMENT.

FOR VALUE RECEIVED, AND IN CONSIDERATION OF the premises, and as an inducement to Lender to advance proceeds of the Loan to and for the benefit of Borrower, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby presently, absolutely and without reservation, unconditionally and irrevocably grant, sell, convey, set over, deliver and assign to Lender, its successors and assigns, all rights, title, interest and privileges which Borrower has or may have in the future in, under and to each of the following (collectively, "Lessor's Interests"):

1.1. All leases, subleases, occupancy agreements and rental agreements, written or oral, now or hereafter executed, (and all related guarantees) affecting or covering a portion or all of the Real Property, together with any and all extensions, renewals and modifications thereof and any and all further leases, subleases, lettings and agreements (including subleases thereof and tenancies following attornment) upon or covering use or occupancy of all or any part of the Real Property (all such leases, agreements, subleases, tenancies, and related guarantees, and all extensions and renewals of any of the foregoing, are collectively referred to herein as the "Leases" and sometimes individually as a "Lease");

1.2. All rents (or payments in lieu of rents), revenue, issues, profits and other income now due and hereafter to become due relative to any Lease of any portion of the Real Property, or from any use or occupancy of all or any part of the Real Property (all collectively, "Rents");

1.3. Any and all security deposits now or hereafter received by Borrower pursuant to any of the Leases; and

1.4. All rights, benefits and advantages now or hereafter accruing to Borrower with respect to any or all of the foregoing.

The tenants and lessees under the Leases are hereinafter referred to collectively as "Lessees" or individually as "Lessee" as the context requires.

TO HAVE AND TO HOLD them unto Lender, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

2. ABSOLUTE CONVEYANCE.

2.1. Absolute Conveyance. The assignment effected by this instrument is an absolute conveyance of all of Lessor's Interests, to Lender; TO HAVE AND TO HOLD the Lessor's Interests together with all and singular the rights and appurtenances thereto in any way belonging unto Borrower, its successors and assigns, FOREVER, and Borrower does hereby bind itself and its successors and assigns to warrant and forever defend the Lessor's Interests unto Lender, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof (the conveyance set forth in this Section 2, to be referred to herein as the "Absolute Conveyance").

2.2. Effect of Absolute Conveyance Upon Indebtedness. In no event will the Absolute Conveyance reduce the Indebtedness except to the extent, if any, that cash is actually received by Lender pursuant to the ownership of the Lessor's Interests and applied to the Indebtedness in accordance with Section 2. The Absolute Conveyance is not, and is not intended to be, and shall not be construed as, a collateral assignment or as the granting of a security interest. THE ABSOLUTE CONVEYANCE IS AND IS INTENDED TO BE, ABSOLUTE, UNCONDITIONAL AND PRESENTLY EFFECTIVE AND THE PROVISIONS OF THIS SECTION 2 SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT TERM OR PROVISION OF ANY OF THE LOAN DOCUMENTS. IT SHALL NEVER BE NECESSARY FOR LENDER TO INSTITUTE LEGAL PROCEEDINGS OF ANY KIND OR TO TAKE ANY FURTHER ACTION WHATSOEVER TO ENFORCE THE PROVISIONS OF THIS SECTION 2.

2.3. Application to Indebtedness by Lender. Any cash received by Lender pursuant to the Absolute Conveyance for any period prior to foreclosure under the Security Instrument or acceptance of a deed in lieu of such foreclosure shall be applied by Lender as follows: Prior to the occurrence of an Event of Default (as hereinafter defined in Section 9), Lender shall apply any cash received by Lender first to accrued and unpaid interest under the terms of the Note and then to the outstanding principal balance of the Note. After the occurrence and during the continuance of an Event of Default, Lender shall apply such cash against the Indebtedness in such order of priority as Lender in its discretion shall determine.

2.4. Effect of Absolute Conveyance Upon Real Property Liens. Notwithstanding the Absolute Conveyance, the validity, effectiveness, enforceability, perfection and first lien priority of the liens and security interests established by the Loan Documents with respect to the Rents and Leases (collectively, the "Rent Liens") are intended to be and shall remain in full force and effect and nothing herein or in any instrument executed in connection herewith shall be construed (i) to subordinate the priority of the Rent Liens to any other liens or encumbrances whatsoever, (ii) to extinguish or cancel the Rent Liens, or (iii) to adversely affect, in any way whatsoever, the validity, enforceability, effect, priority or extent of the Rent Liens. Without limiting the foregoing, with

respect to priority as between (A) intervening or inferior liens and encumbrances, if any, on or against the Real Property, and (B) the Rent Liens, any and all rights of Lender to exercise its remedies of foreclosure by private power of sale or otherwise pursuant to nonjudicial foreclosure or by judicial foreclosure of such Rent Liens or any other remedies are expressly preserved hereby.

2.5. Reconveyance of Lessor's Interests to Borrower. If, and only if, the entire Indebtedness is paid in full, then, in such event upon written request of Borrower, Lender shall absolutely transfer and convey the Lessor's Interests to Borrower, except to the extent that the proceeds of the Lessor's Interests have previously been paid to Lender and applied to the Indebtedness. Any such transfer and conveyance shall be in a form acceptable to Lender and shall be without any recourse or warranty.

2.6. Non-Enforcement of Absolute Conveyance. In the event the Absolute Conveyance is not enforced, is avoided or is deemed to be unenforceable or ineffective, for any reason to any extent whatsoever, by any court of competent jurisdiction (including, without limitation, any bankruptcy court), then such finding by such court shall have absolutely no effect whatsoever upon the validity, effectiveness, perfection, first lien priority and enforceability of (i) the Real Property liens (for purposes of this Assignment, the Real Property liens shall include the Rent Liens), (ii) the Loan Documents and/or (iii) the remaining terms and provisions of this Assignment. In the event a court of competent jurisdiction determines that the Absolute Conveyance must be null and void in order for the remaining terms and provisions of this Assignment to be effective, then the Absolute Conveyance shall be null and void ab initio for all purposes.

3. LICENSE.

The acceptance of this Assignment by Lender and the collection of the Rents shall not constitute a waiver of any rights of Lender under the terms of any of the other Loan Documents. This Assignment presently gives Lender the right to collect the Rents and to apply the Rents in partial payment of the Indebtedness, as well as all other sums payable, as provided herein or in the other Loan Documents, subject only to the license given to Borrower immediately below.

Prior to the happening of an Event of Default, Borrower shall have a revocable license from Lender to collect when due, all Rents then due and to retain, use and enjoy the same (subject to payment of any installment then due under the Note and/or any other payments (i.e., taxes; insurance; etc.) due under any of the Loan Documents and further subject to compliance by Borrower with all of its other obligations under the Loan Documents). Such license shall terminate, without regard to the adequacy of Lender's other security for its loan, automatically and without notice to or demand upon Borrower, upon the occurrence of any Event of Default. Lender shall not exercise any of the rights or powers herein conferred upon it until an Event of Default occurs under the terms and provisions of this Assignment or of the any of the other Loan Documents, but upon the occurrence of any Event of Default, Lender shall be entitled to all Rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to Lender without proof of the Event of Default relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Lender for the payment to Lender of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of Lessees' undertakings under the Leases and shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing.

Borrower hereby authorizes Lender to give notice of this Assignment at any time and from time to time to any Lessee and to any other person in occupancy of all or any part of the Real Property. On the termination of the license hereby granted to Borrower, Borrower hereby authorizes Lender to direct that all Rents be paid to Lender free from all claims thereto by Borrower.

4. EMPOWERMENT AND AUTHORIZATION.

Borrower does hereby empower Lender, its agents or attorneys, to collect, sue for, settle, compromise and give acquittance for all of the Rents that may become due under any of the Leases (and apply them to the Indebtedness) and avail itself of and pursue all remedies for the enforcement of any of the Lessor's Interests and Borrower's rights in and under the Lessor's Interests as Borrower might have pursued but for this Assignment. However, Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment

Borrower shall authorize and direct, and does hereby authorize and direct each and every present and future Lessee of the whole or any part of the Real Property to pay all Rents to Lender upon receipt of written demand from Lender to so pay the same.

5. BORROWER'S REPRESENTATIONS AND WARRANTIES.

Borrower represents and warrants to Lender, each of the following:

5.1. Borrower has acquired all of the Lessor's Interests as landlord under the Leases, has not conveyed, assigned, pledged, or otherwise transferred or encumbered any of the Lessor's Interests, and possesses the right, power and authority to sell, assign, transfer and set over the same and to grant to and confer upon Lender the Lessor's Interests; and Borrower has good title to each of the Lessor's Interests and good right to assign same; and no person other than the Borrower and the respective Lessees has any right, title or interest in the Leases; and Borrower has not previously sold, assigned, transferred, mortgaged or pledged any of the Lessor's Interests;

5.2. Borrower is entitled to receive the Rents, and its Lessor's Interests (including, without limitation, in the Rents) are free of any interest which would be prior in time or otherwise superior to the interests being assigned hereby (and shall continue to be free of any interest which would be prior in time or otherwise superior to the interests being assigned hereby throughout the term of this Assignment);

5.3. The Leases are valid, enforceable and in full force and effect, and have not been modified or amended; the copies thereof heretofore delivered to Lender are true and correct copies; and Borrower is the lessor under the Leases and has the right, authority and power to validly execute this Assignment;

5.4. Except to the extent requested in writing by Lender, Borrower has not permitted the subordination of any of the Leases to the lien of any encumbrance;

5.5. All Leases provide for rental to be paid monthly, in advance, and no Rents have been paid by any of the Lessees in advance; and Borrower has not received any funds or deposits from any Lessee for which credit is to be made on account of Rents to accrue;

5.6. There exists no default or any state of facts which would, with the passage of time or the giving of notice, or both, constitute a default on the part of Borrower or by any Lessee under the terms of any of the Leases;

5.7. The payment of none of the Rents accrued or to accrue under any Lease has been or will be waived, released, reduced, discounted, set off or otherwise discharged or compromised by Borrower directly or indirectly (e.g. by assuming any Lessee's obligations with respect to other premises);

5.8. No security deposit has been made by Lessees under any of the Leases except as provided in the Leases; and each of said security deposits has not been applied against any outstanding obligations of the related Lessee and remains, as of the date hereof, in the possession of Borrower;

5.9. Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;

5.10. Neither the execution and delivery of this Assignment or any of the Leases, the performance of each and every covenant of Borrower under this Assignment and the Leases, nor the meeting of each and every condition contained in this Assignment, conflicts with, or constitutes a breach or default under any agreement, indenture or other instrument to which Borrower is a party, or any law, ordinance, administrative regulation or court decree which is applicable to Borrower; and

5.11. No action has been brought or, so far as is known to Borrower, is threatened, which would interfere in any way with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases.

6. BORROWER'S COVENANTS AND AGREEMENTS. Borrower covenants and agrees:

6.1. That the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and Lessee thereunder; and that Borrower will not transfer, convey, assign, set over or encumber any of the Lessor's Interests without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion except as specifically otherwise provided in the Security Instrument;

6.2. That if the Leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Borrower shall furnish rental insurance to Lender, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Lender;

6.3. Not to enter into any new Leases having (i) a term of ten (10) years or more and/or (ii) a demised premises constituting twenty-five percent (25%) or more of the total net rentable square footage of the Improvements or renew, modify or amend any existing Leases or any of the terms thereof (or Guaranty(ies) therefor, if any), or grant any concessions in connection therewith, either orally or in writing, or accept a surrender thereof, without the written consent of Lender; provided that the foregoing agreement regarding changes or alterations to a Lease shall not apply with respect to any modification or amendment done in the ordinary course of business which has the effect only of extending the term of the Lease on the same terms or on terms more favorable to Borrower, or of adding additional or substitute space at the same rental rate and on terms and conditions substantially the same or more favorable to Borrower than those provided in such original Lease; not to permit the cancellation, termination or surrender of any of the Leases or the subordination of any of the Lessor's Interests to the lien of any other encumbrance; and that any attempt at cancellation, termination, surrender, modification, amendment or subordination of any Lease or Leasehold Interest, not otherwise permitted herein, without the written consent of Lender, shall be null and void at the option of Lender; not to consent to any subletting or assignment under any of the Leases, the effect of which would be to relieve the original Lessee or any guarantor, from liability thereunder unless the right to sublet or assign was originally reserved by the Lessee thereunder and such Lease was entered into prior to the date of this Assignment. Borrower does by these presents expressly release, relinquish and surrender unto Lender all its right, power and authority to allow prepayment, terminate, cancel and surrender (except through default on the part of any lessee), or amend, modify or in any way alter the terms or provisions of the Leases.

6.4. Not to collect or accept any of the Rents in advance of the time when the same become due under the terms of the applicable Leases;

6.5. Not to discount any future accruing Rents, and not to waive, excuse, condone, set off, compromise or in any manner release or discharge any Lessee or any guarantor under any Lease from any obligation under the Leases (or under any related guaranty), except in connection with the Borrower's enforcement of rights against a Lessee or guarantor in default, provided that Lender gives its prior written consent to any such action;

6.6. Not to execute any other assignments of said Lessor's Interests or any interest therein or any of the Rents or payments thereunder;

6.7. At its sole cost and expense: (i) to duly and punctually observe, perform and discharge all of the obligations, covenants and agreements of lessor under the Leases and not to suffer or permit to occur any release of liability of the Lessees, or any right to the Lessees to withhold payment of rent; (ii) to give prompt notice to Lender of any notice, claim of default, demand or other document under any of the Leases, whether given by the Lessee to Borrower, or given by Borrower to the Lessee, together with a complete copy of any such notice, claim, demand or other document; (iii) to appear in and defend any action arising out of, or in any manner connected with, any of the Leases, or the obligations or liabilities of Borrower as the landlord thereunder, or of any Lessee or any guarantor thereunder and to pay all reasonable costs and expenses of Lender, including attorney's fees in any action or proceeding concerning said Leases in which Lender may be required to appear; (iv) to give prompt written notice to Lender of any failure or inability on the part of Borrower to perform the lessor's obligations under the Leases; (v) upon request by Lender, after an Event of Default, to direct in writing that each Lessee under the Leases make all rental payments and deposits and other payments to Lender or to Lender's designee; and (vi) upon request by Lender, after an Event of Default, to pay over to Lender all security deposits then held by Borrower, together with a complete summary of the disposition of all security deposits under any of the Leases;

6.8. To enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Leases by the Lessees to be performed; and to exercise all remedies available to Borrower against the Lessees, in case of default under the Leases by the Lessees;

6.9. That none of the rights or remedies of Lender under the Security Instrument shall be delayed or in any way prejudiced by this Assignment;

6.10. That notwithstanding any variation of the terms of the Security Instrument or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Lessor's Interests and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

6.11. Not to alter, modify or change the terms of any guarantees of any of said Leases or cancel or terminate such guarantees without the prior written consent of Lender;

6.12. Not to consent to any assignment of any of said Lessor's Interests, or any subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender (except for such consents as Borrower may be expressly obligated to give, and not entitled to withhold, under the terms of any of the Leases);

6.13. Not to request, consent to, agree to or accept a subordination of any of said Lessor's Interests to any mortgage or other encumbrance now or hereafter affecting the premises except only the Security Instrument; and not to create or permit to be created any lien, charge or encumbrances on the Lessor's Interests or any of them or on the Rents payable thereunder, except to the extent requested in writing by Lender;

6.14. Not to exercise any right of election, whether specifically set forth in any such Lease or otherwise, which would in any way diminish the Lessee's liability or have the effect of shortening the stated term of the Lease;

6.15. That the interest of all Lessees under the Leases is and will be as Lessee only, with no options to purchase or rights of first refusal;

6.16. That as between Lender and Borrower, and subject to applicable law, Lender shall be deemed to be the creditor of each Lessee with respect to any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such Lessee (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);

6.17. Whenever requested by Lender, to furnish to Lender a certificate of Borrower setting forth the names of all Lessees under the Leases, the terms of their respective Leases, the space occupied, the rents payable thereunder, any security deposits paid pursuant thereto, the dates through which any and all rents have been paid, and any other information reasonably requested by Lender (including, without limitation, true and complete copies of any and all executed Leases);

6.18. Without the prior written consent of Lender, not: (i) to take action under or with respect to any Lease which would decrease the monetary obligations of the Lessee thereunder or otherwise materially decrease the obligations of the Lessee or the rights or remedies of the Lessor; or, (ii) in any other manner to impair Lender's rights and interest to the Rents;

6.19. Borrower will not consent to or permit a material alteration of or addition to any of the Real Property by a Lessee without the prior written consent of Borrower unless the right to alter or enlarge is expressly reserved by such Lessee in its Lease;

6.20. To transfer and assign to Lender any and all subsequent Leases upon all or any part of the Real Property upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Lender, upon demand, any and all instruments that may be necessary therefor;

6.21. To give written notice to Lender in each and every instance where any part of the Real Property is reasonably likely to go vacant within thirty (30) days following such notice (as a result of the termination or expiration of a Lease or, in the alternative, if any Lease is to remain in place, although the Lessee thereunder determines to vacate same). In the event of the latter instance, Borrower shall also, within said notice to Lender, specify whether or not rent is required to be paid pursuant to the terms of the Lease; and whether or not rent is, in actuality, likely to be continued to be paid; and

6.22. To execute and to deliver to Lender from time to time such further assignments and instruments as Lender reasonably may request in order to effectuate the intent of this Assignment.

7. **RIGHTS TO INTERCEDE.**

Borrower agrees that should Borrower fail to make any payment or to do any act as herein provided, then Lender (but without obligation so to do and without notice to or demand on Borrower, and without releasing Borrower from any obligation hereof) may make or do the same in such manner and to such extent as Lender may deem reasonably necessary to protect the security hereof, and shall have the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender and also the right to perform and discharge each and every obligation, covenant and agreement of lessor in the Leases contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

Borrower agrees to pay to Lender immediately upon demand all sums expended by Lender under the authority hereof, together with interest thereon at the "Augmented Rate" recited in the Note, from the date of such expenditure through the date of payment in full to Lender.

In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being hereby expressly waived and released by Borrower. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Lessor's Interests, or under or by reason of this Assignment.

8. **INDEMNIFICATION.**

Borrower shall and does hereby protect, defend, indemnify and hold Lender harmless for of and from any and all liability, loss or damage imposed upon or incurred by Lender by reason of this Assignment, any Lessor's Interests, any Lease, and/or any claim or demand whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment, or any Lessor's Interest or any Lease. Should Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, shall bear interest at the Augmented Rate of interest specified in the Note from the date incurred until paid, and Borrower shall reimburse Lender therefor immediately upon demand.

9. **DEFAULT.**

9.1. **IN GENERAL.** The whole of the principal sum and all interests and other amounts then due under the Note, this Assignment and/or any of the other Loan Documents, shall become due at the option of Lender, and Lender shall have all the rights afforded Lender hereunder, under any of the other Loan Documents and by law or in equity, to enforce any and all of the Loan Documents upon the occurrence and during the continuance of any of the following (individually, an "Event of Default", and collectively, the "Events of Default"):

(a) The occurrence of any "default" or "event of default" under any of the other Loan Documents and the expiration of applicable grace, notice and cure periods, if any, expressly set forth in such Loan Documents;

(b) The failure by Borrower duly and fully to comply with any covenant, condition or agreement of this Assignment and the continuance of such failure for a period of thirty (30) days following notice thereof by Lender to Borrower; or

(c) The breach of any representation or warranty by Borrower contained in this Assignment.

9.2. **REMEDIES.** The remedies provisions are set forth in the ADDENDUM, which is attached hereto and incorporated herein.

10. **APPLICATION OF RENTALS.**

Borrower hereby does agree that upon any Event of Default, the license herein granted to Borrower shall automatically terminate and Lender shall have the right to collect and receive the Rents. Rents received by Lender shall be applied by it for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of t Lender:

10.1. To payment of principal and interest under the Note as and when due and payable;

10.2. To payment of any amounts, when due, required to be deposited with Lender to secure payment of taxes, assessments, and insurance premiums;

10.3. To payment to Lender of any other sum due and payable under the Note, this Assignment, or any other Loan Document;

10.4. To pay for costs of operation, management, and maintenance of the Real Property;

10.5. To satisfy any other obligations of Borrower under this Assignment and any of the other Loan Documents; and

10.6. Any amount not applied as above provided and remaining in the possession of Lender may, at its option, then be applied by Lender, to one or more of the following: (i) used for prepayment of principal under the Note, (ii) deposited in any tax and insurance escrow fund required to be maintained pursuant to the terms of the Security Instrument, or (iii) paid over to Borrower.

11. MISCELLANEOUS.

11.1. Upon payment to Lender of the full Indebtedness, as evidenced by a recorded reconveyance, satisfaction or release of the Security Instrument, this Assignment shall be void and of no effect and the parties hereto shall be relieved of any further obligations hereunder.

11.2. Borrower hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney-in-fact which shall be deemed to be irrevocable and coupled with an interest to execute and deliver during the term of this Assignment such further instruments as Lender may deem reasonably necessary to make this Assignment effective. Notwithstanding the foregoing, Lender agrees that it will exercise its powers as attorney-in-fact only after and during the continuance of an Event of Default.

11.3. Notwithstanding any variation of the terms of the Note, the Security Instrument or any of the Loan Documents, including, but not limited to increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or any release of part or parts of the Real Property, the Lessor's Interests and the benefits hereby assigned shall continue in accordance with the terms of this Assignment.

11.4. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Security Instrument or in any other document.

11.5. This instrument shall be binding upon and inure to the benefit of the respective heirs, executors, legal representatives, successors and assigns of the parties hereto. The words "Borrower", "Lender", "Lessee", and "Lessees", wherever used herein, shall include the persons named herein and designated as such and their respective heirs, executives, legal representatives, successors and assigns, and all words and phrases shall be construed to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

11.6. In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

11.7. This Assignment is to be construed and enforced according to and governed by the laws of the state wherein the Real Property is located.

11.8. This Assignment is and shall be primary and on a parity with the interests conveyed by the Security Instrument and not secondary. Nothing herein contained, nor any other action by Lender in accordance herewith, shall be construed as constituting Lender a trustee or mortgagee in possession of the Real Property so long as Lender has not itself entered into actual possession of the Real Property.

11.9. Upon issuance of a deed or deeds pursuant to the enforcement of the Security Instrument, all the Lessor's Interests shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Borrower. Borrower hereby irrevocably appoints Lender and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or

desirable for such purpose. Nothing contained herein shall prevent Lender from terminating any subordinate lease through such foreclosure.

11.10. All obligations of each Borrower hereunder are joint and several.

11.11. All personal pronouns used in this Assignment, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

11.12. This Assignment is made solely for the benefit of Lender. No Lessee under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

11.13. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

11.14. A default by Borrower under this Assignment shall constitute a default under all other Loan Documents.

11.15. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart.

11.16. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest in the Leases and the Rents. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do.

11.17. Any and all notices, elections or demands permitted or required to be made under this Assignment shall comply with the requirements for notice in the Security Instrument.

11.18. No lease of the Real Property or any portion thereof shall be subordinate to a lien or charge other than that held by Lender or depend in any manner upon any property not subject to Lender's lien. All Leases executed from and after the date of this instrument, shall contain attornment language satisfactory to Lender and shall be subordinate or superior, at Lender's option, to Lender's first lien.

11.19. Any amounts expended hereunder by Lender shall constitute further indebtedness of Borrower to Lender and shall be immediately payable to Lender, together with interest at the Augmented Rate specified in the Note.

12. **ADDENDUM.**

This Assignment shall be deemed amended by each of the provisions contained in the Addendum which is attached hereto and hereby incorporated herein. In the event of any conflict or inconsistency between the terms of this Assignment instrument and those of the Addendum, the terms of the Addendum shall control.

13. **ATTORNMENT.**

By accepting occupancy of any portion of the Real Property pursuant to a Lease, each Lessee, at the option of Lender, will be deemed to have agreed that if Lender or Lender's successors or assigns acquires title to the Real Property, the Lessee will attorn to Lender and Lender's successors

or assigns as the Lessee's successor landlord and the Lease will continue a direct release between the tenant and Lender or Lender's successors of all of the terms, covenants, conditions and agreements set forth in the Assignment is intended to impart notice to each present and future lessor of the Real Property that all of the Rights of the Borrower with respect to all of the Real Property subject only to the right of the Borrower to collect rents prepay until such license is terminated as herein provided. In no event shall the Lender or its successors or assigns be: (a) liable for any act or omission which occurs after the date of legal title to the Real Property by Lender or Lender's successors or assigns; (b) bound by any prepayment of Rents made by the Lessee; (c) bound by any amendment made without the prior written consent of Lender; (d) subject to any offset or set-off which the tenant might have against any prior landlord under the Lease; (e) bound by any deposits not actually received by Lender.

14. SUBORDINATION.

Borrower hereby authorizes Lender at any time and from time to time to subordinate the rights of any one or more of the Lessees under the Leases to the rights of any one or more of the Lenders under the Security Instrument. Borrower further authorizes Lender and each Lessee under the Leases to execute and deliver such subordination agreements, attornment agreements and other like instruments as Lender, in Lender's sole discretion, may deem desirable in order to establish the priority of the rights of any one or more of the Lenders under the Security Instrument and this Assignment and of Lender under the Security Instrument and this Assignment authorizes Lender to deal directly with all present and future lessees under the Leases for all purposes set forth in this Section 14.

15. REJECTION OF LEASES.

In the event any of the Leases are rejected by reason of any provision of any state insolvency or bankruptcy statute permitting the termination or rejection of a lease, the Borrower agrees that no settlement, compromise, amendment or modification of the Lease under any Lease will be made by Borrower without the prior written consent of Lender.

16. NO MERGER.

The fact that the Leases or the leasehold estates thereby created create an interest in the Real Property indirectly by or for the benefit of any person or entity which might have an interest in the Real Property will not, by operation of law or otherwise, merge the leasehold estates thereby created with any other estate in the Real Property. The indebtedness remains unpaid, unless Lender consents in writing to such payment.

17. CUMULATIVE REMEDIES.

The rights of Lender contained in this Assignment will be separate and no right or remedy herein provided is intended to be in exclusion of any other right or remedy created by this Assignment or any other Loan Documents. No act of election to proceed under any one provision of this Assignment to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding, hereunder, Lender will be entitled to selectively and successively enforce one or more of the instruments evidencing or securing payment of the Indebtedness until such time as Lender shall have been paid in full all of the Indebtedness. In addition to any other rights hereunder, Lender will have the right to seek injunctive relief to enforce the agreements of Borrower contained herein and to appoint a receiver appointed to take possession of the Real Property without notice (which the Lender hereby waives) and without any obligation on the part of Lender to appoint a receiver, notwithstanding any contrary provision contained in the Security Instrument, or any other Loan Document or any law heretofore enacted.

18. WAIVER OF JURY TRIAL.

TO THE EXTENT PERMITTED BY LAW, BORROWER AND EACH OF THE CONSTITUENT INDIVIDUALS AND ENTITIES OF BORROWER HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL AND FURTHER WAIVE AND RENOUNCE ANY SUCH RIGHT.

ITS SUCCESSORS AND PERMITTED ASSIGNS, ANY AND ALL HOMESTEAD AND EXEMPTION RIGHTS, AS WELL AS THE BENEFIT OF ALL VALUATIONS AND APPRAISEMENT PRIVILEGES, AND STAY, REDEMPTION AND MORATORIUMS UNDER OR BY VIRTUE OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA, OF ANY OTHER STATE, AND OF THE UNITED STATES, NOW EXISTING OR HEREINAFTER ENACTED.

IN WITNESS WHEREOF, Borrower has executed this Assignment to be effective as of the date first written above.

Signed, sealed and delivered in the presence of:

Borrower:
JERO Fort Pierce, L.L.C., a Florida limited liability company

[Signature]
First Witness

By: [Signature]
Jeffrey S. Roschman,
as Managing Member

Thomas P. Anglin
Printed Name of First Witness

Address:
6300 N.E. 1st Avenue, Suite 300
Fort Lauderdale, Florida 33334

[Signature]
Second Witness

PATRICK L. DORSEY
Printed Name of First Witness

STATE OF FLORIDA)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 12th day of May, 2000, by Jeffrey S. Roschman, as a Managing Member of JERO FORT PIERCE, L.L.C., a Florida limited liability company, on behalf of that limited liability company. He [check one]:

is personally known to me; or
 has produced _____ as identification.

My Commission expires/SEAL:

[Signature]
NOTARY PUBLIC



PATRICK L. DORSEY
My Commission CC566666
Expires May, 22, 2000

Printed Name of Notary:
PATRICK L. DORSEY

216166v3

OR BOOK 1300 PAGE 1502

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

ADDENDUM

This Addendum supplements and amends the Assignment. In the event of any conflict or inconsistency between the provisions of this Addendum and those of the Assignment, the terms of this Addendum shall control.

1. Any new lease entered into by Borrower for space in the Building shall be on the "standard" form of lease which shall be submitted to and approved by Lender (the "Approved Form"). With respect to any existing lease, Borrower, without Lender's prior approval thereof, shall not enter into any agreement amending, substituting, terminating, supplementing, renewing or modifying any such existing lease without the prior written consent of Lender. Furthermore, Borrower, without Lender's prior approval thereof, shall not allow any existing lease to expire or allow any assignment of or sublease under any such existing lease except that in accordance with the provisions of the existing lease with Walgreen Co., an Illinois corporation ("Walgreen"), the entire tenant's interest under the lease may be assigned to an entity which is a subsidiary or affiliate of Walgreen, or to an entity resulting from any consolidation, reorganization, or merger to which Walgreen, or any of its parent, subsidiaries or affiliates may be a party; provided, however that Walgreen must continue to be liable for all covenants and obligations of tenant under the lease. As used in the immediately preceding sentence, the term "subsidiary" and "affiliate" shall mean an affiliate or subsidiary controlled by Walgreen and "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity.

2. Without limiting any other rights or remedies of Lender set forth in the Assignment or under any other Loan Document, or available at law or in equity, Lender shall have the following rights and remedies:

(a) After the occurrence of an Event of Default, Lender may send a demand notice to one or more of the Lessees of the Real Property, with a copy to Borrower and any other Lender under a recorded assignment of leases, rents, issues and profits with respect to the Real Property. Without limiting Lender's rights to any amounts received by Borrower after an Event of Default, Borrower shall immediately turn over to Lender any Rents and Profits received by Borrower from any Lessee of the Property from and after such Event of Default, it being understood that Borrower shall be deemed to hold such amounts as trustee for Lender until such amounts have been paid to Lender. In addition, Borrower shall also cause any collection agent for Borrower or any other person who has collected Rents and Profits for Borrower's benefit relating to the period from and after such Event of Default to turn such Rents and Profits over to Lender.

(b) Notwithstanding anything to the contrary contained in the Assignment, after the occurrence of an Event of Default:

(i) If Lender shall proceed to enforce the Assignment by means other than the appointment of a receiver and consequently receives Rents and Profits of the Property as a result thereof, and Lender receives written demand from Borrower (or any other party entitled under law to make demand on Lender) to pay the reasonable costs of protecting and preserving the Property, Lender may, but shall not be required to, elect either to pay (either directly to the party to whom owed, or by joint check payable to Borrower and such party) or authorize Borrower to pay, such costs, which shall consist exclusively of the cost of real property taxes assessed against the Property then due and payable, insurance premiums with respect to the Property then due and payable under policies required to be maintained under the Security Instrument, and other costs the payment of which is determined by Lender to be necessary for the protection or preservation of the Property (such payments being referred to herein as "Protective Payments"), conditioned upon Borrower furnishing to Lender all information (such as invoices, bills, contracts, or purchase orders) necessary in order for Lender to identify the party to whom payment is owed or the work, service or item for which payment is requested and to establish that such Protective Payments are required to be paid or authorized under this Section. In the absence of manifest error, an expense of the Property, other than for property taxes and insurance, shall not be deemed necessary to preserve or protect the Property if such expense, together with all other expenses in the same line item or category incurred during the same calendar year (or other annual period to which such budget relates), was not reflected on the most recent annual budget, if any, required to

be submitted by Borrower to Lender under the Loan Documents for such year or annual period. Cost savings realized in any line item or category of expense, as compared to the amount set forth in the most recent annual budget, shall not be available to pay cost overruns in other line items or categories of expense, without Lender's prior written consent which may be withheld in its sole discretion. If Borrower is authorized to pay any Protective Payments under this Section, Lender reserves the right to deposit the amounts necessary to pay such Protective Payments into a non-interest bearing checking account, in which Borrower shall have granted to Lender a perfected, first priority security interest, from which Borrower shall be obligated to draw the funds necessary to pay such Protective Payments. In the event that Lender agrees or is required under any circumstances to pay or authorize the payment of any Protective Payments consisting of costs of improvement of the Property or any portion thereof (or any other costs the non-payment of which would entitle the payee to enforce mechanics' or materialmen's liens or similar rights), Lender shall be authorized, before paying or authorizing the payment of any such payments, to require compliance with standard construction loan disbursement conditions with respect to such costs, including without limitation the receipt of unconditional mechanics' lien waivers with respect to the work for which such costs are to be paid.

(ii) In no event shall Lender be obligated to pay or authorize the payment of Protective Payments in excess of any Rents and Profits actually received by Lender as a result of the enforcement of its rights under Assignment. Further, Protective Payments shall not be deemed to include, and Lender shall not be obligated to pay or authorize the payment of Rents and Profits for (a) any capital expenditures (such as for commissions, tenant or other capital improvements to the Property, or expenses in connection with the sale, leasing, or other transfer of the Property, or any portion thereof or interest therein), or (b) any payments to Borrower or its affiliates for any work, services or goods furnished by any such party.

(iii) Lender shall have the right (but not the obligation) to make advances to preserve and protect the Property in excess of Rents and Profits received as a result of Lender's enforcement of its rights under the Assignment, and Borrower agrees that any such protective advances shall constitute additional Indebtedness of Borrower to Lender repayable by Borrower on demand, and shall be secured by the Security Instrument, the Assignment, and any other Loan Documents the purpose of which is to secure the Loan.

(iv) Nothing contained in this Section shall limit either (a) Lender's right to cease at any time any further enforcement of the Assignment by sending written notice of the cancellation thereof to each party to whom a demand notice was sent, or (b) Lender's right to seek the appointment of a receiver, either of which, if enforced by Lender, shall terminate Lender's obligations under this Assignment.

(v) In no event shall any enforcement of Lender's rights under this Section, including without limitation the payment or authorization of payment of any Protective Payments, make Lender a "mortgagee-in-possession" or limit, waive, or otherwise derogate any of Lender's other rights and remedies available to it under the Loan Documents or at law. In no event shall any exercise of rights by Lender under this Section, including without limitation the payment or authorization of payment of any Protective Payments, be construed to require Lender to operate or manage the Property or be construed as an assumption by Lender of any obligation to operate or manage the Property, and all liabilities and obligations in relation to the operation and management of the Property shall remain exclusively that of the Borrower.

(c) Any Rents and Profits received by Lender as a result of any such enforcement measures shall be applied as provided in the Loan Documents; provided, however, that any Protective Payments paid or authorized by Lender shall not be applied against, or credited to, any amounts necessary to cure any monetary default for purposes of reinstatement of the Loan pursuant to applicable law.

(d) Without in any way limiting Borrower's other indemnification obligations set forth in the Assignment and in the Loan Documents, Borrower shall indemnify, defend, and hold harmless

Lender, and its successors and assigns, from and against any and all losses, costs, expenses (including, without limitation, attorneys' fees), damages, liabilities, or claims asserted against or suffered by Lender (a) arising from any Protective Payments made, or authorized to be made, by Lender, and (b) arising from any work performed or goods or services furnished in connection with the ownership or operation of the Property at any time during which Lender shall be enforcing its rights under this Section.

(c) Without limiting the restrictions on assignment set forth in the Assignment and in the Loan Documents, each holder of any interest in the Rents and Profits shall acquire its interest in the Rents and Profits subject to the rights of Lender set forth in the Assignment, and shall acquire no greater rights with respect to the payment of Protective Payments than the rights of Borrower set forth in this Section.

2161002

OR BOOK 1300 PAGE 1505

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Space above this line for Recorder's use

MONY Loan No. 101164

**MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

by
JERO FORT PIERCE, L.L.C.,
a Florida limited liability company
as Mortgagor
in favor of
MONY LIFE INSURANCE COMPANY,
a New York corporation
as Mortgagee

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1807874 OR BOOK 1300 PAGE 1451
Recorded:05/17/00 13:56

* Doc Assump: \$ 0.00
* Doc Tax : \$ 8,575.00
* Int Tax : \$ 4,900.00

ATTENTION COUNTY RECORDER: THIS INSTRUMENT IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 679.402 OF THE FLORIDA UNIFORM COMMERCIAL CODE - SECURED TRANSACTIONS. PORTIONS OF THE GOODS COMPOSING A PART OF THE MORTGAGED PROPERTY ARE OR ARE TO BECOME FIXTURES RELATED TO THE LAND DESCRIBED IN EXHIBIT "A" HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN THE RECORDS OF THE COUNTY WHERE MORTGAGES ON REAL PROPERTY ARE RECORDED AND SHOULD BE INDEXED AS BOTH A MORTGAGE AND AS A FINANCING STATEMENT COVERING FIXTURES. THE ADDRESSES OF MORTGAGOR (DEBTOR) AND MORTGAGEE (SECURED PARTY) ARE SPECIFIED IN THE FIRST PARAGRAPH ON PAGE 1 OF THIS INSTRUMENT.

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MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FUTURE FILING

MONY/JERO FORT PIERCE, L.L.C.
WALGREEN'S BUILDING

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EXHIBITS

A - Legal Description of Land

MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") made and entered into this 10th day of May, 2000, by and between JERO FORT PIERCE, L.L.C., a Florida limited liability company ("Mortgagor") whose address is 6300 N.E. 1st Avenue, Suite 300, Fort Lauderdale, Florida 33334 and whose Federal Taxpayer Identification Number is 65-0996576, and MONY LIFE INSURANCE COMPANY, a New York corporation ("Mortgagee"), whose principal office address is 1740 Broadway, New York, New York 10019.

WITNESSETH:

WHEREAS, Mortgagor is justly and lawfully indebted to Mortgagee in the principal sum of Two Million Four Hundred Fifty Thousand and No/100 Dollars (\$2,450,000.00 U.S.), evidenced by that certain Promissory Note (the "Note"), executed by Mortgagor, dated of even date herewith, accruing interest and to be paid according to its terms, the final payment of which is due and payable on June 1, 2020.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Mortgagor hereinafter set forth, Mortgagor does hereby mortgage, grant, bargain, sell, convey, assign, transfer, pledge and set over unto Mortgagee and the successors, successors-in-title and assigns of Mortgagee, all of the following (collectively, the "Property"):

(a) Land. Those certain lots, pieces or parcels of land described on Exhibit "A" attached hereto and by this reference made a part hereof, together with all of the easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, powers, rights, privileges, franchises and appurtenances thereto which are appurtenant to said land or its ownership, including all minerals, oil and gas and other hydrocarbon substances thereon or therein, development rights or credits, air rights, waters, water courses, water stock, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant), sewer rights, flowers, shrubs, crops, trees, timber and other emblems now or hereafter on, under or above the same or any part or parcel thereof; and any title or reversion, in and to the land lying in the bed of any stream, way, street, road, avenue or alley, opened or proposed, in front of or adjoining the Land to the center line thereof (collectively, the "Land") and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein or thereto, either in law or in equity, in possession or in expectance, now or hereafter acquired;

(b) Improvements. All structures, buildings and improvements of every kind and description now or hereafter located on the Land and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein or thereto, either in law or in equity, in possession or in expectance, now or hereafter acquired (collectively, the "Improvements"; the Land and Improvements, collectively, the "Real Property");

(c) Equipment. All Equipment (as hereinafter defined) now or hereafter owned or leased by Mortgagor and now or at any time hereafter affixed to, attached to, placed upon or utilized in any way in connection with the use, enjoyment, occupancy or operation of the Real Property or any portion thereof, together with all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from the permitted sale of any of the Equipment; it being understood and agreed that all Equipment is part and parcel of the Real Property and appropriated to the use of the Real Property and, whether affixed or annexed or not, shall, for the purposes of this Mortgage, be deemed conclusively to be real estate and conveyed hereby. As used in this Mortgage, "Equipment" shall mean collectively, all tangible personal property of every kind and nature whatsoever in any way related to the Real Property, including the following:

(i) all systems, machinery, equipment (including computer equipment and accessories), apparatus, attachments, building materials, conduits, fittings, fixtures (trade, domestic and ornamental) and furnishings, whether actually or constructively attached to any portion of the Real Property, including:

(A) such of the foregoing as may be used (1) in connection with the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration; or (2) for ventilation or sanitary purposes; or (3) for the exclusion of vermin or insects; or (4) for the removal of dust, refuse or garbage; or (5) for any of the following purposes:

laundry, lifting, cleaning, fire prevention, fire extinguishing, sewage processing, communications and incineration;

(B) all pipes, pumps, tanks, motors, switchboards, lifting stations, plumbing and plumbing fixtures; boilers, furnaces, oil burners and units thereof; elevators, escalators; mechanical equipment; gas and electric fixtures; mantels; built-in mirrors; ducts; and compressors;

(C) all wall-beds, wall-safes, built-in furniture and installations, shelving, lockers, partitions, door-stops, vaults, dumb-waiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, security systems, controlled access systems, alarm systems, drapery rods and brackets, draperies, awnings, storm doors and windows, screens, linoleum, carpets, plumbing, laundry tubs and trays, ice-boxes, refrigerators, stoves, ovens, dishwashers, water heaters and other appliances; carpeting, underpadding, and all other floor coverings; vehicles; vacuum cleaning systems; furniture of public spaces, halls and lobbies; attached cabinets, partitions, and all building equipment and materials now or hereafter delivered to the Real Property and intended to be installed or placed in or about the Improvements; and

(ii) All right, title and interest of Mortgagor, to the full extent thereof, in and to any Equipment which may be subject to any title retention or security agreement or instrument prior in lien to the lien and security title of this Mortgage (Mortgagor representing, however, that no such agreement or instrument exists with respect to any of the present Equipment); it being understood and agreed that all Equipment is part and parcel of the Real Property and appropriated to the use of the Real Property and, whether affixed or annexed or not, shall, for the purposes of this Mortgage, be deemed conclusively to be real estate and conveyed hereby;

(d) Books and Records. All of Mortgagor's right, title and interest in and to all documents, books and records (whether in written or electronic form) relating to any of the Property, including computer readable memory and any computer software and hardware reasonably necessary to access and process such memory;

(e) Intangible Property. All of Mortgagor's right, title and interest in and to all intangible property and rights relating to any of the Property or to the use, operation or development thereof or used in connection therewith, including surveys, plans and specifications, contracts for architectural, engineering and construction services, franchise or license agreements, governmental permits, development agreements with private or governmental entities, all names, tradenames, trademarks, servicemarks, logos under or by which any of the Property may at any time be in operation or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property, and all of Mortgagor's rights under any and all other contracts, permits, licenses, approvals, plans or intangibles (collectively, "Contracts") now or hereafter dealing with, affecting or concerning any of the Property, including all Contracts for or related to the construction of improvements upon the Real Property, including performance and/or materialmen's bonds and any other related choses-in-action;

(f) Inventory and Accounts. All of Mortgagor's right, title and interest in and to all inventory, accounts, chattels, chattel paper, farm products, and consumer goods acquired in consideration of any of the other Property or the cash proceeds therefrom, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Property as between the parties hereto and all persons claiming by, through or under them, and all of which shall be deemed to be a portion of the security for the indebtedness (as hereinafter defined) and all other obligations secured by this Mortgage;

(g) Deposits. All of Mortgagor's right, title and interest in and to any and all deposits and payments now or hereafter made by Mortgagor or on behalf of Mortgagor;

(h) Leases, Rents and Profits. All of Mortgagor's right, title and interest as lessor in and to all leases, occupancy or rental agreements, written or oral, now or hereafter affecting the Real Property or any part thereof (individually, a "Lease", and collectively, the "Leases"); all of Mortgagor's rights to enter into any lease, occupancy agreement or rental agreement, written or oral; all rents, royalties, issues, revenues, income, profits, accounts receivables and other benefits of and from the Property, generated by the operation of the Property, arising from the use or enjoyment of all or any portion thereof or from any Lease or agreement pertaining thereto (collectively, the "Rents and Profits"), including any cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder,

whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rents coming due immediately prior to the expiration of said terms; and any and all security interests now or hereafter held by Mortgagor, as lessor under any Leases, covering any furniture, furnishings, fixtures, equipment or other property of the lessee thereunder;

(i) **Condemnation, Insurance and Other Proceeds.** All of Mortgagor's right, title and interest in and to (i) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any of the Real Property or payment for alteration of the grade of any street upon which the Real Property abuts, or any other injury to, taking of, or decrease in the value of, the Real Property; (ii) all proceeds or sums payable as compensation for casualty loss or damage to any of the Property; (iii) all present and future casualty or liability insurance related to the Property (including any unearned premiums paid thereon); (iv) all rights to the payment of moneys, accounts receivable, reserves, accounts, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Mortgagee), and all cash on deposit in deposit accounts, which arose from or relate to the Property; and (v) all other proceeds (including claims or demands thereto) from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(j) **Causes of Action.** All causes of action and the proceeds thereof of all types for any damage or injury to the Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact; and

(k) **Right to Further Encumber.** All of Mortgagor's rights to further encumber any of the Property, whether by mortgage, deed of trust, deed to secure debt, other security instrument, ground lease or otherwise, except by encumbrances expressly permitted by this Mortgage.

TO HAVE AND TO HOLD the Property and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Mortgagee and the successors and assigns of Mortgagee, subject, however, to the terms, covenants and conditions contained herein.

Mortgagor covenants and warrants that Mortgagor has good and marketable title to the Property and is lawfully seized and possessed of the Property in fee simple and has good right to sell and convey the same; that the Property is unencumbered except for those matters (the "Permitted Encumbrances") listed in a schedule of exceptions (other than preprinted exceptions) to coverages in any title insurance policy issued to Mortgagee contemporaneously with the execution and recordation of this Mortgage and insured Mortgagee's interest in the Property; and that Mortgagor will forever warrant and defend the Property unto Mortgagee against the lawful claims and demands of all persons whomsoever, except as to the Permitted Encumbrances. Mortgagor further covenants and warrants that the lien and security title created by this Mortgage is and shall remain throughout the term of the loan secured hereby, a first and prior lien and security title on all of the Property, subject only to the Permitted Encumbrances.

This Mortgage is given to secure the payment of the following described indebtedness (collectively, the "Indebtedness"):

(a) **The Note.** The debt evidenced by the Note, including any and all renewals, modifications, consolidations and extensions thereof;

(b) **Advances.** Any and all additional advances made by Mortgagee to protect or preserve the Property or the security title and interest created hereby on the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Mortgagor's obligations hereunder or for any other purpose provided herein (whether or not the original Mortgagor remains the owner of the Property at the time of such advances);

(c) **Interest.** Any and all interest due and payable hereunder or under the Note; and

(d) **Other Indebtedness.** Any and all other amounts now or hereafter due hereunder or under any of the other Loan Documents (as hereinafter defined).

(e) **all future advances made by Mortgagee as provided in the Addendum to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing attached hereto and made a part hereof.**

This Mortgage is additionally given to secure the due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Mortgagor contained herein and/or in any other instrument heretofore or hereafter executed by Mortgagor having reference to or arising out of the Indebtedness or given as security for the Note, including, without any limitation, any and all modifications, amendments, extensions or renewals, however evidenced, of such documents (with all such documents, being collectively referred to hereinafter as the "Loan Documents").

NOTICE — Notice is hereby given to all persons who hereafter acquire an interest in all or any part of the Property that this Mortgage and the other Loan Documents may be modified from time to time without notice to or the consent of such junior encumbrancers, and the priority of all such modifications shall relate back to the date this Mortgage was filed for record in the official land records of the county in which the Property is located.

Should the Indebtedness be paid in accordance with the Note and all other Loan Documents when the same shall become due and payable, should Mortgagor perform all covenants and obligations set forth herein and in all other Loan Documents in a timely manner, and should Mortgagor pay and perform all other indebtedness and obligations secured hereby in a timely manner, then this Mortgage shall be canceled and surrendered.

MORTGAGOR further covenants, represents, warrants and agrees to and with Mortgagee as follows:

1. COVENANTS AND REPRESENTATIONS

1.1 PAYMENT OF INDEBTEDNESS

Mortgagor will pay the Indebtedness when due in strict accordance with the terms of the applicable Loan Document.

1.2 TAXES, ASSESSMENTS AND OTHER CHARGES

(a) **Payments.** Mortgagor will pay, when due and payable and prior to the same becoming delinquent, all taxes of every kind and nature in any way relating to the Property, including real and personal property taxes and income, franchise, withholding, worker's compensation, profits and gross receipts taxes; all general and special assessments, levies, permits, inspection and license fees; all water, sewer and other utility rents and charges; all charges imposed pursuant to environmental laws or regulations; and all other public charges whether of a like or different nature, imposed upon or assessed against Mortgagor or the Property or any part thereof, or arising in respect of the occupancy, use or possession thereof. All of the above-referenced taxes, assessments and other charges are hereinafter referred to collectively as "Impositions." Mortgagor shall deliver to Mortgagee a proper receipt showing payment in full of all Impositions except those Impositions which are paid monthly, such as water, sewer and other utility charges on or before one month before the day upon which such Impositions are first due or payable or may be paid without the imposition of interest or other late charge or penalty. Nothing herein contained shall require Mortgagor to pay Mortgagee's income taxes. Mortgagor's obligation to pay any particular Imposition shall not apply to the extent Mortgagor has deposited with Mortgagee pursuant to Section 1.3 sufficient funds to pay such Imposition and such funds have not been otherwise applied by Mortgagee as permitted by this Mortgage. The immediately preceding sentence shall not be deemed to create any option in Mortgagor to elect to pay such Impositions when due in lieu of making the deposits required pursuant to Section 1.3.

(b) **Right to Contest.** After prior written notice to Mortgagee, Mortgagor shall have the right to diligently, promptly and in good faith contest by appropriate legal proceedings, without cost or expense to Mortgagee, the amount or validity of any Imposition provided such contest will not adversely affect (i) the title of Mortgagor to all or any part of the Property or the lien and security title of this Mortgage, (ii) the conduct of Mortgagor's business, or (iii) the maintenance of that standard of physical condition of the Real Property herein provided for. Mortgagor shall not be relieved of its obligation to pay any such Impositions as required by Section 1.2(a), unless (A) the proceedings shall operate to prevent the collection of such Imposition and the sale of the Property, or any part thereof, to satisfy the same; and (B) Mortgagor either (1) shall have deposited with or at the direction of Mortgagee, as security, an amount sufficient, in the sole judgment of Mortgagee, to pay such Imposition and all interest and penalties in

connection therewith, and all charges that might become a charge on the Property, or any part thereof, in such proceedings; or (2) shall have posted a bond with Mortgagee, naming Mortgagee as principal, with respect to the payment of such Imposition in an amount, with a corporate surety and otherwise in form and substance satisfactory to Mortgagee. At any time when Mortgagee shall deem the bond or monies so deposited to be insufficient security, Mortgagor shall, upon demand, increase the bond or deposit such additional monies as, in the sole judgment of Mortgagee, shall be sufficient, and upon failure of Mortgagor so to do, any monies deposited shall be applied to the payment of such Imposition, any interest and penalties in connection therewith, and any charges accruing in such proceedings, and the balance, if any, shall be paid to Mortgagee unless there is in effect at that time an Event of Default. In the event that such monies shall be insufficient for such payment, Mortgagor shall forthwith pay over to Mortgagee an amount of money sufficient, together with the monies previously deposited with Mortgagee, to pay the same.

(c) **Additional Taxation Provisions/Right to Accelerate.** In the event of the passage, after the date of this Mortgage, of any Federal, state or local law (i) deducting from the value of real property for the purposes of taxation any lien thereon; or (ii) changing (A) in any way the laws for the taxation of security instruments such as this or debts secured by security instruments such as this, for Federal, State or local purposes, or (B) the manner of the collection of any such taxes; or (iii) imposing a tax, either directly or indirectly, on this Mortgage or the Note, then Mortgagee shall have the right to declare the entire Indebtedness due and payable in full, on a date to be specified by not less than ninety (90) days' written notice to be given to Mortgagor by Mortgagee, provided, however, that such election shall be ineffective if Mortgagor is permitted by applicable law to pay the whole of such tax in addition to all other payments required hereunder, and Mortgagor, prior to such specified date, pays such tax and agrees in a writing acceptable in all regards to Mortgagee, to pay any such tax when thereafter levied or assessed against the Real Property or against Mortgagee (and thereafter pays same when due), and such agreement shall constitute a modification of this Mortgage. If at any time applicable state or Federal law shall require revenue stamps to be affixed to the Note, Mortgagor will promptly pay for the same with any interest or penalties imposed in connection therewith.

1.3 **ESCROW DEPOSITS**

(a) **Payments into Escrow by Mortgagor.** Mortgagor shall pay to Mortgagee, together with, and in addition to, the payments of principal and/or interest payable under the terms of the Note, on the required monthly installment payment dates, one-twelfth (1/12) of an annual amount sufficient, in the sole determination of Mortgagee, to provide Mortgagee with funds to pay all real estate taxes and general and special assessments (collectively, "Real Estate Taxes") next due, on or before the last day upon which such Real Estate Taxes may be paid without the imposition of interest or other late charge or penalty. Mortgagor hereby pledges and grants to Mortgagee a security interest in such funds as additional security for all of Mortgagor's obligations under this Mortgage and the other Loan Documents. Such funds deposited with Mortgagee shall not be deemed to be trust funds, but rather may be commingled with other funds of Mortgagee. Unless applicable law requires, Mortgagee shall not be required to pay any interest on such funds deposited with Mortgagee.

(b) **Payment of Real Estate Taxes from Deposits.** Mortgagor shall deliver to Mortgagee, at least thirty (30) days before the due date or on the date of issuance if less than thirty (30) days before the due date, official statements of the amounts of Real Estate Taxes next due, and Mortgagee shall pay such Real Estate Taxes, but only to the extent sufficient funds have been deposited with Mortgagee for this purpose and not otherwise applied as provided in the Loan Documents. Mortgagee shall have no obligation to pay any Real Estate Taxes to the extent the amount due and payable exceeds the funds then held by Mortgagee for this purpose. If said funds are insufficient to pay such Real Estate Taxes when due and payable, Mortgagor will, upon ten (10) days' written notice, deposit an amount of money sufficient, together with the funds then on deposit, to pay such Real Estate Taxes on or before the last day upon which such Real Estate Taxes may be paid without the imposition of interest or other late charge or penalty. Any failure to make such deficiency deposit in full, within said ten (10) day period, shall constitute an Event of Default without benefit of any further grace, notice and/or cure period. If at any time

the amount of funds held by Mortgagee for payment of Real Estate Taxes exceeds the amount reasonably deemed necessary by Mortgagee, the excess shall be credited against future installments of escrow funds for payment of Real Estate Taxes. An official receipt for any Real Estate Taxes shall be conclusive evidence of such payment and of the validity of any such Real Estate Taxes. Mortgagee may pay Real Estate Taxes according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the imposition thereof.

(c) **Application Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, at its option, apply such deposits so held by it against the outstanding Indebtedness, in such order of priority as Mortgagee may deem appropriate. The amount of any unused deposits held hereunder by Mortgagee at the time of any transfer of the title to the Real Property shall, without any specific assignment thereof, inure to the benefit of the successor/owner of the Real Property (subject to Mortgagee's claims hereunder). Upon payment in full of the Indebtedness, the amount of any unused deposits held hereunder by Mortgagee shall be paid over to the owner of record as of the date of such full payment. Upon any foreclosure sale or transfer in lieu thereof hereunder, Mortgagee may, whether or not a deficiency judgment on the Note or this Mortgage is expressly negated by the express language of the Loan Documents, or shall have been sought, recovered or denied, apply any unused deposits held hereunder by Mortgagee to the balance of the Indebtedness, if any, remaining after any such sale.

1.4 INSURANCE

(a) **General Requirements of Insurance.** All insurance herein required shall be provided through policies in form and amount (and issued by companies) approved by Mortgagee. Each policy shall be from companies having a Best's Rating of A minus, Class VIII or better (where the coverage amount is for less than or equal to \$20,000,000) or a Best's Rating of A minus, Class IX or better (where the coverage amount is greater than \$20,000,000). Each policy shall be nonamendable, nonterminable and noncancellable without at least thirty (30) days' advance written notice to Mortgagee, and each shall provide that all losses shall be payable to Mortgagee. Mortgagee may alter any of the requirements of this Section 1.4, as to limits, coverage, and otherwise, upon thirty (30) days' written notice thereof to Mortgagor. Before the end of said thirty (30) day period, Mortgagor must provide evidence that it is then in compliance with the modified requirements of this Section 1.4, which evidence must be satisfactory to Mortgagee in its sole discretion. All insurance required of Mortgagor herein shall name Mortgagee as an additional insured and shall contain a standard form loss payable endorsement in favor of and in form acceptable to Mortgagee in its sole discretion, providing that all losses shall be payable to Mortgagee without contribution. In the event there is a deductible clause in any standard form policy in use in the state wherein the Property is located, then the amount deducted from the coverage by said clause shall be paid by Mortgagor in the event of loss. Mortgagor's obligation to obtain insurance hereunder shall not in any way diminish, alter or affect any other obligation or liability of Mortgagor hereunder or under any other Loan Document

(b) **Insurance For Real Property.** Mortgagor shall procure and keep in force during the time period any Indebtedness shall remain outstanding, property insurance insuring the Improvements and all other insurable elements of the Property against loss or damage by those risks included under coverage of the type now known as the broad form, "all risk" or special extended coverage, including endorsements covering losses sustained by reason of increased costs of construction, earthquakes, fire, lightning, windstorm, vandalism, malicious mischief, hail, explosion, collapse, riot, riot attending a strike, civil commotion, aircraft, vehicles, flood, vandalism, malicious mischief, and smoke, and broad form extended coverage endorsement, rental loss endorsement (which shall have a limit equal to or greater than the expected annual income from the Real Property and which shall be for a period of at least 12 months) and full (100%) replacement cost endorsement, and (when and to the extent required by Mortgagee), against any other risk insured against by persons operating like properties in the locality of the Real Property. The property insurance policy and all endorsements thereto except the rental loss endorsement shall all be in amounts approved from time to time by Mortgagee (but in no event lower than both the full replacement cost of the

Improvements, Equipment and other personal property included in the Property and such amount as may be required to prevent Mortgagor from becoming a co-insurer under the terms of the applicable policy. All policies of property insurance must have an Agreed Amount Endorsement. All property insurance policies must contain a standard mortgagee endorsement, naming Mortgagee as an additional insured, with losses payable to Mortgagee as its interest appears.

(c) **Liability Insurance.** Mortgagor shall obtain and keep in force for the benefit of itself and Mortgagee, commercial general liability insurance against claims for bodily injury, including death, property damage and personal liability, in which Mortgagor and Mortgagee are named as insureds with initial limits of not less than \$5,000,000. If Mortgagor's commercial general liability insurance policy does not extend to Mortgagor's tenants, then Mortgagor shall cause each of its tenants to obtain and keep in force commercial general liability insurance in which the tenant, Mortgagor, and Mortgagee are each named as insureds with initial limits of not less than \$1,000,000.

(d) **Flood Insurance.** In the event the Real Property is within a 100 year flood zone as determined by applicable governmental agencies or departments, Mortgagor shall obtain flood insurance on the Improvements, with such policy and coverage and in such amount as shall be acceptable to Mortgagee. Such policy must contain a standard mortgagee endorsement naming Mortgagee as a loss payee.

(e) **Use of Insurance Proceeds.** Within ten (10) days after the initial occurrence thereof, Mortgagor shall provide Mortgagee with notice (both written and oral) of any damage to the Property or any portion thereof, together with reasonable details about any such damage. Mortgagee, after consultation with Mortgagor, may adjust any loss covered by insurance. Mortgagor shall do all things necessary to obtain prompt settlement of each loss or claim covered by insurance. All insurance compensation, awards, proceeds, damages, claims, rights of action and payments and all causes of action and proceeds thereof of all types for any damage or injury to any of the Property to which Mortgagor may become entitled shall be paid over to Mortgagee, and Mortgagor hereby absolutely and irrevocably assigns to Mortgagee all of Mortgagor's rights to collect and receive such monies. Mortgagee may deduct and retain from such monies, the amount of all expenses (including litigation costs and reasonable attorneys' fees and expenses) incurred by it in connection with the settlement of any insurance claim or any cause of action relating to any of the Property, or any litigation resulting therefrom. After deduction of such expenses, Mortgagee, at its sole option, shall release, pay, or apply the balance of said monies in such order and proportion as it may determine in its sole discretion and without regard to the adequacy of its security hereunder: (i) to Mortgagor for the repair, alteration or restoration of the Improvements or for the erection of new Improvements in their place, or for any other purpose or object, in all cases in accordance with such procedures as Mortgagee deems appropriate in its sole and absolute discretion, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor; or (ii) on account of any item of Indebtedness, without premium, any such prepayment applied against principal under the Note to be applied in whatever order Mortgagee elects against the Indebtedness. Any such monies released to Mortgagor or paid or applied on the cost of restoration, repair or alteration shall in no event be deemed a payment of the Indebtedness. Mortgagee shall be under no obligation to question the amount of such insurance proceeds and may accept the same in the amount in which the same shall be paid.

Notwithstanding the foregoing, Mortgagee will allow property insurance proceeds to be used for repairing and restoring the Property upon condition that (as determined in Mortgagee's sole discretion): (i) such proceeds are less than seventy-five percent (75%) of the outstanding Indebtedness; (ii) at the time of disbursement there is no existing event of default under the Loan Documents nor any event which, with the passage of time, the giving of notice, or both, would constitute an event of default; (iii) unless waived in writing by Mortgagee in connection with small losses, Mortgagor has submitted complete and satisfactory plans and specifications for the repair and restoration work together with a construction budget and completion schedule; (iv) there are sufficient proceeds to fully complete the repairs and restoration in accordance with applicable law or, if not, Mortgagor has deposited the necessary additional funds with Mortgagee; (v) such repairs and restoration can be fully completed at least twelve (12) months prior to the maturity date of the Note and within twelve (12) months after the date of loss; (vi) at the time of

disbursement no Leases have been terminated as a result of the casualty which Mortgagee determines will have a material impact on the value of the Property and the period within which any tenant shall have the right to terminate its Lease as a result of the casualty shall have expired; and (vii) all disbursements shall be in accordance with procedures reasonably deemed appropriate by Mortgagee. If any of the preceding conditions are not satisfied within ninety (90) days after the date of the subject casualty, Mortgagee may apply such proceeds to the Indebtedness, without premium.

If Mortgagee makes any insurance proceeds to defray the cost of restoration, repair or alteration of all or any of the Property, same shall be distributed as determined by Mortgagee, provided that, in all instances, such insurance proceeds shall not be released for any portion of the subject work until all such work is completed and paid for, appropriate lien waivers have been received by Mortgagee and are acceptable to Mortgagee, and Mortgagor has satisfied such further requirements with respect to said distribution as Mortgagee may determine, which further requirements may include, without limitation, a date down title insurance endorsement in all respects acceptable to Mortgagee.

(f) Evidence of Insurance. Evidence satisfactory to Mortgagee of the payment of premiums for at least a twelve (12) month period for each policy, shall be timely deposited with Mortgagee not less than thirty (30) days prior to the expiration date of each policy required of Mortgagor pursuant to this Section 1.4. Upon any renewal or replacement, Mortgagor will deliver to Mortgagee a renewal or replacement policy or policies, marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee, at least thirty (30) days prior to the expiration of any expiring policy.

(g) Miscellaneous. In the event of a foreclosure under this Mortgage, the purchaser of the Property shall succeed to all rights of Mortgagor, including all rights to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions of this Section 1.4. Notwithstanding the foregoing, if Mortgagor insures the Property under a blanket policy, Mortgagee shall accept a certified copy of such policy or policies instead of an original copy of such policy or policies. However, an Agreed Amount Endorsement in form and amount acceptable to Mortgagee in its sole discretion shall be required as to any blanket policy, and evidence thereof must be provided by Mortgagor to Mortgagee. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor does hereby assign and will deliver to Mortgagee all policies of insurance obtained by or on behalf of Mortgagor which insure against any loss or damage to any of the Property, as collateral and further security for the payment of the Indebtedness.

Approval of any insurance by Mortgagee shall not be a representation of the solvency of any insurer or of the sufficiency of any amount of insurance.

1.5 CONDEMNATION

(a) Application of Proceeds. Mortgagor shall provide Mortgagee with written notice of and reasonable details concerning the institution of any proceedings for the condemnation of the Property or any portion thereof, within ten (10) days after Mortgagor first learns of any such proceedings. Mortgagee may participate in any condemnation proceedings and Mortgagor shall do all things necessary to obtain prompt settlement of any condemnation proceedings. All condemnation (including any conveyance in lieu thereof) compensation, awards, proceeds, damages, claims, rights of action and payments and all causes of action and proceeds thereof of all types to which Mortgagor may become entitled shall be paid over to Mortgagee and Mortgagor hereby absolutely and irrevocably assigns to Mortgagee all of Mortgagor's rights to collect and receive any such monies. Mortgagee may deduct and retain from said monies the amount of all expenses (including litigation costs and reasonable attorneys' fees and expenses) incurred by it in connection with the settlement of any condemnation proceedings or any cause of action relating to any of the Property or any litigation resulting therefrom. After deduction of such expenses, Mortgagee at its sole option, shall release, pay or apply the balance of said monies in such order and proportion as it may determine in its sole discretion and without regard to the adequacy of its security hereunder: (i) to Mortgagor for the repair, alteration or restoration of the Property or for the erection of new improvements in their place, or

for any other purpose or object, in all cases in accordance with such procedures which are satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor; or (ii) on account of any item of Indebtedness, without premium, any such prepayment to be applied in whatever order Mortgagee elects against any Indebtedness. Any monies released to Mortgagor or paid or applied on the cost of restoration, repair or alteration, shall in no event be deemed a payment of the Indebtedness. Mortgagee shall be under no obligation to question the amount of such monies and may accept the same in the amount in which the same shall be paid.

Notwithstanding the foregoing, Mortgagee will allow condemnation proceeds to be used for repairing and restoring the Property upon condition that (as determined in Mortgagee's sole discretion): (i) such proceeds are less than seventy-five percent (75%) of the outstanding Indebtedness; (ii) at the time of disbursement there is no existing event of default under the Loan Documents nor any event which, with the passage of time, the giving of notice, or both, would constitute an event of default; (iii) unless waived in writing by Mortgagee in connection with small losses, Mortgagor has submitted complete and satisfactory plans and specifications for the repair and restoration work together with a construction budget and completion schedule; (iv) there are sufficient proceeds to fully complete the repairs and restoration in accordance with applicable law or, if not, Mortgagor has deposited the necessary additional funds with Mortgagee; (v) such repairs and restoration can be fully completed at least twelve (12) months prior to the maturity date of the Note and within twelve (12) months after the date of loss; (vi) at the time of disbursement no Leases have been terminated as a result of the condemnation which Mortgagee determines will have a material impact on the value of the Property and the period within which any tenant shall have the right to terminate its Lease as a result of the condemnation shall have expired; and (vii) all disbursements shall be in accordance with procedures reasonably deemed appropriate by Mortgagee. If any of the preceding conditions are not satisfied within ninety (90) days after the date of the subject condemnation, Mortgagee may apply such proceeds to the Indebtedness, without premium.

If Mortgagee makes any condemnation proceeds available to defray the cost of restoration, repair or alteration of all or any of the Property, same shall be distributed as determined by Mortgagee, provided that, in all instances, such condemnation proceeds shall not be released for any portion of the subject work until all such work is completed and paid for, appropriate lien waivers have been received by Mortgagee and are acceptable to Mortgagee, and Mortgagor has satisfied such further requirements with respect to said distribution as Mortgagee may determine, which further requirements may include, without limitation, a date down title insurance endorsement in all respects acceptable to Mortgagee.

(b) After Foreclosure. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of any of the Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest on the entire principal sum evidenced by the Note until any such award or payment shall have been actually received by Mortgagee. If prior to the receipt by Mortgagee of such award or payment, the Property shall have been sold through foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency in the full payment of the Indebtedness due Mortgagee following such sale, with legal interest thereon (whether or not a deficiency judgment on this Mortgage or the Note is expressly herein or therein negated or shall have been sought or recovered or denied), plus all reasonable attorneys fees and expenses incurred by Mortgagee in connection with the collection of such award or payment.

1.6 FINANCIAL INFORMATION

(a) Books and Records. Mortgagor will keep adequate and accurate books and records of account in accordance with generally accepted accounting principles and will permit Mortgagee and its agents, accountants and attorneys, to visit and inspect the Real Property and examine Mortgagor's records and books of account and to discuss Mortgagor's affairs, finances and accounts with the officers or principals of Mortgagor at such reasonable times as may be requested by Mortgagee.

(b) Quarterly Statements. Mortgagor shall provide to Mortgagee quarterly income and expense statements as to the operation and leasing of the Property. As to each such category, current cash flow and up-to-date payables and receivables shall be

provided. All such statements are to be in form and content satisfactory to Mortgagee, and all are to be received by Mortgagee by the fifteenth (15th) day of the month immediately following each calendar quarter (i.e., the fifteenth (15th) day of each April, July, October, and January). The first such statement shall be due on the fifteenth (15th) day of the first April, July, October or January following the date hereof. All such statements must be prepared by Mortgagor's chief financial officer and certified by Mortgagor and such chief financial officer as being true, complete and correct and showing, in detail, all such income and expenses since the last such quarterly statement.

(c) **Annual Statements; Rent Rolls; Tax Returns.** Mortgagor shall deliver to Mortgagee within ninety (90) days after the close of each fiscal year of Mortgagor, in form and detail satisfactory to Mortgagee, (i) an annual income and expense/operating statement for the operation and leasing of the Property, (ii) a current rent roll for the Property in form and substance satisfactory to Mortgagee, and (iii) a copy of its tax return for the year just ended together with all supporting schedules. As to such category, current cash flow and up-to-date payables and receivables shall be provided. All such statements shall be for the prior fiscal year, shall include a balance sheet for the Property, and shall be prepared and certified by an independent certified public accountant acceptable to Mortgagee, and supported by the affidavit of an appropriate principal in the ownership of Mortgagor.

(d) **Budget and Updates.** On or before thirty (30) days prior to the beginning of each fiscal year of Mortgagor, Mortgagor shall deliver to Mortgagee a detailed annual operating budget for the Property for such fiscal year, which shall include an income and expense projection, a description of proposed capital improvements with cost breakdown, and a marketing and leasing plan. The annual operating budget shall be supported by a certified rent roll and other appropriate documentation, all of which shall be in form satisfactory to Mortgagee in its sole discretion. Should said budgets be updated, Mortgagor shall deliver to Mortgagee on or before thirty (30) days prior to the beginning of the effective date thereof, a copy of such updated budget and corresponding supportive documentation. In addition, together with the quarterly statements required under Section 1.6(b), Mortgagor shall deliver to Mortgagee quarterly updates of such annual operating budget reflecting a detailed comparison of the actual operating results with the operating budget that had been previously submitted to Mortgagee. Such update must set forth details explaining each material deviation from the annual operating budget.

(e) **Rent Rolls.** Mortgagor shall provide to Mortgagee such rent rolls as are required in Section 1.8 hereof.

(f) **Information Related To Statements.** All information (income and expense statements, etc.) required to be furnished to Mortgagee pursuant to this Section 1.6 shall be delivered to all parties entitled to receive notices given to Mortgagee under this Mortgage. All such statements and information with regard to the Property shall only include data concerning the Property and not information concerning any property not included within the Property. In addition, on demand, Mortgagor will furnish to Mortgagee convenient facilities for the audit and verification of any such information.

(g) **Late Charges Upon Default.** If Mortgagor is in default of its obligations under this Section 1.6 and all applicable grace, notice and cure periods, if any, have expired, then retroactive to the first day of such default and for so long as the default shall remain uncured, a late charge of \$1,000.00 shall be due from Mortgagor to Mortgagee, for each month during which the default continues, to be payable first on the day the applicable grace, notice or cure period, if any, expires (or if no such period is applicable, then on the day of the default) and thereafter on the first day of each calendar month during which the default continues until the default is fully cured, without further notice.

1.7 MANAGEMENT

Mortgagor shall cause to be performed all agreements, undertakings and functions necessary to the continuing operation and management of the Property. The Property shall at all times be managed by a professional property manager satisfactory to Mortgagee, under a management contract satisfactory to Mortgagee. Any and all property management contracts must contain a provision making them terminable by Mortgagee without cause on thirty (30) days notice, in the event either (a) an Event of Default occurs and is continuing, or (b) Mortgagee takes possession or control of the Property. Under no

circumstances may any change in management of the Property or the management contract take place without the prior approval of Mortgagee, which approval shall not be unreasonably withheld. Without limiting the terms of the immediately preceding sentence, it shall be reasonable for Mortgagee to withhold approval of a proposed management company which does not have (i) at least five (5) years of commercial management experience in the metropolitan area in which the Property is located, managing comparable buildings, or (ii) financial resources which are clearly sufficient for it to undertake the subject management responsibility when all other financial responsibilities of said entity are considered. Mortgagor shall cause (A) the management contract in effect from time to time to be subordinated to this Mortgage and collaterally assigned to Mortgagee through a document satisfactory to Mortgagee, and (B) the property manager to execute a consent whereby the said property manager consents to the subordination and collateral assignment of the property management contract to Mortgagee, and further consents to the termination of said management contract in the event that this Mortgage is foreclosed, which termination shall be at the sole option of the purchaser at such foreclosure sale. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect any portion of the Property at all reasonable times, subject to rights of tenants; and if, at any time during the existence of an Event of Default, the management or maintenance of the Real Property shall be determined by Mortgagee in the exercise of reasonable business judgment to be unsatisfactory, Mortgagor shall employ, for the duration of the term of the loan secured hereby, and at Mortgagor's sole expense, as managing agent of the Real Property, an individual or entity designated by Mortgagor and approved by Mortgagee pursuant to the foregoing provisions of this Section 1.7.

1.8 REGARDING LEASES

(a) In General. All future Leases shall be on a standard form of lease hereafter approved by Mortgagee in writing (the "Standard Form Lease"). Any future Lease that makes material changes to the form of the Standard Form Lease must be submitted to and approved by Mortgagee in its sole discretion before such Lease becomes effective. In addition, any future Lease having either (i) a lease term of ten (10) years or more; and/or (ii) a demised premises constituting twenty-five percent (25%) or more of the total net rentable square footage of the Improvements must also be submitted to and approved by Mortgagee in its sole discretion before such lease becomes effective. Each future Lease (and any existing Lease which is renewed or modified) is (and shall be deemed): (A) subject to the condition that in the event of any transfer of Mortgagor's interest in the Property by foreclosure or other action or proceeding for the enforcement of this Mortgage or by deed in lieu thereof (hereinafter, a "foreclosure sale"), such Lease shall, at the sole option of Mortgagee, continue in full force and effect and the tenant thereunder will, upon request, attorn to and acknowledge the transferee ("foreclosure purchaser") of the interest of Mortgagor as a result of any such foreclosure sale of the Property (including Mortgagee and any and all successors and assigns, including Mortgagee, of such transferee), as landlord thereunder unless Mortgagee or such foreclosure purchaser shall, within sixty (60) days after such sale, notify the tenant in writing to vacate and surrender the leased space within ninety (90) days from the date of sale, in which case such Lease shall fully terminate and expire at the end of the said period of ninety (90) days; (B) subject to the further condition that if such Lease shall so continue in full force and effect, the tenant shall not be credited as against such purchaser with any rent allocable to the period after such foreclosure sale other than rent for the remainder of the month in which the foreclosure occurs; (C) to contain a provision that neither Mortgagee nor any such foreclosure purchaser shall ever be: (1) liable for any damages or other relief attributable to any act or omission or indemnity obligation of any prior landlord (including Mortgagor); or (2) obligated to cure any default of any prior landlord (including Mortgagor) under the Lease that occurred before such party acquired its interest in the Property; or (3) liable or responsible for any damage or other relief attributable to any breach of any representation or warranty contained in the Lease, or (4) subject to any offsets or defenses which the tenant might have against Mortgagor or any person or entity claiming by, through or under Mortgagor, or (5) bound by any prepayment of rent or additional rent which the tenant might have paid for more than the current month to Mortgagor or any person or entity claiming by, through or under Mortgagor, or (6) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of Mortgagor or any person or entity claiming by, through or under Mortgagor made or given without the written consent of Mortgagee, or (7) bound to make any payment to the tenant or to perform any construction requirements

called for in the Lease; or (8) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to Mortgagor or any other person or entity, unless and until Mortgagee or such other foreclosure purchaser has actually received for its own account as landlord the full amount of such security deposit; or (9) liable to the tenant in any event for any cause whatsoever for damages or claims in excess of Mortgagee's interest in the Property, it being expressly agreed that Mortgagee's liability under the Lease shall be non-recourse and that the tenant's sole remedy in the event it obtains a judgment against Mortgagee for its default under the terms of the Lease shall be to foreclose such judgment against Mortgagee's interest in the Real Property and not to proceed against any other assets of Mortgagee; (D) not to be subordinate to any lien or charge other than the lien of this Mortgage, or depend in any manner upon property not subject to the lien of this Mortgage; (E) to require the tenants to pay their prorata share of real estate taxes and assessments, insurance and common area maintenance; and (F) to contain a provision for notice to Mortgagee of any default by landlord under the Lease and the right of Mortgagee, prior to tenant's termination of the Lease, to cure such default within sixty (60) days after receipt of such notice or in the event such cure requires more than sixty (60) days, or that Mortgagee be the owner of the Property, then within a reasonable time after such time period or after Mortgagee acquires title to the Property, as the case may be, provided Mortgagee proceeds diligently to effect such cure. Mortgagor will not execute any lease of all or a substantial portion of the Improvements except for actual occupancy by the lessee thereunder.

(b) **Mortgagor's Duties As Lessor.** Mortgagor shall faithfully perform the obligations of Mortgagor as lessor or lessee under any present and future Leases (including all ground leases and all space leases) affecting all or any portion of the Property, and shall neither do nor neglect to do, nor permit to be done, anything which may cause the termination of said leases, or any of them, except with the prior consent of Mortgagee, or which may diminish or impair their value, or the rents provided for therein, or the interest of Mortgagor or Mortgagee therein or thereunder.

(c) **Mortgagee's Consent Required.** In addition to the matters requiring Mortgagee's written consent under Section 1.8(a), Mortgagor, without first obtaining the written consent of Mortgagee thereto, shall not (i) assign the Rents and Profits, or any part thereof, from any of the Property, (ii) consent to the cancellation or surrender of any Lease now existing or hereafter to be made, (iii) modify any such Lease so as to (A) shorten the unexpired term thereof, (B) decrease the amount of the rent payable thereunder or (C) materially alter the obligations of the landlord or tenant thereunder, (iv) allow any such Lease to be subordinate to a lien or charge other than this Mortgage or the other Loan Documents and/or (v) collect any rent in advance of the due date thereof.

(d) **Tenant Estoppel Statements.** To the extent Leases then in effect require a tenant to provide an estoppel statement or certificate, then Mortgagor shall procure and deliver to Mortgagee at any time within fifteen (15) days after notice and demand, such estoppel statement or certificate as is required under each respective Lease. To the extent that then effective Leases do not so provide, then Mortgagor shall use its best efforts to procure and deliver to Mortgagee at any time within fifteen (15) days after notice and demand, estoppel letters or certificates from each lessee, tenant or occupant in possession of the Real Property, as required by, and in form and substance satisfactory to, Mortgagee. Mortgagor shall procure and deliver to (i) each lessee a copy of the recorded assignment of leases given as part of the closing of the loan secured hereby and any supplements to same, and (ii) Mortgagee, within five (5) days of notice and demand, proof of due service on each lessee of such recorded copy and supplement(s), either personally or by prepaid registered mail, return receipt requested.

(e) **Assignment of Leases and Rents and Profits.** Mortgagor hereby assigns to Mortgagee all its right, title and interest in all Leases, present and future, of the Property or any portion thereof and all Rents and Profits. This assignment is a present, absolute and complete assignment from Mortgagor to Mortgagee and is not merely the granting of a security interest. The parties hereto further intend that the Rents and Profits (and any payments made in lieu of rents) be hereby absolutely assigned, so that such Rents and Profits are no longer the property of Mortgagor during the term of this Mortgage and do not constitute any of the assets of any estate of Mortgagor as defined by 11 USC §541 of the U.S. Bankruptcy Code and that such Rents and Profits will not constitute collateral, cash or otherwise, of Mortgagee. The acceptance of this assignment of leases by Mortgagee is subject to the following: so long as there shall exist no Event

of Default, Mortgagor shall have a revocable license from Mortgagee to collect, when due, all Rents and Profits and to retain and use the same (subject first to payment of any installment then due under the Note and any other payments then due under any of the other Loan Documents). Upon the occurrence of an Event of Default, Mortgagor's license shall automatically terminate without regard to the adequacy of Mortgagee's other security for the Indebtedness and without notice to or demand upon Mortgagor. Mortgagee shall not exercise any of the rights or powers conferred upon it under this Section until an Event of Default shall occur and be continuing, but upon the occurrence and during the continuance of any such Event of Default, Mortgagee shall be entitled to all Rents and Profits and other amounts then due under the Leases and thereafter accruing, and this assignment shall constitute a direction to and full authority to the subject lessees and each of them, to pay all such amounts to Mortgagee without proof of the Event of Default relied upon. Said lessees are hereby irrevocably authorized to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the leases, or for the performance of any of said lessee's undertakings under the leases and shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is continuing.

Notwithstanding anything contained herein to the contrary, in no event shall this assignment be deemed to reduce the Indebtedness by an amount in excess of the actual amount of cash received by Mortgagor under the Lease, whether before, during or after the occurrence of an Event of Default, and Mortgagor acknowledges that in no event shall the Indebtedness be reduced by the value from time to time of the rents, income and profits of or from the Property. In addition, Mortgagee reserves the right, at any time, whether before or after the occurrence of an Event of Default, to recharacterize this assignment as merely constituting security for the indebtedness of Mortgagor to Mortgagee, which recharacterization shall be made by written notice delivered to Mortgagor. Mortgagor's receipt of any rents, issues, and profits pursuant to this assignment after the institution of foreclosure proceedings, either by court action or by the private power of sale contained in any mortgage or deed of trust now or hereafter securing the Note, shall not cure an Event of Default, or affect such proceedings or sale. THIS ASSIGNMENT SHALL NOT CONSTITUTE OR EVIDENCE ANY PAYMENT WHATSOEVER ON ACCOUNT OF THE INDEBTEDNESS, AND THE INDEBTEDNESS SHALL BE REDUCED BY AMOUNTS IN THE COLLECTION ACCOUNT ONLY IF AND TO THE EXTENT THAT SUCH AMOUNTS ARE ACTUALLY PAID TO MORTGAGEE AND APPLIED BY MORTGAGEE IN REDUCTION OF THE UNPAID PRINCIPAL BALANCE OF THE INDEBTEDNESS.

(f) Rent Rolls. Mortgagor shall provide to Mortgagee, on a quarterly basis, current rent rolls and current leasing activity reports for the Property, both in form and substance satisfactory to Mortgagee, which shall reflect then-current tenant leasing. Such rent rolls must be certified by an appropriate principal in the ownership of Mortgagor and are to be received by Mortgagee by the fifteenth (15th) day of the month immediately following each calendar quarter (i.e., the fifteenth (15th) day of each April, July, October, and January). The first such statement shall be due on the fifteenth (15th) day of the first April, July, October or January following the date hereof. Each such rent roll shall contain, at a minimum, each of the following as to each tenant: tenant's name; suite number or space number (as applicable); lease status (whether the demised premises are vacant, normal, month-to-month, assigned, expired, terminated, pending, or master leased); the number of net rentable square feet; commencement date; termination date; current rental rate; expense stops; fixed reimbursements; stepped/CPI Increases; total occupied square footage; and tenant's proportionate share of operating expenses; a detailed description of all renewal options; and a statement indicating whether or not the specific tenant is actually in occupancy, is actually paying rent as stated in said rent roll and is (or is not) in default under the lease. If the tenant is in default under the lease, an explanation of the default must be set forth. Each such rent roll shall also contain or be accompanied by a current leasing activity report for the Property which shall include all of the following: (i) a detailed statement of all leasing activity during the preceding quarter which has not resulted in a new lease; (ii) a specific description of every instance where any of the Property that is ordinarily subject to third party tenant leases is vacant or likely to go vacant within the next fiscal quarter, and the reasons therefor; (iii) a specific listing of every security deposit held by Mortgagor, including the tenant who has made such deposit, the amount of such deposit, and to what extent, if any, any of said security deposit has been applied, and if so, the reasons therefor; (iv) a listing of each tenant that has been or is being terminated as to its respective lease of a portion of the

Property; (v) a list of all new Leases that have been entered into during the period in question (in which case, said rent roll shall be accompanied by a full and complete copy of each such Lease); and (vi) a complete list of all litigation involving Mortgagor as landlord and any tenant of the Property or any portion thereof, which list shall include a specific description of each of the claims involved in said litigation, the amounts thereof, and the then present status of such litigation. Each such rent roll must include a written certification from an appropriate principal of Mortgagor, that each delivered copy of any Lease affecting any portion of the Property is complete and correct and includes all amendments, addendums, riders and other documentation relative thereto; that each such Lease has been examined, is firm and contains no offsets or concessions except as reflected in said rent roll; that no rents have been collected in advance of the due dates thereof; and that all tenants are in actual physical occupancy of the respective demised premises and are paying rent. All rent rolls and other items required to be furnished to Mortgagee pursuant to this Section shall be delivered to all parties entitled to receive notices given to Mortgagee under this Mortgage. All such statements and information, including the quarterly rent rolls required hereunder, shall include information concerning only the Property and not information concerning any property not included within the Property. In addition, on demand, Mortgagor will furnish to Mortgagee executed counterparts of all Leases and convenient facilities for the verification of any such rent rolls.

(g) Submissions Regarding New Leases. Mortgagor shall provide the following regarding each Lease entered into after the date of this Mortgage, to be submitted with the next due rent roll as provided above and at such other times as Mortgagee may request, within 30 days after each such request:

(i) Tenant estoppel statements on Mortgagee's current form as provided in subsection 1.8(d) above;

(ii) Complete and correct copies of each new Lease;

(iii) The written certification of one of Mortgagor's principals acceptable to Mortgagee for said purpose, that the delivered copy of such Lease is complete and correct and includes all amendments, addendums, riders, subleases and other documentation relative thereto; that such lease(s) have been examined, are in full force and effect and are binding on the respective tenant(s) and contain no offsets or concessions; that no rents have been collected in advance of the due dates thereof; and that all tenant(s) are in actual physical occupancy of their demised premises and are paying rent; and

(iv) If requested by Mortgagee, a subordination, non-disturbance and attornment agreement on Mortgagee's current form from the tenant under each of the said Leases, which shall provide, among other things, that any purchaser of the Real Property at a foreclosure sale shall not be: (1) liable for any damages or other relief attributable to any act or omission or indemnity obligation of any prior landlord (including Mortgagor); or (2) obligated to cure any default of any prior landlord (including Mortgagor) under the Lease that occurred before such party acquired its interest in the Property; or (3) liable or responsible for any damage or other relief attributable to any breach of any representation or warranty contained in the Lease, or (4) subject to any offsets or defenses which the tenant might have against Mortgagor or any person or entity claiming by, through or under Mortgagor, or (5) bound by any prepayment of rent or additional rent which the tenant might have paid for more than the current month to Mortgagor or any person or entity claiming by, through or under Mortgagor, or (6) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of Mortgagor or any person or entity claiming by, through or under Mortgagor made or given without the written consent of Mortgagee, or (7) bound to make any payment to the tenant or to perform any construction requirements called for in the Lease; or (8) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to Mortgagor or any other person or entity, unless and until Mortgagee or such other foreclosure purchaser has actually received for its own account as landlord the full amount of such security deposit; or (9) liable to the tenant in any event for any cause whatsoever for damages or claims in excess of Mortgagee's interest in the Property, it being expressly agreed that Mortgagee's liability under the Lease shall be non-recourse and that the tenant's sole remedy in the event it obtains a judgment against Mortgagee for its default under the terms of the Lease shall be

to foreclose such judgment against Mortgagee's interest in the Real Property and not to proceed against any other assets of Mortgagee.

(h) No Further Assignments. Mortgagor covenants and agrees not to assign the whole or any part of the Rents and Profits, without the prior written consent of Mortgagee, and any such assignment shall be null and void *ab initio*.

1.9 CONDITION AND OPERATION OF THE PROPERTY

Mortgagor shall do all things necessary to the satisfaction of Mortgagee, based on the character and nature of use of the Property, to: (a) keep the Property (including all landscaping) in good condition and repair and to prevent any waste and deterioration thereof; (b) operate the Property in a first class manner for the purpose for which it is constructed; (c) keep all Improvements free of termites, dry rot, wood borers and all similar destructive pests; (d) prevent any change to, or in the use of, the Property which will in any way increase the risk of fire or other hazard arising from the use thereof; and (e) prevent, except with Mortgagee's prior written consent, any material changes in the nature of the occupancy or use of the whole or any part of the Property, from such nature for which the Property or such part is intended on the date hereof. Mortgagor shall continuously (i) maintain not less than the number of parking spaces required to be maintained at the Property pursuant to the provisions of the Loan Agreement executed by Mortgagor and Mortgagee of even date herewith; (ii) comply with the minimum parking requirements of all leases affecting any portion of the Property; and (iii) comply with all zoning and other municipal ordinances and regulations governing parking (including those concerning handicap parking). Mortgagor shall at all times maintain in the Improvements in good condition and repair the elevators required pursuant to Section 2.16 of the Loan Agreement, and Mortgagor shall at all times maintain in full force and effect an elevator maintenance contract satisfactory to Mortgagee for all such elevators located in the Improvements.

1.10 COMPLIANCE WITH LAWS, COVENANTS AND AGREEMENTS

Mortgagor shall comply with all laws, ordinances, regulations, rules and requirements of any governmental authorities and all recorded lawful covenants and agreements relating to or affecting the Property, including all laws, ordinances, regulations, rules, requirements and covenants pertaining to health and safety, construction of improvements on the Property, fair housing, zoning and land use, the Americans with Disabilities Act and Leases. Mortgagor also shall comply with all applicable laws that pertain to the maintenance and disposition of tenant security deposits. Mortgagor shall at all times maintain records sufficient to demonstrate compliance with the provisions of this Section 1.09. Mortgagor shall take appropriate measures to prevent, and shall not engage in or knowingly permit, any illegal activities at the Property that could endanger tenants or visitors, result in damage to the Property, result in forfeiture of the Property, or otherwise materially impair the lien created by this Mortgage or Mortgagee's interest in the Property. Mortgagor represents and warrants to Mortgagee that no portion of the Property has been or will be purchased with the proceeds of any illegal activity.

1.11 USE OF PROPERTY

Mortgagor will do all things necessary to: (a) keep in effect and comply with the requirements of all easements, covenants, conditions and restrictions in any way affecting the Property; (b) prevent any change in any private restrictive covenant, any zoning ordinance, any easement, or any other public or private restrictions, where such change may have the effect of limiting the uses which may be made of the Property or any part thereof; and (c) prevent any use of the Property or any part thereof that could with the passage of time result in the creation of any right or claim of adverse possession or prescriptive easement or similar right or claim on, to or against the Property or any part thereof in favor of any person or the public. If at any time the then existing use or occupancy of the Real Property shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of Mortgagee. In the event any governmental authority having jurisdiction adopts any law, ordinance or regulation which imposes a limitation on the uses to which any of the Property can be devoted should it be sold, assigned or transferred or in any manner disposed of, Mortgagor shall not consummate any such sale, assignment, transfer or disposition without first fully disclosing to Mortgagee, in writing, all aspects of such use limitation and receiving the prior written consent of Mortgagee relative thereto.

Unless required by applicable law, Mortgagor shall not (a) except for any change in use approved by Mortgagee, allow changes in the use for which all or any part of the Property was being used at the time this Mortgage was executed, (b) convert any common areas to commercial use, (c) initiate or acquiesce in a change in the zoning classification of the Property, or (d) establish any condominium or cooperative regime with respect to the Property.

1.12 ENVIRONMENTAL MATTERS

(a) **Hazardous Materials.** For purposes of this Mortgage, "Hazardous Substances" shall mean the following: any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, pollutant, contaminant, petroleum or petroleum products, or other similar term, by any Federal, state, or local environmental statute, regulation, or ordinance presently in effect, or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, as well as oil, fuels, gasses, pesticides, paints and solvents, lead, cyanide, DDT, acids, ammonium compounds and other chemicals, trash, garbage, other solid wastes, asbestos and asbestos-containing material, and PCB substances. Mortgagee covenants and agrees (i) that Mortgagor shall not use (or permit the use of) Hazardous Substances on, from or affecting the Real Property in any manner that violates any applicable governmental law, rule or regulation, or that gives rise to any governmental notice, reporting or remedial requirements, and (ii) that Mortgagor will not permit or suffer any violation of applicable governmental laws, rules and regulations with regard to Hazardous Substances affecting the Real Property.

(b) **Site Review.** Mortgagor shall permit such persons as Mortgagee may designate ("Site Reviewers") to visit the Property and perform environmental site investigations and assessments, and monitor existing conditions and environmental facilities (collectively, "Site Assessments") from time to time, on the Property or any portion thereof for the purpose of determining whether there exists on the Property any environmental condition which could result in any liability, cost or expense to the owner or occupier of the Property. Such Site Assessments may include both above and below ground testing for environmental damage or for the presence of Hazardous Substances and such other tests on the Property or any portion thereof as may be necessary in the opinion of the Site Reviewers to conduct the Site Assessments. Such Site Assessments shall also include, without limitation, taking such air, water, ground and other environment related samples as the Site Reviewers may deem appropriate or necessary. Mortgagor will supply to the Site Reviewers such historical and operational information regarding the Property as may be available to Mortgagor and reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. If prior to the performance of the Site Assessment(s), Mortgagee has reason to believe, in its sole discretion, that Hazardous Substances may be present on the Property or environmental damage or contamination may have occurred on the Property or if any Site Assessments are performed at any time from and after the occurrence of any Event of Default, the cost of performing all such Site Assessments shall be paid by Mortgagor within five (5) days after demand by Mortgagee, with interest after said due date until paid at the Augmented Rate (as defined in the Note).

1.13 MODIFICATIONS, CONSTRUCTION, ALTERATIONS, REPAIRS, REMOVAL, DEMOLITION

There shall be no (a) modifications to the structure, HVAC and other building systems, accessibility or appearance of the Property or any portion thereof or any other material alterations to any of the Property; or (b) changes to the appearance of the Property or any portion thereof having a value in excess of \$50,000; or (c) construction, alterations, repairs, removal or demolition of any Improvement or Equipment (such modifications, changes and alterations referred to in clauses (a), (b) and (c) being herein referred to collectively as the "Work") (other than repairs and maintenance in the ordinary course of business), without the prior written approval of Mortgagee, after submission of plans and specifications for such Work to Mortgagee, which plans and specifications must be reasonably acceptable to Mortgagee. All such approved Work shall be: (i) done in full compliance with all applicable laws, promptly, in a good, workmanlike manner and in conformance with such approved plans and specifications; and (ii) completed with any portion of the Property which may be damaged or destroyed relative thereto fully restored. Any such approval and consent of Mortgagee shall not be deemed to constitute any warranty or representation by Mortgagee as to the adequacy, correctness or completeness, compliance with laws, fitness for any purpose or otherwise, of said plans and

specifications, or said modifications or Work. Mortgagor will pay when due all claims for work performed or materials furnished on or in connection with all or any part of the Property and all charges, liens or encumbrances thereon which are or appear to be prior or superior hereto.

1.14 FURTHER ASSURANCES

Mortgagor shall execute and deliver (and pay all costs of preparation and recording thereof) to Mortgagee, upon demand, any further instrument or instruments, including security instruments, security agreements, financing statements, assignments and renewal and substitution notes, so as to reaffirm, correct or perfect the evidence of, and securing of, the obligations hereby secured and the legal title to all or any part of the property intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this Mortgage or modifications thereof.

1.15 CERTIFICATION OF INDEBTEDNESS

Mortgagor upon ten (10) days' request shall certify in writing to Mortgagee and to any proposed assignee of the Note and any other Indebtedness, the amount of principal and interest then owing on the Note and all other Loan Documents and whether any offsets or defenses exist against the Indebtedness.

1.16 REPLACEMENT FINANCING

Mortgagor shall proceed with diligence during the six months immediately prior to the scheduled maturity of the Note to obtain replacement financing for the Indebtedness from third parties. Mortgagor acknowledges and agrees that Mortgagee shall be under no obligation whatsoever to provide any refinancing relative to the Indebtedness.

1.17 USE OF FUNDS FROM THE REAL PROPERTY

Mortgagor covenants and agrees that all funds generated from the Property or any part thereof must be utilized for the payment of all current expenses of the Property, including mandatory debt service payments on the Indebtedness, and operating expenses, before any such funds are diverted for use to any other properties or for any other purposes of Mortgagor.

1.18 DUTY TO NOTIFY

Mortgagor agrees to give Mortgagee immediate notice of any hereafter filed or threatened litigation affecting Mortgagor or the Property.

1.19 LIMITATIONS ON TRANSFERS

As an inducement to Mortgagee to make the loan evidenced by the Note, Mortgagor covenants and agrees that during the term of such loan, title to the Property and to every portion thereof shall be vested solely in Mortgagor (as it is presently constituted), except as Mortgagee shall otherwise in its sole discretion specifically consent in writing. Mortgagor shall not, without the express prior written consent of Mortgagee cause, permit, or consent to the sale, transfer, encumbrance, pledge or other disposition of the Property or any portion thereof (including the creation of any easements encumbering all or any portion of the Property) or to any change in the direct or indirect composition of Mortgagor. For example, but not by way of limitation, it shall constitute an Event of Default if, without Mortgagee's prior written consent (a) any stock, beneficial interest or partnership interest of any corporation, trust or partnership comprising Mortgagor shall be transferred, assigned, pledged, hypothecated, mortgaged or encumbered; or (b) if any such corporation, trust or partnership is dissolved or terminated, by operation of law or voluntarily. Mortgagor understands that the present ownership of the Property and of Mortgagor has been a material inducement to Mortgagee in the making of the loan secured hereby. All transfers shall be subject to Mortgagee's prior express, written consent and may be conditioned upon payment of a reasonable fee, upon an increase in the Interest Rate under the Note and/or upon changing other terms and conditions of this Mortgage, the Note or the other Loan Documents to reflect the then-current market conditions. Furthermore, any such consent by Mortgagee to a change in ownership shall be conditioned upon Mortgagee's receipt of such opinions of counsel, resolutions and organization filings as Mortgagee deems necessary, and a writing by and between Mortgagor and the proposed assignee, assigning all of Mortgagor's interest under the Loan Documents to the proposed assignee, with the proposed assignee assuming all of the duties and obligations of Mortgagor under the Loan Documents, which writing must be acceptable, in form and substance, to Mortgagee. Such writing must specify, in addition to the foregoing, that the proposed assignee shall execute such further

documentation as Mortgagee may reasonably require, including new U.C.C. financing statements and a new indemnification with regard to environmental matters in form and substance consistent with the similar indemnity given by Mortgagor to Mortgagee on every date herewith. Mortgagor shall give Mortgagee prior written notice of each and every proposed transaction which requires Mortgagee's consent under this Section 1.19, and shall furnish to Mortgagee such information as Mortgagee may reasonably require relative thereto.

1.20 LIMITATIONS ON SUBORDINATE ENCUMBRANCES

Mortgagor will not, without first obtaining the written consent of Mortgagee, which consent may be granted or withheld in Mortgagee's sole discretion, create, place, suffer or permit to be created or placed, or, through any act or omission, acquiesce in the placing of or allow to remain, on or against the Property, any deed of trust, mortgage, pledge, lien (statutory, conditional, contractual or otherwise), security interest, encumbrance, charge, conditional sale or other title retention agreement, covenant, condition, restriction or easement, regardless of whether the same is or are expressly made subordinate to the lien of this Mortgage. Without limiting the generality of the foregoing, Mortgagor will not, without first obtaining the prior written consent of Mortgagee, which consent may be granted or withheld in Mortgagee's sole discretion, encumber, grant a security interest in, or assign or attempt to assign the Rents and Profits or any portion thereof. Mortgagee shall not be deemed to have notice of any such event unless and until Mortgagee shall have received actual notice thereof, and the recording of any instruments shall not be deemed to give notice of any such event to Mortgagee. Any mortgage, deed of trust, assignment of rents, pledge, lien or security agreement covering any of the Property that is hereafter created, placed, suffered or assumed (any such subordinate document, the "Subordinate Lien") shall be subject and subordinate to the following covenants, conditions and restrictions:

- (a) Such Subordinate Lien shall be subject to, in addition to all tenancies now or hereafter affecting the Property, all renewals and extensions, modifications, releases, increases, increase in interest rate, future advances, changes or exchanges, effected or to be effected relative to this Mortgage, or any other Loan Document, without the joinder or consent of the beneficial holder thereof ("Subordinate Mortgage") and without any obligation on Mortgagee's part to give notice of any kind thereto;
- (b) The Subordinate Lien shall be subject and subordinate to any and all advances made and expenses incurred, with interest thereon, pursuant to this Mortgage;
- (c) The Subordinate Mortgagee shall release insurance proceeds and condemnation awards, to be applied to the restoration of the Property or to the Indebtedness, in the same manner as Mortgagee, under the terms and provisions of this Mortgage, so that no conflicts are created by and among Mortgagee, the Subordinate Mortgagee, or others in the application of insurance proceeds or condemnation awards;
- (d) The Subordinate Mortgagee shall give non-disturbance agreements to tenants if required by Mortgagee;
- (e) The Subordinate Mortgagee shall not acquire, by subrogation (for example, by payment of real estate taxes), or otherwise, any lien, estate, right or other interest in the Property that is or may be prior in right to this Mortgage or Mortgagee's lien, estate, rights or interests, therein;
- (f) The Subordinate Mortgagee shall give Mortgagee notice of any default, copies of all notices relating to any default and copies of any foreclosure or similar documents relating to the Subordinate Lien;
- (g) No rents will be collected by or for the Subordinate Mortgagee except by a receiver, and all rents collected by the receiver will be applied first to the Indebtedness;
- (h) If the Subordinate Mortgagee brings a foreclosure proceeding, no tenant will be named as a party defendant, and no action will be taken that would terminate any leases or other rights held by or granted by third parties with respect to the Property or any portion thereof;
- (i) If Mortgagee forecloses this Mortgage, all Rents and Profits shall thereafter belong to the purchaser at foreclosure;
- (j) Upon request from Mortgagee, the Subordinate Mortgagee shall provide such further evidence as Mortgagee may require as to the subordination of the Subordinate

Lien to this Mortgage and also to further evidence the agreement of Subordinate Mortgagee to the provisions of this Section; and

(k) A default under the Subordinate Lien shall constitute an Event of Default under this Mortgage.

1.21 REGARDING SUBORDINATE INTERESTS

Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien affecting all or any portion of the Property, Mortgagee may release the obligation of anyone at any time liable for any of the Indebtedness or any part of the security held for such Indebtedness and may accelerate or extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the security or the remainder thereof, in anywise impairing or affecting Mortgagee's interests evidenced hereby (lien and otherwise) or the priority of such interests, as security for the payment of the Indebtedness as it may be so extended or modified, over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any lease affecting any portion of the Property whether or not such lease be subordinated to this Mortgage. Mortgagee may resort for the payment of the Indebtedness to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

1.22 ERISA

Mortgagor, having had the benefit of legal counsel, covenants, represents and warrants that (a) no assets of any employee benefit plan, as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), as now or hereafter amended, will be used in the satisfaction, exercise or performance of any of the obligations, rights or transactions specified or contemplated herein or in the Note or in any of the other Loan Documents; (b) the Property (and each portion thereof) does not now, and will not, constitute an asset of any such employee benefit plan; and (c) notwithstanding any other provisions of this Mortgage, Mortgagor will not sell, convey or transfer the Property (or any portion thereof) to any person or entity which at the time of such transfer does not satisfy the representations set forth in clauses (a) and (b) above, regardless of whether any of the above described conditions arises by operation of law or otherwise. Without limitation on the rights and remedies of Mortgagee arising under this Mortgage, in the event that Mortgagor or any subsequent owner of the Property or any part thereof shall at any time sell, convey or transfer or attempt to sell, convey or transfer the Property or any part thereof in violation of the provisions of this Section 1.22, then Mortgagee shall, in addition to any other rights and remedies it may have at law or in equity or under this Mortgage, be entitled to a decree or order restraining and enjoining such sale, conveyance or transfer, and Mortgagor or such subsequent owner shall not plead in defense thereof that there would be an adequate remedy at law (it being hereby expressly acknowledged and agreed that damages at law would be an inadequate remedy for breach or threatened breach of the provisions of this Section 1.22).

1.23 INSPECTIONS

That Mortgagee, or its agents, representatives or employees, are authorized to enter, at any reasonable time and upon reasonable notice to Mortgagor, upon or in any part of the Real Property for the purpose of inspecting the same and any other portion of the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

1.24 MECHANICS' LIENS

Mortgagor shall not permit any mechanic's, laborer's or materialmen's liens to stand against the Property or any part thereof. If any such lien is at any time recorded against the Property or any part thereof then Mortgagor shall: (i) give written notice thereof promptly to Mortgagee; and (ii) cause the same to be discharged of record within thirty (30) days after the date of recording of the same, either by payment, deposit or bond. If Mortgagor fails to discharge any such lien within such period, then Mortgagee, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Any amount paid or deposited by Mortgagee to discharge such lien, and all costs and other expenses, including all reasonable attorneys' fees, incurred in defending any action to foreclose such lien, shall be deemed a part of

the indebtedness secured hereby and shall be due and payable, without demand, immediately.

1.25 DESTRUCTION OF NOTE

Mortgagor will, in the event the Note shall be mutilated, destroyed, lost or stolen, deliver to Mortgagee, in substitution therefor, a new promissory note containing the same terms and conditions as the Note with a notation thereof of the unpaid principal and accrued but unpaid interest. Mortgagor shall be furnished with satisfactory evidence of the mutilation, destruction, loss or theft of the Note, and all such security or indemnity as may be reasonably requested by Mortgagee; provided, however, that if MONY Life Insurance Company, a New York corporation ("MONY") or any of its subsidiaries or affiliates is the then Mortgagee under this Mortgage, an unqualified indemnity from MONY shall be deemed to be satisfactory security or indemnity.

2. SECURITY AGREEMENT/UNIFORM COMMERCIAL CODE

2.1 SECURITY AGREEMENT

This instrument is also a security agreement under the Uniform Commercial Code for any of the Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"), and Mortgagor hereby grants to Mortgagee a security interest in the UCC Collateral to secure payment of the Indebtedness and to secure the due, prompt and complete observance and performance of each and every obligation and agreement of Mortgagor contained herein and/or in any of the other Loan Documents. Mortgagor shall execute and deliver to Mortgagee, upon Mortgagee's request, financing statements, continuation statements, renewals and amendments, in such form as Mortgagee may require to perfect or continue the perfection of this security interest and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable. Mortgagor shall pay all filing costs and all costs and expenses of any record searches for financing statements that Mortgagee may require. Without the prior written consent of Mortgagee, Mortgagor shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default has occurred and is continuing, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Mortgage or existing under applicable law. In exercising any remedies, Mortgagee may exercise its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability of Mortgagee's other remedies.

2.2 FINANCING STATEMENT

This instrument constitutes a financing statement with respect to any part of the Mortgaged Property which is or may become a Fixture. This Mortgage may be filed as a financing statement in such office or offices as financing statements are or shall be permitted to be filed and the filing of this Mortgage or a copy hereof shall constitute the filing of a financing statement under the terms, conditions and provisions of the Uniform Commercial Code. Mortgagor and Mortgagee agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing the declared and hereby stated intention of the parties hereto that everything used primarily in connection with the production of income from any part of the Property and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the Improvements; (ii) serial numbers are used for the better identification of items capable of being thus identified in a recital contained herein or in any list filed with Mortgagee; or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (A) rights in or to the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for a taking or for loss of value, or (C) the debtor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of any of the Property, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of Mortgagee, as determined by this Mortgage, or impugning the priority of Mortgagee's secured interest granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Mortgagee in the event any

court or judge shall at any time hold, with respect to the above clauses (A), (B) or (C), that in order for notice of Mortgagee's priority of interest to be effective against a particular class of persons, including the Federal Government and any subdivision or entity of the Federal Government, such notice must be filed in the Uniform Commercial Code records.

2.3 WARRANTIES, REPRESENTATIONS AND ADDITIONAL COVENANTS OF MORTGAGOR

Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the UCC Collateral to be acquired after the date hereof will be, the sole owner of the UCC Collateral, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the UCC Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor will not lease, sell, convey or in any manner transfer the UCC Collateral without the prior written consent of Mortgagee, except for transfers as described in clause (d) and Section 2.4 below.

(c) The UCC Collateral is not used or bought for personal, family or household purposes.

(d) The Equipment will be kept on or at the Real Property and Mortgagor will not remove the Equipment from the Real Property without the prior written consent of Mortgagee, except such portions or items of Equipment which are consumed or worn out in ordinary usage or which become obsolete, all of which shall be promptly replaced by Mortgagor with new items of equal or greater quality and value in accordance with Section 1.13 above and except for Equipment owned by Walgreen Co. which it is entitled to remove pursuant to the terms of its lease.

(e) Mortgagor maintains a place of business in the State in which the Real Property is located and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(f) All covenants and obligations of Mortgagor contained herein relating to the Property shall be deemed to apply to the Equipment whether or not expressly referred to herein.

2.4 EQUIPMENT REPLACEMENT

Mortgagor shall have the right, without Mortgagee's consent, to remove and dispose of, free of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such Equipment shall be replaced with other equipment fully owned by Mortgagor of a value and quality at least equal to that of the replaced Equipment and free from any title retention or other security agreement or other liens, claims of title (contingent or otherwise), encumbrances, or charges of any kind, and by such removal and replacement, Mortgagor shall be deemed to have subjected such new equipment to this Mortgage; or (b) any net cash proceeds received from such disposition shall be paid over promptly to Mortgagee to be applied to the last installment due on the Indebtedness, without premium for prepayment. Mortgagor agrees to execute such further documentation as may be requested by Mortgagee to reflect any and all of the foregoing provisions of this Section. In addition, at the option of Mortgagee, Mortgagor shall provide at no cost to Mortgagee a satisfactory opinion of counsel to the effect that this Mortgage constitutes a valid and subsisting lien on such replacement Equipment and is not subject to being subordinated in priority under any applicable law, including the provisions of Article 9, Section 313 of the Uniform Commercial Code if adopted by the state in which the Property is located.

3. DEFAULT AND REMEDIES

3.1 EVENTS OF DEFAULT

Any of the following shall be deemed to be a material breach of Mortgagor's covenants herein and shall constitute a default hereunder (an "Event of Default"):

(a) Subject to Section 3.1(b) below, the failure of Mortgagor to pay when due any installment of principal or interest under the Note, and the continuance of such failure for a period of ten (10) days thereafter without a complete cure thereof (including payment of any late charge or increased interest as provided in the Note);

(b) The failure of Mortgagor to pay the outstanding principal balance under the Note and all other sums secured by this Mortgage upon the maturity of the Loan, whether pursuant to the stated terms of the Note, by acceleration or otherwise.

(c) The failure of Mortgagor to pay or deposit when due any other sum required to be paid or deposited under the terms of the Loan Documents, whether to Mortgagee or otherwise, within ten (10) days after written invoice or notice from Mortgagee to Mortgagor that such amounts have not been paid;

(d) Any failure by Mortgagor to perform any of its obligations as and when required under any one or more of the Leases and the continuance of such failure for a period of ten (10) days after notice from the lessee or Mortgagee without a complete cure thereof;

(e) The failure of Mortgagor to keep all insurance required by this Mortgage in full force and effect and the continuance of such failure for a period of ten (10) days thereafter without a complete cure thereof;

(f) The failure of Mortgagor to timely provide to Mortgagee such evidence of insurance as may be required hereunder, and the continuance of such failure for a period of ten (10) days after written notice from Mortgagee to Mortgagor that such evidence has not been provided;

(g) The occurrence of waste, removal or demolition of the Property or any part thereof;

(h) Mortgagor's assignment of the whole or any part of the Rents and Profits without the prior written consent of Mortgagee;

(i) Mortgagor (or any general partner of Mortgagor, if any) or any guarantor of the Indebtedness shall (i) have an order for relief entered in a proceeding under any bankruptcy, insolvency or debtor's relief laws of the United States or any state thereof, whether such order shall result from a voluntary or involuntary petition, (ii) seek or consent to (or have imposed upon it) the appointment of a receiver or trustee for itself or for any of the Property, (iii) file a petition or initiate a proceeding under the bankruptcy, insolvency, or debtor's relief laws of the United States or any state thereof, (iv) make a general assignment for the benefit of creditors, or (v) be unable to pay its debts as they mature;

(j) Any failure of Mortgagor to comply with the provisions of Section 4.25 (Single Asset Borrower) of this Mortgage;

(k) Any failure of Mortgagor to comply with the provisions of Section 1.19 (Limitations on Transfers) of this Mortgage;

(l) If any warranty, representation, certification, financial statement or other information made or furnished to Mortgagee at any time pursuant to the terms of the Loan Documents or otherwise, by or on behalf of Mortgagor, or by any person or entity otherwise liable under any Loan Document, shall be false or misleading in any material respect, and Mortgagor fails to take whatever remedial action is required to cause such false or misleading matter to no longer be false or misleading in any material respect within thirty (30) days after Mortgagor's receipt of notice thereof from Mortgagee.

(m) The commencement of a forfeiture action or proceeding, whether civil or criminal, which, in Mortgagee's reasonable judgment, could result in a forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Mortgagee's interest in the Property;

(n) The failure of Mortgagor to perform or observe any other term, provision, covenant, condition or agreement under this Mortgage, and (i) if such failure is capable of being cured within thirty (30) days, the failure of Mortgagor to cure such failure within thirty (30) days after Mortgagor's receipt of notice thereof from Mortgagee; or (ii) if such failure is not capable of being cured within thirty (30) days, but is capable of being cured within a longer period of time not to exceed ninety (90) days, the failure of Mortgagor (A) to commence the curing thereof within thirty (30) days after Mortgagor's receipt of notice thereof from Mortgagee, or (B) to proceed diligently with the curing thereof, or (C) to complete the curing thereof within a reasonable time (not to exceed ninety (90) days) after Mortgagor's receipt of notice thereof from Mortgagee; *provided, however*, that no such notice or grace period shall apply in the case of any such failure which could, in Mortgagee's judgment, absent immediate exercise by Mortgagee of a right or remedy

under this Mortgage, result in harm to Mortgagee, impairment of the Note or this Mortgage or any other security given under any other Loan Document;

(o) Any failure by Borrower to perform any of its obligations as and when required under any Loan Document other than this Mortgage which continues beyond the applicable cure period, if any, specified in that Loan Document;

(p) Any exercise by the holder of any debt instrument secured by a mortgage, deed of trust or deed to secure debt encumbering the Property of a right to declare all amounts due under that debt instrument immediately due and payable.

3.2 REMEDIES

Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have each and all of the following rights and remedies (in addition to any other rights or remedies under any of the other Loan Documents or by operation of law or in equity), which may be exercised individually, collectively or cumulatively:

(a) **Increase in Interest Rate/Late Charges.** In addition to all other rights and remedies provided for under the Loan Documents, but subject to the usury provisions thereof, if Mortgagor is in default of any of its obligations under any of the Loan Documents and such default is not cured within the applicable grace, notice and cure periods, if any, then retroactive to the first day of such default and for so long as the default shall remain uncured (a) as to any and all defaults in the payment of Principal Amount and/or interest due thereon, interest will accrue on the amount of the Loan Balance then due and payable, whether due to acceleration or otherwise, at the Augmented Rate; (b) as to any and all defaults in the payment of any other sums due under the Loan Documents, interest will accrue at the Augmented Rate on the amount of money necessary to fully cure such other monetary default; and (c) as to each default in the performance of the covenants and obligations of Mortgagor under the Loan Documents not involving the payment of money, a late charge of \$1,000 shall be due and payable for the month in which the default first occurred, on the day the applicable grace, notice or cure period, if any, expires or if none, then on the day of the default. An additional \$1,000 late charge shall be due without further notice on the first day of each calendar month thereafter during which the default continues, until the default is fully cured. All such Augmented Rate interest and late charges shall be assessed automatically by Mortgagee without notice to the Mortgagor, and any failure to invoice Mortgagor therefor shall not be deemed waiver thereof.

(b) **Interest on Mortgagee's Advances/Expenses.** Any sums, advances, expenses or other monies incurred by Mortgagee in connection with any right or remedy conferred upon Mortgagee under this Mortgage or under any other Loan Document, shall accrue interest thereon from the date paid or advanced by Mortgagee at the Augmented Rate.

(c) **Acceleration of Secured Indebtedness.** Mortgagee, at its option, may declare all indebtedness to be due and payable immediately, and notwithstanding the stated maturity in the Note or any other term or provision to the contrary, the principal amount of the Note and the accrued but unpaid interest thereon, including any prepayment charge payable under the terms of the Note, together with all other sums owing hereunder or under any of the other Loan Documents shall, as of the date of such declaration, become and be immediately due and payable. In the event of any acceleration of the Indebtedness, if Mortgagor, or anyone acting on Mortgagor's behalf, thereafter elects to pay Mortgagee the amount of the accelerated Indebtedness, whether or not prior to or at any sale held hereunder, such payment shall also include the full amount of any prepayment premium or charge payable under the terms of the Note.

(d) **Possession of Property.** Regardless of whether Mortgagee has elected to cause the foreclosure sale of the Property as provided herein, Mortgagee may at any time, without demand or regard to the adequacy of any security for the Indebtedness, in person, or by any agent or employee, or by a receiver appointed by court, enter upon and take possession of all or any part of the Property, and Mortgagor shall on demand surrender possession thereof to Mortgagee, and Mortgagee may in its own name or in the name of Mortgagor rent, lease, operate, maintain, repair and make alterations, additions and improvements to the same or any part thereof to such extent as Mortgagee deems advisable, and sue for or otherwise collect any or all of the Rents and Profits, including those past due and unpaid. Mortgagee may then either (i) apply, in such order and proportion and upon such items of the Indebtedness hereby secured as Mortgagee may determine, the amount of all such Rents and Profits actually so collected by Mortgagee,

less all reasonable costs or expenses paid or incurred by it in making such collection or in renewing, leasing, operating, maintaining, repairing, altering and improving the Property, less fees for collecting said rentals (which Mortgagee may pay to itself or its agents), or (ii) continue to hold such sums as additional collateral for the payment of the Indebtedness. Upon request of Mortgagee, Mortgagor shall assemble and make available to Mortgagee at the Real Property any of the Property which has been removed therefrom. No act or acts referred to in this Section 3.2(d) shall cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice, or any action to foreclose the lien of this Mortgage, and notwithstanding continuance in possession of the Property or any part thereof by Mortgagee or a receiver, and the collection, receipt and application of rents, issues, profits, revenues, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a default, including the right to exercise the power of sale contained in this Mortgage.

(e) **Appointment of Receiver.** Upon the occurrence of any Event of Default, Mortgagee shall be entitled, as a matter of absolute right and without regard to the value or condition of any security for the amount due or the solvency of any person liable therefor, to the appointment of a receiver for the Property upon ex parte application to any court of competent jurisdiction. To the extent allowed by law, Mortgagor waives any right to any hearing or notice of hearing prior to the appointment of a receiver. Such receiver and his agents shall be empowered (i) to take possession of the Property, and any businesses conducted by Mortgagor or any other person thereon and any business assets used in connection therewith to the fullest extent permitted by law and, if the receiver deems it appropriate, to operate the same; (ii) to exclude Mortgagor and Mortgagor's agents, servants, and employees from the Property; (iii) to collect the rents, issues, profits, and income therefrom, including security deposits; (iv) to complete any construction which may be in progress; (v) to do such maintenance and make such repairs and alterations as the receiver deems necessary; (vi) to use all stores of materials, supplies, and maintenance equipment on the Property and replace such items at the expense of the receivership estate, (vii) to pay all taxes and assessments against the Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, (viii) to lease or rent all or portions of the Property on terms and conditions satisfactory to the receiver and Mortgagee and to undertake such refurbishment or repair as reasonably required for such leasing and to pay leasing commissions, if applicable, and (ix) generally to do anything which Mortgagor could legally do if Mortgagor were in possession of the Property. All expenses incurred by the receiver or his agents shall constitute a part of the indebtedness evidenced by the Note. Any revenues collected by the receiver shall be applied to the payment of or the account of the following, in such order as Mortgagee may determine:

- (A) To the payment of the operating expenses of the Property, including costs of management and leasing thereof (which shall include compensation to the receiver and its agent or agents, if management is delegated to an agent or agents, and shall also include leasing commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;
- (B) To the payment of taxes, general assessments and special assessments now due or which may hereafter become due on the Property;
- (C) To the payment of the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements reasonably necessary for the continued operation of the Property, including the cost from time to time of installing or replacing refrigeration and gas or electric heating therein, and of placing the Property in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and
- (D) To the payment of any Indebtedness or any deficiency which may remain unpaid following any foreclosure sale.

Unless sooner terminated with the express consent of Mortgagee, any such receivership will continue until all amounts remaining due under the Note have been discharged in full, or until title to the Property has passed after foreclosure sale and all applicable periods

of appeal or redemption have expired, and in either case, the court has discharged the receiver.

(f) **Right to Perform Upon a Default.** Mortgagee may, but without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof: (a) make or do any payment or act which Mortgagor has failed to make or do hereunder, and to such extent as Mortgagee may deem necessary to protect the security hereof, Mortgagee is authorized to enter upon the Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior hereto; and, (d) in exercising any such powers, pay necessary expenses, fee's and costs including reasonable attorney's fees and fees of other consultants. All such sums and expenses so expended by Mortgagee shall be secured by this Mortgage and shall be immediately due and payable without demand or notice, with interest from the date of expenditure at a rate equal to the Augmented Rate stated in the Note.

(g) **Other Remedies.** In addition to any other remedies provided herein, Mortgagee shall have all other remedies allowed or provided for under or described in the Note or the other Loan Documents, or as may be permitted by law or in equity in the State in which the Property is located or pursuant to applicable federal law. Any remedies available to Mortgagee may be sought and exercised concurrently or consecutively, and in inconsistent proceedings whether legal or equitable. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently at its option.

(h) **Remedies Cumulative.** The remedies, rights, privileges and discretions of Mortgagee arising under this Mortgage shall be separate, distinct and cumulative and one of them shall not be to the exclusion of others, but rather shall be in addition to, and not in limitation of, those available in equity or under any general or local law now or hereafter in effect relating to like security instruments in the state wherein the Real Property is located. Upon the occurrence of an Event of Default and during the continuance thereof, Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor, without regard to whether or not the principal sum evidenced by the Note or any other sums secured by this Mortgage shall be due and without prejudice to the right of Mortgagee thereafter to enforce any other appropriate remedy against Mortgagor, including any action of foreclosure or any other action, for any other Event of Default existing at the time such earlier action was commenced. Mortgagee's selection of one remedy shall not preclude the selection of another or of other remedies until Mortgagee shall have recovered all sums due it, together with the appropriate interest thereon and all costs of collection, including attorneys' fees and appellate attorneys' fees.

(i) **No Waiver.** No consent or waiver expressed or implied by Mortgagee to or of any default by Mortgagor hereunder shall be deemed to be a consent or waiver to or of any further default by Mortgagor. No failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof or any other term, covenant, condition or provision of or under any of the obligations secured hereby shall be deemed a waiver of any of the terms and provisions hereof or thereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage and any of the other Loan Documents to be performed by Mortgagor. No waiver or consent shall be deemed or construed to exist by reason of any course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee and then only to the single occasion to which such writing is addressed. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any default or breach shall be construed to prejudice its rights in the event of any other or subsequent default or breach. No delay on the part of Mortgagee in exercising any such rights shall be construed to preclude Mortgagee from the exercise thereof at any time during the continuance of such default or breach. By accepting payment of any sum secured hereby after its due date, Mortgagee shall not be deemed to have waived the agreement herein contained that time is of the essence hereof, nor shall Mortgagee be deemed to have waived either its rights to require prompt payment when due of all other sums secured hereby or to consider such failure to pay a default hereunder.

3.3 RECEIPT OF MONIES AFTER EVENT OF DEFAULT

If Mortgagor tenders a payment under the Note subsequent to the occurrence of, and during the continuance of, an Event of Default, same may be received by Mortgagee and may be used for any of the following purposes, in such order and amounts as Mortgagee may determine in its sole discretion to pay down the outstanding indebtedness: (a) to be applied to any portion of the Indebtedness (including any prepayment premiums, tax escrows, and any other escrows related to the Indebtedness which are deficient) other than interest and principal; (b) to be applied against all accrued but unpaid interest or late charges; and/or (c) to principal reduction, even though Mortgagee has declared Mortgagor to be in default hereunder and even though Mortgagee has accelerated the Indebtedness. Unless otherwise required by the law of the jurisdiction in which the Property is located, any such receipt and application of funds shall in no way be deemed to cure the Event of Default, to constitute an accord and satisfaction or to constitute a waiver of any of the rights and remedies of Mortgagee. Further, Mortgagee shall not be obligated, if it has already sent out any notices of default or acceleration, to send another default and/or acceleration notice unless required by applicable law, it being understood and agreed by the parties hereto that any previous notice of default and/or acceleration shall remain in full force and effect even upon such receipt and application of funds.

3.4 LIMITATION OF MORTGAGOR REMEDIES

Notwithstanding any provision to the contrary contained in the Note or this Mortgage or in any of the other Loan Documents, neither Mortgagee nor any employee, agent, officer, director, policyholder or shareholder, trustee or beneficiary of Mortgagee shall have any personal liability with respect to the performance by Mortgagee of any obligation arising under the Note, the Mortgage, any of the other Loan Documents, or the transaction evidenced thereby. The sole recourse of Mortgagor (or any person or entity claiming by, through or under Mortgagor) shall be to Mortgagee's interest under the Note and this Mortgage. Neither Mortgagor, nor any person or entity claiming by, through or under Mortgagor, shall seek to obtain any money judgment against Mortgagee, or any employee, agent, officer, director, policyholder or shareholder, trustee or beneficiary of Mortgagee.

3.5 PROTECTION/ENFORCEMENT OF MORTGAGEE'S RIGHTS

If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action, proceeding in trial courts, bankruptcy courts, appellate courts, arbitration or mediation or not, to sustain the lien and security title of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any Indebtedness, or for any survey, inspection, study, title examination or title insurance policy relating to the Property, all such sums shall on notice and demand be paid by Mortgagor, together with the interest thereon at the Augmented Rate, and shall be a lien on the Property, prior to any right or title to, interest in, or claim upon the Property subordinate to the lien and security title of this Mortgage, and shall be deemed to be secured by this Mortgage.

3.6 PROTECTION OF THE PROPERTY

Mortgagor agrees that if at any time any of the Improvements or the Equipment now or hereafter located on or in the Real Property is unprotected or unguarded, or the Real Property is allowed to remain vacant or deserted for more than one day, Mortgagee may, at its option but without any obligation to do so, employ watchmen for the Real Property and Equipment and expend any monies deemed by it necessary to protect the Real Property, Equipment and all other personal property therein from waste, vandalism and other hazards, depredation or injury, and the amount of any monies expended for such purpose with interest at the Augmented Rate set forth in the Note shall be due and payable by Mortgagor to Mortgagee on demand and shall be added to the Indebtedness.

3.7 NON-RECOURSE WITH EXCEPTIONS

Except as provided below, the liability of Mortgagor for payment of the Indebtedness evidenced by the Note and secured by this Mortgage shall be limited to the Property and such other collateral ("Other Collateral") as may be pledged to secure the Indebtedness pursuant to the Loan Documents, or otherwise. The Property and the Other Collateral are collectively referred to in this Section 3.7 as the "Security." Mortgagee agrees not to seek or obtain any deficiency or personal judgment against Mortgagor except such judgment or decree as may be necessary to obtain Mortgagor's interest in the Security. The foregoing limitation of Mortgagor's liability shall not apply to, and

regardless of the sale or other disposition of the Security, Mortgagor shall remain personally liable for any loss, damage or expense, including reasonable attorney's fees, suffered by Mortgagee as a result of any of the following (collectively, the "Recourse Obligations"):

(a) Any failure of Mortgagor to maintain in full force and effect all insurance required to be maintained under the Loan Documents or to repair and/or reconstruct any of the Security in accordance with the terms of the Loan Documents.

(b) Any failure of Mortgagor to pay when due all taxes and assessments levied or assessed against any of the Security (including, without limitation, any failure of Mortgagor to deposit sufficient tax/assessment impounds with Mortgagee as required under the Loan Documents).

(c) The execution, modification and/or termination of any leases affecting the Security without the consent of Mortgagee, where such consent is required under the Loan Documents.

(d) Any transfers of any of the Security or ownership interests in Mortgagor or in any entity that constitutes, either directly or indirectly, Mortgagor, without the consent of Mortgagee, where such consent is required under the Loan Documents.

(e) Any actions and claims instituted against or affecting any of the Security, including mechanic's liens.

(f) Any default under any separate Certificate(s) and Indemnity(ies) Regarding Hazardous Substances given by Mortgagor and/or Guarantor(s) in favor of Mortgagee.

(g) Any waste or intentional or willful destruction of any of the Security by Mortgagor or its agents and contractors.

(h) Any fraud or intentional or willful misrepresentation, by any party (other than Mortgagee) executing the Note or any other Loan Document (even if other than Mortgagor) or any successor or permitted assign thereof.

(i) Any misapplication of any proceeds (A) paid under any insurance policies or (B) realized from awards from condemnation or the exercise of the power of eminent domain (or a taking in lieu thereof), in any case arising from any of the Security (which misapplication shall be deemed to have occurred in the event that any such proceeds are not used in the manner provided in the Loan Documents relative to casualty and/or condemnation, as applicable).

(j) Any misapplication of the gross proceeds (including without limitation rents and all other revenues) from any of the Security (which misapplication shall be deemed to have occurred in the event any of such gross proceeds are not first applied to costs of operating and maintaining the Security, including without limitation, payment of the Note).

(k) Any application of security deposits other than in accordance with applicable law and with the terms of the applicable leases under which the security deposits are held; or Mortgagor's failure to provide such security deposits to Mortgagee upon Mortgagee's acquisition of the Security after default.

(l) The removal of any personal property, fixtures and equipment from the Security by or on behalf of the Mortgagor and Mortgagor's failure to replace same with items of the same utility and the same or greater value.

(m) Any fees and commissions paid by Mortgagor to any member, partner, shareholders, agent, employee, affiliate or related party of Mortgagor.

Notwithstanding any other provision of this Section 3.7 to the contrary, the Note shall be fully recourse in the event that Mortgagor commences a voluntary bankruptcy or insolvency proceeding or a bankruptcy or insolvency proceeding is commenced against Mortgagor and is not dismissed within one hundred twenty (120) days of filing. As used herein, the phrase "Recourse Obligations" shall include Mortgagor's full recourse liability pursuant to the preceding sentence. Nothing contained herein, however, shall constitute a waiver of any right which Mortgagee may have under any provisions of the United States Bankruptcy Code to file a claim for the full amount of the indebtedness secured hereby or to require that the Security shall continue to secure all of the indebtedness owing to Mortgagee.

3.8 SALE OF PROPERTY AFTER DEFAULT

In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Property may be sold in one parcel as an entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect.

4. MISCELLANEOUS PROVISIONS

4.1 NOTICE

Any notice which any party hereto may desire or be required to give to the other party shall be in writing and shall be forwarded either by certified mail - return receipt requested, in the U.S. mails, correct postage prepaid or by a nationally recognized overnight courier service. If the transmittal is made by certified mail, notice shall be deemed given three (3) business days after such notice was deposited with the U.S. Postal Service. If the transmittal is made by nationally recognized overnight courier service, notice shall be deemed made the next following business day after such notice was properly deposited with the nationally recognized overnight courier service. The designated place of notice set forth below may be changed from time to time by the parties hereto by written notice of such change. Notices required hereunder shall be addressed as follows:

TO MORTGAGEE: MONY Life Insurance Company
1740 Broadway, Mail Drop 6-33
New York, NY 10019
Attn.: Mortgage Loan Servicing

WITH A COPY TO: MONY Life Insurance Company
1740 Broadway
MD 7-30
New York, NY 10019
Attn: Legal Department

TO MORTGAGOR: JERO Fort Pierce, L.L.C.
6300 N.E. 1st Avenue, Suite 300
Fort Lauderdale, FL 33334

WITH A COPY TO: Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North River Drive East
Fort Lauderdale, FL 33301
Attn: Thomas Angelo, Esq.

Any notice given in the manner provided herein shall be deemed delivered upon receipt (or attempted delivery if delivery is refused). Any party may change its address for notices hereunder by written notice to the other parties given in accordance with this Section 4.1.

4.2 CHANGES TO LOAN DOCUMENTS

(a) Mortgagee may (but shall not be obligated to) agree with Mortgagor, from time to time, and without giving notice to, or obtaining the consent of, or having any effect upon the obligations of, any guarantor or other third party obligor or any holder of any junior lien against the Property, to take any of the following actions: extend the time for payment of all or any part of the Indebtedness; reduce the payments due under this Instrument, the Note, or any other Loan Document; release anyone liable for the payment of any amounts under this Mortgage, the Note, or any other Loan Document; accept a renewal of the Note; modify the terms and time of payment of the Indebtedness; join in any extension or subordination agreement; release all or any portion of the Property; take or release other or additional security; modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable under the Note; and otherwise modify this Mortgage, the Note, or any other Loan Document.

(b) Any forbearance by Mortgagee in exercising any right or remedy under the Note, this Mortgage, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Mortgagee of payment of all or any part of the Indebtedness after the due date of such payment, or in an amount which is less than the required payment, shall not

be a waiver of Mortgagee's right to require prompt payment when due of all other payments on account of the Indebtedness or to exercise any remedies for any failure to make prompt payment. To the maximum extent permitted by applicable law, enforcement by Mortgagee of its lien against any security for the Indebtedness shall not constitute an election by Mortgagee of remedies so as to preclude the exercise of any other right available to Mortgagee. Mortgagee's receipt of any Condemnation awards or insurance proceeds shall not operate to cure or waive any Event of Default.

(c) Mortgagor agrees that no sale of the Property, no forbearance on the part of Mortgagee and no extensions, whether oral or in writing, of the time for the payment of the whole or any part of the Indebtedness, or any other indulgence given by Mortgagee, shall operate to relieve or, in any manner, affect the original liability of Mortgagor or the priority of this Mortgage or to limit, prejudice or impair any right of Mortgagee, notice of any such extension, indulgence and forbearance being likewise waived by Mortgagor and all those claiming by, through and under Mortgagor.

4.3 TERMINOLOGY

Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgage" shall mean this Mortgage (including the Addendum and all Exhibits attached hereto) and any supplements or amendments hereto, the word "Mortgagor" shall mean Mortgagor and/or any subsequent owner or owners of the Real Property, the word "Mortgagee" shall mean Mortgagee or any subsequent holder or holders of this Mortgage, the word "Note" shall mean the Note secured by this Mortgage and any amendments or extensions thereof, the word "person" shall mean an individual, corporation, partnership or unincorporated association, pronouns of any gender shall include the other genders, and either the singular or plural shall include the other; the word "includes" shall mean "includes without limitation," and the word "including" shall mean "including without limitation."

4.4 TIME OF THE ESSENCE

Mortgagor agrees that where, by the terms of this Mortgage or the Note or any other Loan Document, a date or day is named or a time is fixed for the payment of any sum of money or the performance of any obligation, the time stated entered into the consideration and is of the essence of this Mortgage.

4.5 JOINT AND SEVERAL LIABILITY; SPOUSE'S SEPARATE PROPERTY

If Mortgagor consists of more than one party, all such parties shall be jointly and severally liable under any and all obligations, covenants and agreements of Mortgagor contained herein. Each Mortgagor who is a married person expressly agrees that recourse may be had against his or her separate property.

4.6 NON-MERGER

Notwithstanding that fee simple title to the Property or any portion thereof may be held, now or hereafter, directly or indirectly by or for any person or entity who shall be or become, directly or indirectly, Mortgagee or shall otherwise have rights to enforce the lien and security title of this Mortgage, the interest of the holder of said fee title and the interest of the holder of said lien shall at all times be separate, distinct and apart, and shall in no event be merged; and no such merger of estates shall occur by operation of law or otherwise unless and until all persons at the time having an interest in the Property and in this Mortgage shall join in the execution of a written instrument effecting such merger of estates.

4.7 APPLICABLE LAWS; WAIVER OF JURY TRIAL

This Mortgage and the other Loan Documents shall be governed by, and construed in accordance with, and enforced under, the laws of the State in which the Real Property is located (without regard to the choice of law rules thereof). Venue for any action brought in connection with this Mortgage and any of the other Loan Documents shall be in the County in which the Real Property is located. Mortgagor hereby waives to the extent allowed by law, any right to trial by jury with respect to any action or proceeding (a) brought by the Mortgagor, the Mortgagee or any other party or entity relating to (i) the Loan and/or any understandings or prior dealings between the parties

hereto or (ii) the Loan Documents, or (b) to which the Mortgagee is a party. Each of Mortgagor and Mortgagee hereby (i) irrevocably waives any right it may have to a trial by jury in respect of any litigation directly or indirectly at any time arising out of, under or in connection with this Mortgage, the Loan Documents, or any transaction contemplated hereby or thereby; (ii) certifies that neither any representative, agent nor counsel for Mortgagee has represented, expressly or otherwise, or implied that Mortgagee would not, in the event of litigation, seek to enforce the foregoing waivers, and (iii) acknowledges that it has been induced to enter into this Agreement, the other Loan Documents and the transactions contemplated hereby and thereby by, among other things, the mutual waivers and certifications contained in this Section.

INITIALS:

4.8 RELATIONSHIP OF PARTIES

Mortgagor acknowledges and agrees that Mortgagee is not, has never been, and shall not be deemed to be a partner or a joint venturer of Mortgagor with respect to the loan that is secured hereby, any of the Property or otherwise and that the relationship of Mortgagee to Mortgagor is, has always been, and shall continue to strictly be that of a lender to a borrower. Mortgagor hereby waives and relinquishes all claims, demands, counterclaims and/or defenses alleging the existence of any partnership, joint venture or other fiduciary relationship between Mortgagee and Mortgagor and Mortgagor shall hold Mortgagee, its successors and assigns, harmless against any and all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other fees, costs and expenses that Mortgagee may sustain as a result of any such allegation by any person or entity whatsoever.

4.9 RULES OF DOCUMENT CONSTRUCTION

Neither this Mortgage nor any other Loan Document shall be construed more strictly against one party than against the other party merely because it has been prepared by counsel for one of the parties, it being recognized and agreed that all parties are thoroughly familiar with the terms and provisions of this Mortgage and of all the other Loan Documents and, together with the respective legal counsel, have actively participated in the preparation of this Mortgage and the other Loan Documents.

4.10 ENFORCEABILITY

Mortgagor and Mortgagee intend that all of the provisions hereof shall be valid and enforceable as specifically set forth. As to any portion that is actually determined by a competent court having jurisdiction to be invalid, it is the intention of Mortgagor and Mortgagee that the remainder of the document (or if applicable), clause, paragraph, or article shall be enforced as written and the declaration of invalidity shall apply only to the clause, paragraph or article in question.

4.11 COVENANTS RUNNING WITH THE PROPERTY; SUCCESSORS AND ASSIGNS; ASSIGNABILITY

All of the grants, obligations, covenants, agreements, terms and provisions of this Mortgage shall run with the Property and shall bind and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto. Mortgagee may endorse, convey, transfer and assign, in whole or in part, any and all of its right, title and interest in the Indebtedness and the Loan Documents, without restriction.

4.12 USURY SAVINGS CLAUSE

All agreements between Mortgagor and Mortgagee are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the unpaid principal balance hereof, or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under the laws of the State wherein the Real Property is located. If, from any circumstances whatsoever, fulfillment of any provision of the Note or of this Mortgage or any other Loan Document, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance, Mortgagee

shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. This provision shall control every other provision of all agreements between Mortgagor and Mortgagee. In addition to the foregoing, Mortgagee may, to the maximum extent permitted under applicable law: (a) characterize any nonprincipal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof; (c) "spread" the total amount of interest throughout the entire term of the Note so that the interest rate payable on the Note is uniform throughout the entire terms of the Note; or (d) refund any amount which may be deemed to be interest in excess of the maximum rate permitted by applicable law. All references in the Note and in any other Loan Document to the highest lawful rate permissible under the laws of the State in which the Real Property is located shall be construed to include the highest lawful rate to which parties may agree by written agreement.

4.13 REPORT OF REAL ESTATE TRANSACTION

Mortgagor has made or provided for making, or will make or provide for making, on a timely basis, any reports or returns required under Section 6045(e) of the Internal Revenue Code of 1986 (and any similar reports or returns required by state or local law) relating to the fact that the primary reporting responsibility may fall on the Mortgagee, counsel for the Mortgagee, or other party. Mortgagor's obligations under this Section 4.13 will be deemed to be satisfied if proper and timely reports and returns required under this Section 4.13 are filed by a title company or real estate broker involved in the real estate transaction relating to the Property, but nothing contained herein shall be construed to require such returns or reports to be filed by Mortgagee or counsel for Mortgagee.

4.14 ATTORNEYS' FEES; PAYMENT OF MORTGAGEE'S COSTS; INDEMNIFICATION OF MORTGAGEE

(a) If Mortgagor fails to perform any of its obligations under this Mortgage or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Mortgage, then Mortgagor shall pay any and all costs and expenses incurred by Mortgagee on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements whether initial courts, appellate courts, bankruptcy courts, arbitration or mediation. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Mortgage shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Mortgage and to survive and not be merged into any such judgment.

(b) Without limiting the terms of Section 4.14(a) above, Mortgagor agrees to pay all costs, including, without limitation, attorneys' fees and expenses, incurred by the Mortgagee in defending or enforcing the terms hereof and/or the terms of any of the Loan Documents, whether or not suit is filed. Mortgagor hereby agrees to indemnify and hold the Mortgagee harmless from any and all liability, loss, damage or expense (including, without limitation, attorneys' fees) that it may or might incur hereunder, or in connection with the making of any of the loans or financial arrangements secured hereby, the enforcement of any of the Mortgagee's rights or remedies hereunder, any action taken by the Mortgagee hereunder, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against the Mortgagee arising out of the Property.

(c) Mortgagor will pay for and indemnify and save harmless Mortgagee (and any participant or agent of Mortgagee) from and against any and all expenses relating to or arising out of the enforcement of any rights or obligations, the review of any consent requests and/or otherwise relating to the administration of the Indebtedness or any of the Loan Documents. Further, if at any time Mortgagee (or its loan servicing agent) take any action or perform any act requested by Mortgagor to accommodate Mortgagor with regard to the Property or the Loan Documents, and the accomplishment thereof requires the services of any professional, such as an engineer, architect or attorney, for which any fees or costs will be incurred by Mortgagee (or its loan servicing agent), and Mortgagee (or its loan servicing agent) takes such action or performs such act, then Mortgagor will pay all such fees and costs for such professionals within thirty (30) days of receipt of a statement therefor. Such expenses may include without limitation, claims for brokerage commissions and expenses; leasing commissions; survey costs; title insurance costs; credit report costs; appraisal costs; environmental audit costs; attorneys' fees and expenses; escrow fees; documentary transfer taxes; recording taxes; deed taxes; and all recording costs. If Mortgagor requests that Mortgagee take any action or perform any act to

accommodate Mortgagor with regard to the loan secured hereby, any of the Property and/or any of the Loan Documents, and the accomplishment thereof requires the services of any of Mortgagee's employees, and Mortgagee determines (in its sole discretion) to have its employees provide such services, then Mortgagor will also pay to Mortgagee a processing fee, in an amount acceptable to Mortgagee, prior to the commencement of any such work by Mortgagee's employees, in consideration of such services being provided. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY MORTGAGOR THAT THE INDEMNIFICATION AGREEMENT CONTAINED IN THIS PARAGRAPH PROTECTS MORTGAGEE FROM THE CONSEQUENCES OF MORTGAGEE'S ACTS OR OMISSIONS, INCLUDING THE NEGLIGENT ACTS OR OMISSIONS OF MORTGAGEE.

4.15 COMMERCIAL LOAN

Mortgagor acknowledges and confirms that neither the Property nor the proceeds of the Note are or will be used principally or primarily for agricultural, farming, residential, household or consumer purposes.

4.16 COUNTERPARTS

This Mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute but one instrument.

4.17 SOLE AGREEMENT

THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THIS MORTGAGE AND OTHER LOAN DOCUMENTS CANNOT BE CHANGED EXCEPT BY AN AGREEMENT IN WRITING, SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF THE CHANGE IS SOUGHT.

4.18 RIGHT TO PUBLICIZE

Mortgagee reserves the right to publicize the making of the loan secured hereby in such manner as Mortgagee deems appropriate, including such things as the name of Mortgagor, the loan amount, the type and location of the Real Property and any portion thereof and such other information as Mortgagee deems noteworthy.

4.19 WAIVER OF STATUTE OF LIMITATIONS

To the maximum extent permitted by applicable law, Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce any Loan Document.

4.20 WAIVER OF MARSHALLING

Notwithstanding the existence of any other security interests in the Property held by Mortgagee or by any other person or entity, Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided in this Mortgage, the Note, any other Loan Document or applicable law. Mortgagee shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Mortgagor and any person or entity who now or in the future acquires a security interest in the Property and who has actual or constructive notice of this Mortgage waives any and all right to require the marshalling of assets or to require that any of the Property be sold in the inverse order of alienation or that any of the Property be sold in parcels or as an entirety in connection with the exercise of any of the remedies permitted by applicable law or provided in this Instrument.

4.21 OTHER WAIVERS

To the extent permitted by law, Mortgagor waives (i) the benefit of all present or future laws providing for any appraisal before sale of any portion of the Property, (ii) all rights of redemption, valuation, appraisal, stay of execution, and notice of election to mature or declare due the whole of the Indebtedness in the event of foreclosure of the lien created by this Instrument, and (iii) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Florida pertaining to the rights and remedies of sureties.

4.22 FURTHER ASSURANCES

Mortgagor shall execute, acknowledge, and deliver, at its sole cost and expense, all further acts, deeds, conveyances, assignments, estoppel certificates, financing statements, transfers and assurances as Lender may require from time to time in order to better assure, grant, and convey to Mortgagee the rights intended to be granted, now or in the future, to Mortgagee under this Mortgage and the Loan Documents.

4.23 ESTOPPEL CERTIFICATE

Within 10 days after a request from Mortgagee, Mortgagor shall deliver to Mortgagee a written statement, signed and acknowledged by Mortgagor, certifying to Mortgagee or any person designated by Mortgagee, as of the date of such statement, (i) that the Loan Documents are unmodified and in full force and effect (or, if there have been modifications, that the Loan Documents are in full force and effect as modified and setting forth such modifications); (ii) the unpaid principal balance of the Note; (iii) the date to which interest under the Note has been paid; (iv) that Mortgagor is not in default in paying the Indebtedness or in performing or observing any of the covenants or agreements contained in this Instrument or any of the other Loan Documents (or, if Mortgagor is in default, describing such default in reasonable detail); (v) whether or not there are then existing any setoffs or defenses known to Mortgagor against the enforcement of any right or remedy of Lender under the Loan Documents; and (vi) any additional facts requested by Mortgagee.

4.24 SALE OF NOTE; CHANGE IN SERVICER

The Note or a partial interest in the Note (together with this Mortgage and the other Loan Documents) may be sold one or more times without prior notice to Mortgagor. A sale may result in a change of the loan servicer. There also may be one or more changes of the loan servicer unrelated to a sale of the Note. If there is a change of the loan servicer, Mortgagor will be given notice of the change.

4.25 SINGLE ASSET BORROWER

Until the Indebtedness is paid in full, Mortgagor (a) shall not acquire any real or personal property other than the Property and personal property related to the operation and maintenance of the Property; (b) shall not operate any business other than the management and operation of the Property; and (c) shall not maintain its assets in a way difficult to segregate and identify.

4.26 LOAN SERVICING

All actions regarding the servicing of the loan evidenced by the Note, including the collection of payments, the giving and receipt of notice, inspections of the Property, inspections of books and records, and the granting of consents and approvals, may be taken by Mortgagee's loan servicer unless Mortgagor receives notice to the contrary. If Mortgagor receives conflicting notices regarding the identity of the loan servicer or any other subject, any such notice from Mortgagee shall govern.

4.27 SUBROGATION

If, and to the extent that, the proceeds of the loan evidenced by the Note are used to pay, satisfy or discharge any obligation of Mortgagor for the payment of money that is secured by a pre-existing mortgage, Mortgage or other lien encumbering the Property (a "Prior Lien"), such loan proceeds shall be deemed to have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall automatically, and without further action on its part, be subrogated to the rights, including lien priority, of the owner or holder of the obligation secured by the Prior Lien, whether or not the Prior Lien is released.

4.28 ADDENDUM

The Addendum and each of the Exhibits that are attached hereto are hereby incorporated herein in their entirety. In the event of any conflict between the terms of the Addendum and any other term of this Mortgage, the terms of the Addendum shall control.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

Signed, sealed and delivered in the presence of:

JERO FORT PIERCE, L.L.C., a Florida limited liability company

[Signature]
First Witness

By: [Signature]
Jeffrey S. Roschman,
as Managing Member

PREDAN A. BARRY
Printed Name of First Witness

[Signature]
Second Witness

PATRICK L. DORSEY
Printed Name of Second Witness

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12th day of May, 2000, by Jeffrey S. Roschman, as a Managing Member of JERO FORT PIERCE, L.L.C., a Florida limited liability company, on behalf of that limited liability company. He [check one]:

are personally known to me; or

have produced _____ as identification.

My Commission expires/SEAL:

[Signature]
NOTARY PUBLIC



PATRICK L. DORSEY
My Commission CC526888
Expires May, 22, 2000

Printed Name of Notary:
PATRICK L. DORSEY

2162461

ADDENDUM TO
MORTGAGE, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

This Addendum, consisting of two (2) pages is attached to and incorporated into the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing ("Mortgage") executed as of May 12, 2000, by JERO Fort Pierce, L.L.C., a Florida limited liability company ("Mortgagor") and MONY Life Insurance Company, a New York corporation ("Mortgagee"). In the event of any conflict or inconsistency between the terms, covenants, conditions and provisions of the Mortgage and the terms, covenants, conditions and provisions of this Addendum, the terms, covenants, conditions and provisions of this Addendum shall control.

1. NOTE TERMS

The Note as defined in the Mortgage is in the principal amount of Two Million Four Hundred Fifty Thousand and No/100 Dollars (\$2,450,000.00 U.S.). The Note, which may subsequently be amended without affecting the priority of the lien created by this Mortgage as provided in the Mortgage, contains the following provisions relating to the following matters, among others:

- (a) Payment of interest on the principal balance outstanding from time to time;
- (b) Payment of the entire outstanding principal together with all accrued interest and other sums due on June, 2020;
- (c) Payment of the outstanding balance of the Note upon (i) transfer of title or ownership of all, or a portion of, the Property or other Collateral not approved by Mortgagee, (ii) refinancing or subordinate financing not approved by Mortgagee, (iii) default, and/or (iv) maturity, whether by acceleration or otherwise;
- (d) Late charges;
- (e) The relationship between the parties being intended and declared to be restricted to that of creditor and debtor;
- (f) Limitations on liability and recourse; and
- (g) Payment of a premium on prepayment of the outstanding balance of the Note prior to maturity.

2. ADDITIONAL REMEDIES UPON DEFAULT

In addition to the remedies set forth in the Mortgage and as otherwise provided for in law and in equity, Mortgagee shall have all of the rights and remedies of mortgagees pursuant to Section 697.07 of the Florida Statutes (hereinafter "Section 697.07"), as may be amended from time to time. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, the appointment of a receiver as provided in the Mortgage, nor shall any provision contained herein diminish, alter, impair or affect any rights or powers of the receiver in law or equity or as set forth in the Mortgage. This assignment of leases contained in the Mortgage shall be fully operative without regard to value of the Property or without regard to the adequacy of the Property to serve as security for the obligations owed by Mortgagor to Mortgagee, and shall be in addition to any rights arising under Section 697.07. Further, except for the notices expressly required under the Mortgage, if any, Mortgagor waives any notice of default or demand for turnover of rents by Mortgagee, together with any rights under Section 697.07 to apply to a court to deposit the Rents and Profits into the registry of the court or such other depository as the court may designate.

3. MODIFICATION OF CERTAIN LOAN DOCUMENT PROVISIONS

- (a) Mortgagee agrees to suspend the enforcement of the provisions of Section 1.3 of the Mortgage requiring the deposit of monies for real estate taxes and assessments so long as the following conditions remain satisfied:
 - (i) there is no change in the ownership or management of the Property of control of the Mortgagor except as otherwise approved by Mortgagee or permitted hereunder;

(ii) there are no defaults in the payments of the monthly installments of principal and interest, or in the performance, when due, of any of the other conditions, terms, covenants and agreements contained in the Mortgage or any of the other Loan Documents;

(iii) all taxes, assessments and other impositions or charges by any public or quasi-public authority are paid prior to their respective due dates, and proof of such payment is presented to Mortgagee before the date when the item in question would have become due; and

(iv) Mortgagor provides or causes to be provided to Mortgagee evidence that all of the real estate taxes have been paid at least fifteen (15) days prior to the date that such taxes become delinquent.

(b) Provided that no Event of Default has occurred under the Mortgage and is continuing, the Mortgagor shall not be required to provide to Mortgagee the quarterly income and expense statements required under Section 1.6(b) of the Mortgage or the quarterly updates of the annual operating budget required under the last sentence of Section 1.6(d) of the Mortgage.

(c) The Property need not be managed by a professional property manager as required under the second sentence of Section 1.7 of the Mortgage.

(d) The rent rolls required under Section 1.8(f) of the Mortgage shall be provided annually within 90 days after the close of each fiscal year of Mortgagor at the time of the delivery of the annual income and expense statement required under Section 1.6(c) of the Mortgage instead of quarterly.

(e) Notwithstanding the provisions of Section 1.19 of the Mortgage, Mortgagee will consent to the following transfers of ownership without the payment of any fee or the change in the terms of the loan: (i) the transfer of any membership interest in the Mortgagor upon the death of the member, but only by will or intestacy; and (ii) the voluntary sale, transfer or assignment of membership interests in the Mortgagor provided that Jeffrey Roachman and Robert Roachman remain as the only managing members of the Mortgagor and provided further that no default shall have occurred under the Mortgage or any of the other Loan Documents.

OR BOOK 1300 PAGE 1490

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1807873 OR BOOK 1300 PAGE 1446
Recorded:05/17/00 13:56

This Instrument Was Prepared By:
Thomas P. Angelo, Esq.
Rodriguez & Angelo, P.A.
Riverwalk Plaza - Suite 4000
333 North New River Drive East
Fort Lauderdale, Florida 33301

Record and Return To:
Thomas P. Angelo, Esq.
Rodriguez & Angelo, P.A.
Riverwalk Plaza - Suite 4000
333 North New River Drive East
Fort Lauderdale, Florida 33301

COVER PAGE TO: ASSIGNMENT OF LEASE
DATE: MAY 12, 2000
RE: JERO FORT PIERCE, L.L.C.
NOTE: EXHIBIT "B" IS NOT ATTACHED.

OR BOOK 1300 PAGE 1447

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into this 12th day of ^{May} ~~April~~, 2000, by and between TRIPLE R ASSOCIATES, LTD., a Florida limited partnership (the "Assignor") and JERO FORT PIERCE, L.L.C., a Florida limited liability company (the "Assignee").

RECITALS

WHEREAS, on the date hereof Assignor has sold and conveyed to Assignee that certain real property located in St. Lucie County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof and all related personal property (the "Property"); and

WHEREAS, Assignor desires to assign and convey to Assignee all of Assignor's right, title and interest under the Lease (as defined below) and all Personal Property (as defined below) to Assignee.

AGREEMENT

NOW, THEREFORE, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment and Acceptance.** Assignor hereby sells, assigns, conveys, grants and sets over unto Assignee all of Assignor's right, title and interest in and to that certain lease, dated February 15, 1999, (the "Lease") executed between Assignor, as Landlord, and WALGREEN CO., an Illinois corporation, as Tenant ("Walgreens"), attached hereto as Exhibit "B", together with all warranties, licenses and permits affecting the Property, and the as-built plans and specifications used in the operation of the Property, to the extent the foregoing are assignable by Assignor (collectively, the "Personal Property").
2. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
3. **Applicable Law.** This Assignment shall be governed by and construed under the laws of the State of Florida.

[EXECUTION COMMENCES ON FOLLOWING PAGE]

OR BOOK 1300 PAGE 1448

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed as of the day and year first above written.

ASSIGNOR:

TRIPLE R ASSOCIATES, LTD., a Florida limited partnership, acting by and through its sole general partner, to wit:

[Signature]
Print Name: THOMAS W. BRYAN

By: JJR Investment Corp., a Florida corporation

[Signature]
Print Name: PATRICK L. DORSEY

By: *[Signature]*
Jeffrey S. Roschman, President

STATE OF FLORIDA)
)SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12th day of May, 2000, by Jeffrey S. Roschman, as President of JJR INVESTMENT CORP., a Florida corporation, as sole general partner of TRIPLE R ASSOCIATES, LTD., a Florida limited partnership, on behalf of said corporation and as an act of the partnership. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

 PATRICK L. DORSEY
My Commission CC555553
Expires May 22, 2000

[Signature]
Notary Public, State of Florida
Print Name: _____
Commission No. _____

OR BOOK 1300 PAGE 1450

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.



5-17-2000
1300/1506

UNIFORM COMMERCIAL CODE

STATE OF FLORIDA
FINANCING STATEMENT

FORM UCC-1 (REV 1993.)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (Last name first if an individual) JERO FORT PIERCE, L.L.C.		1a. Date of Birth or FEI# 65-0996576	
1b. Mailing Address 6300 N.E. 1st Avenue	1c. City, State Fort Lauderdale, FL		1d. Zip Code 33334
2. Additional Debtor or Trade Name (Last name first if an individual)		2a. Date of Birth or FEI#	
2b. Mailing Address	2c. City, State		2d. Zip Code
3. Secured Party (Last name first if an individual) MONY LIFE INSURANCE COMPANY			
3a. Mailing Address 1740 Broadway	3b. City, State New York, NY		3c. Zip Code 10019
4. Assignee of Secured Party (Last Name First if an individual)			
4a. Mailing Address	4b. City, State		4d. Zip Code
5. This Financing Statement covers the following types or items of property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s).) See Exhibit "A" attached hereto and made a part hereof.			
6. Check only if applicable:	<input checked="" type="checkbox"/> Products of collateral are also covered.	<input checked="" type="checkbox"/> Proceeds of collateral are also covered.	<input type="checkbox"/> Debtor is transmitting utility.
7. Check appropriate box: (One box must be marked)	<input checked="" type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. <input type="checkbox"/> Florida Documentary Stamp Tax is not required.		
8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral: <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. Date filed _____ and previous UCC -1 file number _____ <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor.		8. Number of Additional sheets presented: <u>4</u> This Space for Use of Filing Officer	
10. Signature(s) of Debtor(s) JERO FORT PIERCE, L.L.C. By:  Jeffrey S. Roachman, as Managing Member By:  Robert S. Roachman, as Managing Member			
11. Signature(s) of Secured Party or if Assigned, by Assignee(s) MONY LIFE INSURANCE COMPANY By: <u>Not required by law</u> Name: Title:			
12. Return copy to: Party Name: Sherry A. Stanley <i>Rodriguez & Angelo P.A.</i> Address: Coll Davidson Smith Salter & Barrett, P.A. Address: 201 S. Biscayne Blvd. Address: Suite 3200 City, State, Zip: Miami, Florida 33131			

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1807876 OR BOOK 1300 PAGE 1506
Recorded: 05/17/00 13:56

200100

STANDARD FORM - FORM UCC-1

EXHIBIT A

Description of Personal Property

(a) *Equipment.* All Equipment (as hereinafter defined) now or hereafter owned or leased by Debtor and now or at any time hereafter affixed to, attached to, placed upon or utilized in any way in connection with the use, enjoyment, occupancy or operation of the Real Property or any portion thereof, together with all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from the permitted sale of any of the Equipment; it being understood and agreed that all Equipment is part and parcel of the Real Property and appropriated to the use of the Real Property and, whether affixed or annexed or not, shall, for the purposes hereof, be deemed conclusively to be real estate. As used herein, "Equipment" shall mean collectively, all tangible personal property of every kind and nature whatsoever in any way related to the Real Property, including without limitation, the following:

(i) all systems, machinery, apparatus, attachments, building materials, conduits, fittings, fixtures (trade, domestic and ornamental) and furnishings, whether actually or constructively attached to any portion of the Real Property, including without limitation:

(A) such of the foregoing as may be used (1) in connection with the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration; or (2) for ventilation or sanitary purposes; or (3) for the exclusion of vermin or insects; or (4) for the removal of dust, refuse or garbage; or (5) for any of the following purposes: laundry, lifting, cleaning, fire prevention, fire extinguishing, sewage processing, communications and incineration;

(B) all pipes, pumps, tanks, motors, switchboards, lifting stations, plumbing and plumbing fixtures; boilers, furnaces, oil burners and units thereof; elevators, escalators; mechanical equipment; gas and electric fixtures; mantels; built-in mirrors; ducts; and compressors;

(C) all wall-beds, wall-safes, built-in furniture and installations, shelving, lockers, partitions, door-stops, vaults, dumb-waiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, draperies, awnings, storm doors and windows, screens, linoleum, carpets, plumbing, laundry tubs and trays, ice-boxes, refrigerators, stoves, ovens, dishwashers, water heaters and other appliances; carpeting, underpadding, and all other floor coverings; vehicles; vacuum cleaning systems; furniture of public spaces, halls and lobbies; attached cabinets, partitions, and all building equipment and materials now or hereafter delivered to the Real Property and intended to be installed or placed in or about the Improvements; and

(ii) All right, title and interest of Debtor, to the full extent thereof, in and to any Equipment which may be subject to any title retention or security agreement or instrument

OR BOOK 1300 PAGE 1508

prior in lien to the lien and security title of the Mortgage (as hereinafter defined) and this Financing Statement (Debtor representing, however, that no such agreement or instrument exists with respect to any of the present Equipment);

(b) **Books and Records.** All of Debtor's right, title and interest in and to all documents, books and records relating to any of the Property, including without limitation, computer readable memory and any computer software or hardware reasonably necessary to access and process such memory;

(c) **Intangible Property.** All of Debtor's right, title and interest in and to all intangible property and rights relating to any of the Property or to the use, operation or development thereof or used in connection therewith, including without limitation franchise or license agreements, governmental permits, development agreements with private or governmental entities, all names, tradenames, trademarks, servicemarks, logos under or by which any of the Property may at any time be in operation or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Property, and all of Debtor's rights under any and all contracts, permits, licenses, approvals, plans or intangibles (collectively, "Contracts") now or hereafter dealing with, affecting or concerning any of the Property, including without limitation, all Contracts for or related to the construction of improvements upon the Real Property, including performance and/or materialmen's bonds and any other related choses-in-action;

(d) **Inventory and Accounts.** All of Debtor's right, title and interest in and to all inventory, accounts, chattels, chattel paper, farm products, and consumer goods acquired in consideration of any of the other Property or the cash proceeds therefrom, all of which are hereby declared and shall be deemed a part of the Property as between the parties hereto and all persons claiming by, through or under them, and all of which shall be deemed to be a portion of the security for the Indebtedness (as hereinafter defined) and all other obligations secured by the Mortgage or this Financing Statement;

(e) **Deposits.** All of Debtor's right, title and interest in and to any and all deposits and payments now or hereafter made by Debtor or on behalf of Debtor;

(f) **Leases, Rents and Profits.** All of Debtor's right, title and interest as lessor in and to all leases, occupancy or rental agreements, written or oral, now or hereafter affecting the Real Property or any part thereof (collectively, the "Leases"); all of Debtor's rights to enter into any lease, occupancy agreement or rental agreement, written or oral, subordinate in any respect to any mortgage, deed of trust or security deed, other than the Mortgage; all rents, royalties, issues, revenues, income, profits, accounts receivables and other benefits of and from the Property, generated by the operation of the Property, arising from the use or enjoyment of all or any portion thereof or from any Lease or agreement pertaining thereto (collectively, the "Rents and Profits"), including without limitation, any cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the

EXHIBIT "A" - Page 2

OR BOOK 1300 PAGE 1509

installments of rents coming due immediately prior to the expiration of said terms; and any and all security interests now or hereafter held by Debtor, as lessor under any Leases, covering any furniture, furnishings, fixtures, equipment or other property of the lessee thereunder;

(g) **Condemnation, Insurance and Other Proceeds.** All of Debtor's right, title and interest in and to (i) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any of the Real Property or payment for alteration of the grade of any street upon which the Real Property abuts, or any other injury to, taking of, or decrease in the value of, the Real Property; (ii) all proceeds or sums payable as compensation for casualty loss or damage to any of the Property; (iii) all present and future casualty or liability insurance related to the Property, (including, without limitation, any unearned premiums paid thereon); (iv) all rights to the payment of moneys, accounts receivable, reserves, accounts, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), and all cash on deposit in deposit accounts, which arose from or relate to the Property; and (v) all other proceeds (including claims or demands thereto) from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(h) **Causes of Action.** All causes of action and the proceeds thereof of all types for any damage or injury to the Property or any part thereof, including without limitation causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact; and

(i) **Proceeds.** All proceeds from sale or disposition of any of the aforesaid collateral.

As used in this *Exhibit A*, the term "Mortgage" means that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, dated May 12, 2000, from Debtor to Secured Party, evidencing and governing indebtedness in the original principal amount of Two Million Four Hundred Fifty Thousand and No/100 Dollars (\$2,450,000.00 U.S.) and the "Property", "Real Property", "Improvements" and any other capitalized term used herein without definition shall have the meaning ascribed to such term in the Mortgage relating to the real property described on Exhibit A-1.

216191

DR BOOK 1300 PAGE 1510

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

RETURN RECORDED DOCUMENTS TO:

Thomas P. Angelo, Esq.
Rodriguez & Angelo, P.A.
Riverwalk Plaza, Suite 4000
333 North New River Drive East
Fort Lauderdale, FL 33301

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISBURBANCE AND ATTORNMENT AGREEMENT made in multiple copies as of the 27th day of April, 2000, by and between **MONY LIFE INSURANCE COMPANY**, a New York corporation ("Mortgagee"), **JERO Fort Pierce, L.L.C.**, a Florida limited liability company ("Landlord") and **WALGREEN CO.**, an Illinois corporation ("Tenant");

WITNESSETH:

WHEREAS, Mortgagee has agreed to make a loan to Landlord in the principal amount of \$2,450,000.00 (the "Loan"), as provided in that certain Mortgage Loan Application/Commitment entered into by Landlord on MARCH 20, 2000, and by Mortgagee on March 20, 2000. The Loan is or is to be evidenced by a promissory note (the "Note") which is or is to be secured by a first priority Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing encumbering the Property (the "Mortgage"). The Mortgage will be recorded at a later date in the Official Records of St. Lucie County, Florida;

WHEREAS, by Lease dated February 15, 1999, ("Lease"), evidenced a by Memorandum of Lease of even date, recorded in Official Records Book 1210, at Page 1789, in the Official Records of St. Lucie County, State of Florida, Landlord, as landlord, leased to Tenant, as tenant, the property described on Exhibit "A" ("Leased Premises");

WHEREAS, Mortgagee and Tenant desire to confirm their understanding with respect to said Lease and said Mortgage;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of such consideration hereby acknowledged, the parties hereto agree as follows:

1. Subject to the covenants, terms and conditions of this Agreement, the lien of said Lease is hereby subordinated to the lien of said Mortgage. If there shall

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JOAQUIN HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1807877 OR BOOK 1300 PAGE1511
Recorded: 05/17/00 13:56
15/1

OR BOOK 1300 PAGE 1512

be a conflict between the terms of said Lease and the terms of said Mortgage, the terms of said Lease shall prevail.

2. In the event Mortgagee or any other party acquires title or right of possession of the Leased Premises under said mortgage through foreclosure, deed in lieu of foreclosure or otherwise, said Lease shall remain in full force and effect and Tenant shall continue occupancy of the Leased Premises in accordance with the terms and provisions of said Lease. In such event, Mortgagee or any other party shall be in all respects bound by said Lease as Landlord and by all of Tenant's rights thereunder, provided that Tenant is not in continued default, after notice and the time to cure, as provided for in the Lease, in the payment of rent or otherwise under the terms of said Lease.
3. So long as Mortgagee shall be bound by the terms and conditions of said Lease, Tenant shall attorn to Mortgagee when Mortgagee is in possession of the Leased Premises, whether such possession is pursuant to Mortgagee's rights under said Mortgage, or otherwise, and will continue occupancy of the Leased Premises under the same terms and conditions of said Lease.
4. Mortgagee shall not include Tenant in any foreclosure proceeding involving the Leased Premises unless the joinder is required by law in order to perfect such foreclosure proceeding.
5. Mortgagee shall promptly advise Tenant upon the release, cancellation or termination of said Mortgage.
6. This Agreement shall also bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto, and all covenants, conditions and agreements herein contained shall be construed as running with the land.
7. In the event that a successor landlord ("Successor Landlord") succeeds to the interest of Landlord under the Lease, Successor Landlord shall not be:
 - a) Liable for any act or omission of any prior landlord (including Landlord) or subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except for any defaults or remedies of which Tenant has notified Mortgagee; or
 - b) Bound by any payment of any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
 - c) Bound by any amendment or modification of the Lease made without Mortgagee's written consent.
8. During the continuance of said Mortgage, Tenant shall use its best efforts to give written notice to Mortgagee of all defaults by Landlord of those

W:\awrc2\Marcs\Walgroens\SNDA 4/18/00

OR BOOK 1300 PAGE 1513

obligations under said Lease which are of a nature as to give Tenant a right to terminate said Lease, reduce rent, or to credit or offset any amounts against future rents, and Mortgagee shall have the same opportunity as provided to Landlord in said Lease (but shall not be required) to cure the same. In any event, Tenant's failure to provide Mortgagee such written notice shall not impair any rights granted or derived by Tenant under said Lease and/or this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

WALGREEN CO.

MONY LIFE INSURANCE COMPANY

Jul

Julian A. Gottinger, Vice President
allan Ronick


Debra K. Kloper
Vice President - Real Estate
Investment Management

JERO FORT PIERCE, L.L.C.


Robert Roschman
Managing Member

OR BOOK 1300 PAGE 1514

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, Ken White, a Notary Public, do hereby certify that Allan Resnick, personally known to me to be an Vice President, respectively, of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 2000.



Kenneth G. White, Jr.
Notary Public

My commission expires:

OR BOOK 1300 PAGE 1515

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

I, Karen Wong, a Notary Public, do hereby certify that Debra Kleper, personally known to me to be an Vice President - Real Estate respectively, of MONY Life Insurance Company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President - Real Estate of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 3rd day of May, 2000.

Karen Wong
Notary Public

My commission expires:

KAREN WONG
NOTARY PUBLIC, State of New York
No. 02W06011828
Qualified in New York County
Commission Expires Aug. 17, 2000

OR BOOK 1300 PAGE 1516

STATE OF FLORIDA)
COUNTY OF BROWARD)

I, BRANDAN A. BARRY Notary Public, do hereby certify that JETHRO ROSCHMAN personally known to me to be an MANAGING MEMBER respectively, of JENNIFER PIERCE, LLC and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such MANAGING MEMBER of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 12 day of MAY, 2000.



Brandon A. Barry
MY COMMISSION # CC681783 EXPIRES
September 18, 2001
BONDED THRU TROY FARM INSURANCE, INC.

[Signature]
Notary Public

My commission expires:

OR BOOK 1300 PAGE 1517

S/E/C 25th St & Orange Ave.
Fl. Pierce, FL

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

Parcel One:

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, Less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lot 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof, Lots 12, 13, 14 and 15 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 14, all lots lying in Block C, of WEST END ADDITION, according to the plat thereof, as recorded in Plat Book 2, page 5, of the Public Records of St. Lucie County, Florida

Together with that certain vacated 16 foot wide alleyway lying South of Lots 1, 2, 3, 4, and 5, and North of Lots 6 and 15, Block C of West End Addition, according to the plat thereof, recorded in Plat Book 2, page 5, of the Public Records of St. Lucie County, Florida, said alleyway running East to West located between South 25th Street and South 24th Street, Fort Pierce Florida, which was abandoned in O.R. Book 706, page 547, of the Public Records of St. Lucie County, Florida.

Parcel Two:

The West 28 feet and the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 14, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block C, of West End Addition, according to the plat thereof as recorded in Plat Book 2, page 5, Public Records of St. Lucie County, Florida.

5-23-2000
1301-2302

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1809265 OR BOOK 1301 PAGE 2302
Recorded:05/23/00 11:19

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ORDINANCE NO. 00-002

AN ORDINANCE AMENDING, ARTICLE II CHAPTER 1-11, LIBRARIES IMPACT FEE, OF THE ST. LUCIE COUNTY CODE AND COMPILED LAWS BY AMENDING SECTION 1-11-11, SHORT TITLE, AUTHORITY, AND APPLICABILITY, TO PROVIDE FOR ADDITIONAL FINDS OF FACT; BY AMENDING SECTION 1-11-16, COMPUTATION OF THE AMOUNT OF LIBRARY IMPACT FEE TO PROVIDE FOR AN INCREASE IN FEES ASSESSED; BY AMENDING SECTIONS 1-11-17, PAYMENT OF FEE AND 1-11-18, CREDITS, TO PROVIDE FOR MINOR EDITORIAL CHANGES FOR CLARIFICATION PURPOSES; BY AMENDING SECTION 1-11-24(A) AND (B), USE OF FUNDS, TO PROVIDE FOR A 4% ADMINISTRATIVE HANDLING FEE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR ADOPTION AND PROVIDING FOR CODIFICATION.

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, has made the following determinations:

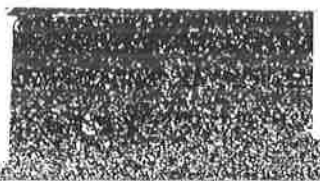
1. On September 19, 1995, the Board of County Commissioners of St. Lucie County, Florida, adopted Ordinance 95-039, imposing a Libraries Impact Fee in St. Lucie County.
2. On February 17, 2000, the Local Planning Agency/St. Lucie County Planning and Zoning Commission held a public hearing on the proposed ordinance after publishing two notices in The Port St. Lucie News and The Tribune at least ten (10) days prior to the hearing and determined that the proposed ordinance was consistent with the St. Lucie County Comprehensive Plan.
3. On April 20, 2000, this Board held its first public hearing on the proposed ordinance, after publishing a notice of such hearing in The Tribune and the Port St. Lucie News on April 10, 2000.
4. On May 9, 2000, this Board held its second public hearing on the proposed

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Ordinance # 00-02(n)
Library impact fee - final

Page 4
PRINT DATE 05/22/00

Ret: County Atty



1 ordinance, after publishing a notice of such hearing in The Tribune and the Port St.
2 Lucie News on April 28, 2000.

3
4 5. The Board of County Commissioners has reviewed and accepted a Technical
5 Memorandum on an Update of Road, School, Library, Public Buildings and Parks
6 Impact Fees and a Proposal for a Fire & Rescue [EMS] Impact Fee, prepared for
7 St. Lucie County, dated April 27, 2000, prepared by Dr. James Nicholas, PhD.

8
9 6. The proposed amendments to Article II, Chapter 1-11, Libraries Impact Fee are
10 consistent with the general purpose, goals, objectives, and standards of the St.
11 Lucie County Comprehensive Plan and is in the best interest of the health, safety,
12 and public welfare of the citizens of St. Lucie County, Florida.

13
14
15 **NOW, THEREFORE**, be it ordained by the Board of County Commissioners of St. Lucie
16 County:

17
18 **Part A. ARTICLE II "LIBRARIES IMPACT FEE" OF CHAPTER 1-11 OF THE**
19 **CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, IS**
20 **AMENDED AS FOLLOWS:**

21
22 **ARTICLE II**
23 **LIBRARIES IMPACT FEE**

24
25
26 **Section 1-11-11. Short Title, Authority, and Applicability.**

27
28 A. This ordinance shall be known and may be cited as the "Libraries Impact Fee
29 Ordinance".

30
31 B. The Board of County Commissioners of St. Lucie County has the authority to adopt
32 this ordinance pursuant to Article VIII of the Constitution of the State of Florida and
33 to Chapter 125 and Sections 163.3201 and 163.3202(3) Florida Statutes.

34
35 C. Pursuant to Section 125.01(1)(f), Florida Statutes, and Sections 1-11-1 and 1-11-2
36 of the Code of Ordinances of St. Lucie County, Florida, St. Lucie County provides

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a public library system that serves all St. Lucie County residents. St. Lucie County is the sole provider of public library services in St. Lucie County.

D. St. Lucie County must collect library impact fees in order to provide County libraries that adequately serve the needs of all County residents including residents of the cities. Development within the cities impacts the capital public library needs of the County.

G-E. This article shall apply to all areas of St. Lucie County, even in the absence of interlocal agreements with the affected municipalities.

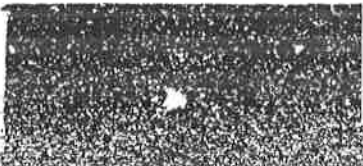
Section 1-11-12. Intents and Purposes.

- A. This chapter is intended to implement and be consistent with the Goals, Objectives and Policies of the St. Lucie County Comprehensive Plan.
- B. The purpose of this chapter is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide libraries in St. Lucie County as contemplated by the St. Lucie County Comprehensive Plan.
- C. The Florida Legislature through the enactment of Section 163.3202, Local Government Comprehensive Planning and Land Development Regulation Act and Section 380.06(16) of the Environmental Land and Water Management Act, Florida Statutes Chapters 163 and 380, respectively, has sought to encourage local governments to enact impact fees as a part of their land development regulation program.

Section 1-11-13. Rules of Construction.

- A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose in the interest of the public health, safety, and welfare.
- B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to

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the text of this ordinance:

- 1 In case of any difference of meaning or implication between the text of this article and any caption, illustration, summary table, or illustrative table, the text shall control.
- 2 The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
- 3 Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
- 4 The phrase "used for" includes "arranged for," "designed for," "maintained for," or "occupied for."
- 5 The word "person" includes an individual, a corporation, a partnership, an incorporated association, or any other similar entity.
- 6 Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and," "or" or "either...or," the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either ...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- 7 The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

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8 "County Administrator" means the County Administrator or whoever he/she may designate to carry out the administration of this ordinance.

9 Unless the context clearly indicates to the contrary, all land use terminology in this article shall have the same meaning as it has in the St. Lucie County Land Development Code.

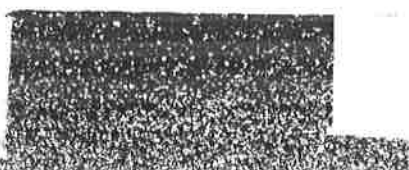
Section 1-11-14. Definitions.

- A. A "capital improvement" includes library site planning, land acquisition, site improvements, buildings, equipment and books, periodicals, videotapes, cd's and other similar library media with an expected useful life of two years or more, but excludes maintenance and operation.
- B. The "county library system" is a unit of the general government of the county charged with providing library services to the entirety of St. Lucie County, including all municipalities.
- B. A "feepayer" is a person commencing a land development activity by applying for the issuance of a building permit or electrical permit for a mobile home park or recreational vehicle park for a type of land development activity specified in Section 1-11-16 of this ordinance.

Section 1-11-15. Imposition of Library Impact Fee.

- A. Any person who, after the effective date of this ordinance, seeks to develop land by applying for the issuance of a building permit for one of the residential land use types specified in Section 1-11-16 of this Ordinance or an electrical permit for a mobile home park or recreational vehicle park shall be required to pay a library impact fee in the manner and amount set forth in this ordinance. Nothing in this article shall be deemed to eliminate the requirements of Section 11.02.07 of the St. Lucie County Land Development Code.
- B. No building permit for any residential land use type specified in Section 1-11-16 of this ordinance nor electrical permit for a mobile home park or recreational vehicle

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park shall be issued unless and until the library impact fee hereby required has been paid as provided in Section 1-11-17 of this Ordinance.

Section 1-11-16. Computation of the Amount of Library Impact Fee.

A. At the option of the fee payer, the amount of the fee may be determined by the following fee schedule. The fees shown on the schedule reflect a zero (0) per cent discount.

RESIDENCE	UNIT	SINGLE	TWO	PERCENT		
				10	20	30
RESIDENTIAL						
SINGLE FAMILY	PER UNIT	34	34	34	40	34
MIDDLE HOME ON BAYVIEW Park Over	PER UNIT	48	48	48	50	48
MULTI FAMILY (2-4 units)	PER UNIT	28	33	30	34	28
HOTEL/INN	PER ROOM	0	0	0	0	0
BED & BREAKFAST RESIDENCE <small>(Residence with 2-4 bedrooms, 2-3 bathrooms, and a kitchen)</small>	PER ROOM	0	0	0	0	0
ALL OTHER RESIDENTIAL	PER UNIT	34	34	34	40	34
NOTE:	The fee schedule shown in this Table is subject to revision based upon the provisions of Section 1-11-26 of this Article.					

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RESIDENTIAL		
SINGLE FAMILY	PER UNIT	\$161
MOBILE HOME/RV (RV/RVY Park Only)	PER UNIT	\$105
MULTI-FAMILY (All Types)	PER UNIT	\$144
HOTEL/MOTEL	PER ROOM	\$0
BED & BREAKFAST RESIDENCE <small>(Not for use as a transient dwelling unit, as defined in Section 1-11-17 of the Code)</small>	PER ROOM	\$0
ALL OTHER RESIDENTIAL	PER UNIT	\$101
NOTE:	The fee schedule herein in this Table is subject to annual revision based upon the provisions of Section 1-11-28 of the Code.	

If the type of residential development activity for which a building permit or electrical permit for a mobile home park or recreational vehicle park is applied for is not specified on the above fee schedule, the County Administrator shall use the fee applicable to the most nearly comparable type of land use on the above fee schedule.

- B. The person applying for the issuance of a building permit or and electrical permit for a mobile home park or recreational vehicle park may, at his option, submit evidence to the County Administrator indicating that the fees set out to paragraph A above are not appropriate for his particular development. Based upon convincing and competent evidence, the County Administrator may adjust the fee to that appropriate for the particular development.

Section 1-11-17. Payment of Fee.

- A. The fee payer shall pay the fee ~~in cash~~ to the county administrator at any time prior to the issuance of a building permit or electrical permit for a recreational vehicle park or mobile home park.

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1 B. In lieu of all or part of the library impact fee, the board of county commissioners may
2 accept the offer by a developer to construct, dedicate or acquire property for part
3 of a library facility that is consistent with the County's Comprehensive Plan or the
4 adopted comprehensive plan of Ft. Pierce, Port St. Lucie or St. Lucie Village.

5
6 In addition, the construction or dedication of library facilities or acquisition of
7 property for parks purposes must only be for purposes as set out in Section 1-11-
8 18. The board of county commissioners shall credit the cost of the library
9 improvement against the library impact fee otherwise due. The portion of the fee
10 represented by the construction or property dedication of library facilities shall be
11 deemed paid when the construction or dedication is completed and accepted by the
12 county for maintenance or when adequate security for the completion of the
13 construction has been provided.

14
15 In the event the developer proposes to dedicate or acquire unimproved property,
16 the provisions of Section 1-11-18(E)(2) shall apply. The portion of the fee
17 represented by the property dedications or acquisitions shall be deemed paid only
18 when the dedicated or acquired property is officially accepted by the county or other
19 appropriate governmental entity.

20
21 If library impact fees are owed, no development permits of any type may be issued
22 for the building or structure in question while the fee remains unpaid. The county
23 administrator may authorize the initiation of any action as permitted by law or equity
24 to collect the unpaid fees.

25
26
27 **Section 1-11-18. Credits.**

28
29 **A. Scope.**

30
31 Any person who shall commence any libraries impact generating land development
32 activity may apply for a credit against the required libraries impact fee for any
33 contribution, construction, or dedication of land made by such person or a
34 predecessor in interest and accepted and received by St. Lucie County for libraries
35 capital improvement that is creditable pursuant to this section. Consistent with the
36 standards of this section, an application may be made for credit for any contribution,
37 construction or dedication made in St. Lucie County as required by a development

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1 order issued by St. Lucie County, the City of Fort Pierce, the City of Port St. Lucie,
2 or St. Lucie Village pursuant to its local development regulations or section 380.06,
3 Florida Statutes, or any additional development condition imposed by the Florida
4 Land and Water Adjudicatory Commission on a development of regional impact to
5 the extent the contribution, payment, construction or dedication meets the same
6 needs as the libraries impact fee.

7
8 B. General.

9
10 Any person desiring a libraries impact fee credit, who proposes to make any
11 contribution, construction or dedication of a libraries capital improvement that is
12 consistent with the County's Comprehensive Plan or the adopted comprehensive
13 plan of Ft. Pierce, Port St. Lucie or St. Lucie Village, shall first obtain from the board
14 of county commissioners an approval that the proposed contribution, construction
15 or dedication is considered to be eligible for a libraries impact fee credit. Upon the
16 determination by the board that the proposed contribution, construction or
17 dedication is eligible for a libraries impact fee credit, the final amount of the credit
18 shall be determined upon the submission of a request for libraries impact fee credit
19 and the entering into of a formal libraries impact fee credit agreement.

20
21 C. Relationship of Libraries Impact Fee to Development of Regional Impact.

22
23 Pursuant to Section 380.06(16), Florida Statutes, the value of library land and/or
24 other library capital improvements required pursuant to a County or City approved
25 Development Order, shall be credited against the Libraries Impact Fee.

26
27 D. General standards for issuing libraries impact fee credit.

28
29 Prior to the issuance of any credits against the libraries impact fee, the person who
30 made the contribution, payment, construction or dedication of a library capital
31 improvement shall enter into an Impact Fee Credit Agreement with the Board of
32 County Commissioners. The following provisions are the general rules for the
33 award of credit, supplemented and provided in this section:

- 34
35 1. Credit for contributions, payments, construction or dedications of the
36 libraries impact fee shall not be transferrable as a credit against other impact
37 fees imposed for purposes other than libraries.

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- 2. If allowed by the Credit Agreement, credits may be assigned to successors in interest provided the County receives a copy of the written agreement signed by both the assignor and the assignee that has been recorded in the Public Records of St. Lucie County, Florida.
- 3. No credit shall exceed the amount due for the libraries impact fee.
- 4. No credit shall be given for dedications and library improvements dedicated or constructed before January 1, 1996.

E. Specific standards.

Credits against libraries impact fees otherwise payable shall be allowed only under the following conditions.

1. County need.

The contribution, payment, construction or dedication shall meet a libraries capital need identified in the County's Comprehensive Plan or in the adopted comprehensive plan of Ft. Pierce, Port St. Lucie or St. Lucie Village. No credit shall be given for capital improvements that do not meet a libraries capital need identified in County's Comprehensive Plan or in the adopted comprehensive plan of Ft. Pierce, Port St. Lucie or St. Lucie Village.

2. Library property dedication.

Credit for the dedication of property for library uses shall be valued at one hundred twenty (120) per cent of the most recent assessed value by the county property appraiser plus the reasonable cost, as determined by the county administrator, of any survey, closing costs or title information provided by the feepayer to the county at the request of the county. Credit for the dedication of library property shall be provided when the property has been conveyed at no charge to, and accepted by, St. Lucie County in a manner satisfactory to the board of county commissioners.

If the feepayer shall opt not to have the property dedication credit determined as set out above, then the amount of credit shall be determined by the board

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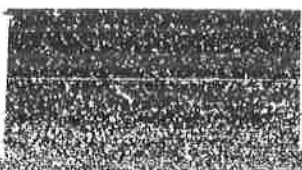
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of county commissioners based on an Independent Property Appraisal, as described in section 1-11-20 of this article, prepared by an individual both a member of the Appraisal Institute (MAI) and a state certified general appraiser acceptable to the board of county commissioners, that is paid for by the feepayer. At the option of the board, the board may request a review appraisal, as described in section 1-11-21 of this article provided that in the event the value established by the independent appraisal exceeds one hundred twenty (120) per cent of the assessed value by more than twenty-five (25) per cent, the board shall request a review appraisal.

In the event the board determines to request a review appraisal and the determination of the value is the same or greater than value determined by the independent appraiser, then the County shall bear the cost of the review appraisal. If the determination of the value by the review appraiser is less than the value determined by the independent appraiser, then the feepayer shall pay for the cost of the review appraisal. Any independent or review appraisal submitted pursuant to this subsection shall be subject to review of methodology and technical accuracy at the discretion of the county administrator.

In the event a property owner determines to donate, and the county determines to accept, property for any planned nonexisting libraries or expansion of existing impact fee eligible libraries as described in this section to the county in advance of any application for final development order approval, the board of county commissioners shall reserve the determination of value of the credit for the dedicated property until the property owner, or his assigns, seeks a final development order approval for the remainder of the property from which the dedicated property was provided. All property dedication credits shall be determined at the time contracts are let for the construction/expansion of the eligible library or at the time a Final Development Order approval is granted, whichever occurs first. No property dedication credit request may include the consideration of any enhancement to the value of property being dedicated as a result of the new or expanded library construction. No property dedication credit request may include the consideration of any enhancement to the value of the property being dedicated as result of the overall project development.

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3. Application procedure.

Applicants for credit for construction of libraries improvements shall submit documentation of the actual engineering and construction costs to the county administrator or his designee. The county administrator or his designee shall determine credit for libraries construction based upon these costs or upon alternative engineering and construction cost estimates if the county administrator or his designee determines that such costs submitted are excessive or incomplete.

4. Acquisition by purchase or condemnation.

In the event a developer is required as a condition of a final development order to acquire library property adjacent to any impact fee eligible library use as described in Section 1-11-18(E)(2), the developer shall first obtain an Independent Property Appraisal as described in section 1-11-20 and provide the county administrator with a copy of the appraisal. The county administrator may obtain a review appraisal as described in Section 1-11-21.

Except as provided below, credits for library property acquisition shall be based on the Independent Property Appraisal, the Review Appraisal, or the purchase price, if lower, as determined by the county administrator. In the event the developer is unable to acquire the library property for appraised value or lower, the Board may:

- a. grant additional credits above the appraised value if it determines that the cost of acquisition is less than the cost of condemnation or that condemnation is not practical or desired; or,
- b. authorize the condemnation of the parcels; or,
- c. deny the request for additional credits.

F. Time of Claim: Waiver.

Any claim for credit must be made no later than the time of application for a building permit or an electrical permit. Any claim not so made shall be deemed waived.

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Section 1-11-20. Independent Property Appraisal

A. If the feepayer shall opt not to have the value of any property dedication determined as set out in section 1-11-19(E)(2), the amount of credit shall be determined by the board of county commissioners based on an Independent Property Appraisal (IPA), prepared by an individual who is both a member of the Appraisal Institute (MAI) and a state certified general appraiser acceptable to the board of county commissioners, that is paid for by the feepayer. An "independent property appraisal" is an appraisal report containing the following:

1. Purpose of appraisal.

The purpose of the appraisal which includes a statement of value to be estimated and the rights or interest being appraised.

2. Legal Description of property.

3. Description of parent property.

Description of the parent property to be appraised will include:

a. Names of apparent owner of each interest being evaluated.

b. Location of property.

c. Total area of property in acres or square feet.

d. Area of each interest in property being acquired in acres or square feet.

e. A minimum of five (5) years delineation of title.

f. Present use and zoning.

g. Utilities.

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h. Type and condition of improvements and special features that may add to or detract from the value of the property.

4. Highest and best use.

The highest and best use of the property on which the appraisal is based before the acquisition of rights and interests to be acquired and the highest and best use of the remainder after the acquisition when a partial taking is involved. In either instance, if the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.

5. Before and after valuation.

The "before and after" method of valuation as interpreted by Florida law will be used in partial donations or special benefits to the residue land or improvements.

6. Approaches to value.

The appraisal should include all applicable approaches to value. If an approach is not considered applicable, the appraiser must state why. All pertinent calculations used in developing the approaches will be shown.

a. In the market approach, the appraisal report will contain a direct comparison of pertinent comparable sales to the property being appraised. The appraiser must include a statement setting forth his analysis and reasoning for each item of adjustment to comparable sales.

b. Where in the income (capitalization) approach is used, there must be documentation to support the income, expenses, interest rate, capitalization rate, discount rate, or any other factors used in the analysis. Where it is determined that the market rental income is different from the existing or contract income, the increase or decrease must be explained and supported by market information.

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c. Where the cost approach is utilized, the appraisal report must contain the specific source of cost data, remaining economic life, and an explanation of each type of accrued depreciation.

7. Appraisal of after value.

The appraisal of the after value must be supported to the same extent as the appraisal of the before value. This support should include one or more of the following:

- a. Sales comparable to the remainder properties.
- b. Sales of comparable properties from which there have been similar donations, or acquisitions for like usages.
- c. Development of the income approach on properties which show economic loss or gain as a result of similar acquisition or taking for like usages.
- d. Public sales of comparable lands by the state or other public agencies.
- e. In the event the data described in a through d above are not available, the appraisal will so state and give the appraiser's reasoning for his value estimate.

8. Difference between before and after.

The difference between the before and after appraisal will represent the value of the property to be acquired including the damages to the remainder property. The appraiser will separately analyze and tabulate the difference showing a reasonable allocation to lane improvements, and damages.

9. More than one approach used.

Where two (2) or more of the approaches of value are used, the appraisal will show the correlation of the separate indications of value derived by each

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approach along with a reasonable explanation for the final conclusion of value. This correlation will be included for both before and after appraisals.

10. Photographs.

All appraisals should include identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged.

11. Sketch or plat.

Appraisal reports for whole takings will contain a sketch or plat of the property showing boundary dimensions, location of improvements and other significant features of the property. For partial takings, the sketch or plat will also show the area to be acquired, relation of the improvements to the taking area and area of each remainder.

12. Comparable sales.

Each appraisal report will contain or make reference to the comparable sales which were used in arriving at the fair market value.

- a. The appraiser must state the date of sale, names of parties to the transaction, consideration paid, financing, conditions of sale and with whom these were verified, the location, total area, type of improvements, appraiser's estimate of highest and best use at the date of sale, zoning and any other data pertinent to the analysis and evaluation thereof.
- b. If the appraiser is unable to verify the financing and conditions of sale from the usual sources such as buyer, seller, broker, title or escrow company etc. he will so state.
- c. Pertinent comparable sales data should include identified photographs of all principal above ground improvements or unusual features affecting the value of the comparable.

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13. Inspection of properties.

All property appraised and the comparable sales which were relied upon in arriving at the fair market value estimate will be personally inspected in the field by the appraiser and all dates of inspection will be shown in the appraisal report.

14. Date of valuation.

The effective date to which the valuation applies.

15. Limiting conditions.

Statement of appropriate contingent and limiting conditions if any.

16. Certification and signature.

The certification, signature and date of signature of the appraiser.

Section 1-11-21. Property Review Appraisal

A. At the option of the board, the board may request a review appraisal of the Independent Property Appraisal (IPA), provided that in the event the value established by the Independent Property Appraisal exceeds one hundred twenty (120) per cent of the assessed value by more than twenty-five (25) per cent, the board shall require a review appraisal. A "review appraisal" shall comply with the following procedures:

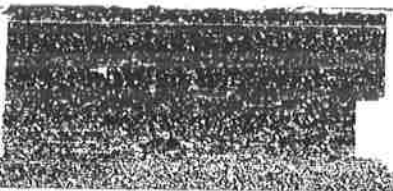
1. The reviewing appraiser will field inspect the property appraised and the comparable sales considered by the appraiser in arriving at either or both, as appropriate, the fair market value of the whole property and of the remainder.
2. The reviewing appraiser will examine the appraisal reports to determine that they:

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- a. Comply with the provisions of this section.
 - b. Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing state law.
 - c. Contain or make reference to the information necessary to explain, substantiate and thereby document the conclusions and estimates of value and/or just compensations identified therein.
 - d. Include consideration of compensable items, damages and benefits, but do not include compensation for items, damages and benefits noncompensable under state law.
 - e. Contain an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which the appraiser considered to be a part of the real property to be acquired.
 - f. Contain the estimated fair market value for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of the fair market value for the real property acquired and for damages to remaining real property.
3. Prior to finalizing his estimate of just compensation, the reviewing appraiser will request and obtain corrections or revisions of appraisal reports which do not substantially meet the requirements set forth in this section. These will be documented and retained in the parcel file.
4. The reviewing appraiser may supplement an appraisal report with corrections of minor mathematical errors where such errors do not affect the final value conclusion. He may also supplement the appraisal file where the following factual data has been omitted:
- a. Owner's and/or tenants' names.
 - b. Parties to transactions, date of purchase and deed book reference on sale of subject property and comparables.

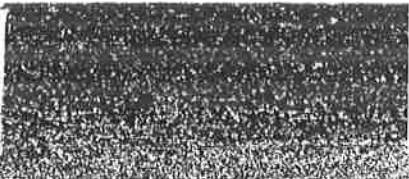
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- c. Statement that there were no sales of subject property in past five (5) years.
- d. Location, zoning or present use of subject property or comparables.
- 5. The reviewing appraiser will initial and date his corrections and/or factual data supplements to an appraisal report.
- 6. The reviewing appraiser will submit a signed and dated statement setting forth:
 - a. His estimate of just compensation including, where appropriate, his allocation of compensation for the real property acquired and for damages to remaining real property, and an identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which he considered to be a part of the real property to be acquired, if such allocation or listing differs from that of the appraisal(s).
 - b. That as a part of the appraisal review there was a field inspection of the parcel to be acquired and the comparable sales applicable thereto.
 - c. That he has not direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition.
 - d. That his estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.
- 7. In the event that the review appraiser determines the value to be the same or greater than the value determined by the Independent Property Appraisal (IAP) the county shall bear the cost of the review appraisal.

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1 **Section 1-11-22. Libraries Impact Fee Districts Created**
2

3 There is hereby established two (2) Libraries Impact Fee Districts as shown in Figure I, and
4 generally described as follows:
5

6 **Library District A:**
7

8 All of St. Lucie County, less the following:
9

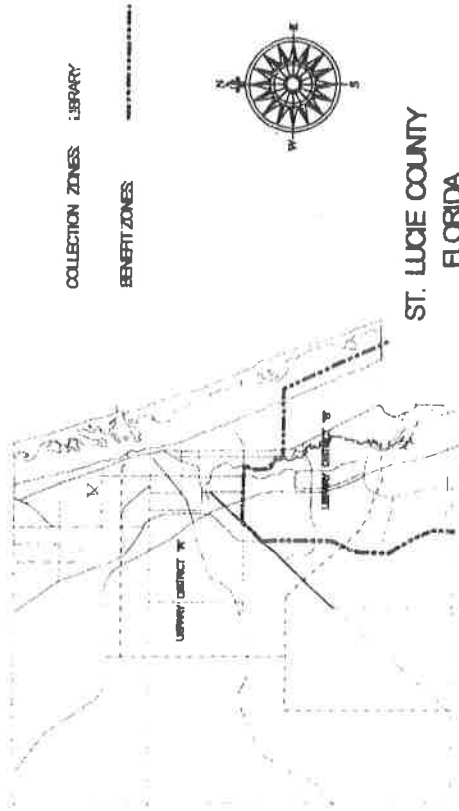
10 Begin at the center of the intersection of South 25th Street and West Midway
11 Road (POB); thence easterly to the center of the North Fork of the St. Lucie
12 River; thence southerly along the centerline of the North Fork of the St. Lucie
13 River to the point of intersection with the centerline of the Florida Power and
14 Light Power lines originating at the St. Lucie Power Plant; easterly along said
15 power lines to the west bank of the Indian River; thence southeasterly along
16 the west bank of the Indian River to the Martin/St. Lucie County Line; thence
17 westerly along the Martin/St. Lucie County Line to a point of intersection with
18 I-95 and the southwest corner of the City of Port St. Lucie; thence northerly
19 along the west city limit line of the City of Port St. Lucie to the center of the
20 intersection of West Midway Road and Glades Cut-Off Road; thence easterly
21 along the centerline of West Midway Road to the POB.
22

23 **Library District B:**
24

25 Begin at the center of the intersection of South 25th Street and West Midway
26 Road (POB); thence easterly to the center of the North Fork of the St. Lucie
27 River; thence southerly along the centerline of the North Fork of the St. Lucie
28 River to the point of intersection with the centerline of the Florida Power and
29 Light Power lines originating at the St. Lucie Power Plant; easterly along said
30 power lines to the west bank of the Indian River; thence southeasterly along
31 the west bank of the Indian River to the Martin/St. Lucie County Line; thence
32 westerly along the Martin/St. Lucie County Line to a point of intersection with
33 I-95 and the southwest corner of the City of Port St. Lucie; thence northerly
34 along the est city limit line of the City of Port St. Lucie to the center of the
35 intersection of West Midway Road and Glades Cut-Off Road; thence easterly
36 along the centerline of West Midway Road to the POB.
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FIGURE 1
LIBRARIES IMPACT FEES



ST. LUCIE COUNTY
FLORIDA

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Ordinance # 00 031m1
Library Impact Fee - Final

Page 21
PRINT DATE: 05/09/00

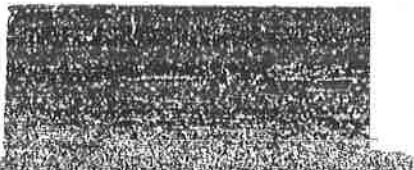
Section 1-11-23. Libraries Impact Fee Trust Funds Established.

- A. There is hereby established separate Libraries Impact Fee Trust Funds for the libraries impact fee districts established by Section 1-11-22 of this ordinance.
- B. Funds withdrawn from these accounts must be used in accordance with Section 1-11-24 of this ordinance.

Section 1-11-24. Use of Funds.

- A. The collecting governmental unit shall be entitled to up to but not more than ~~3%~~ four percent (4%) of the funds collected to compensate them for the administrative expense of collecting and administering the library impact fee ordinance. All remaining funds collected from library impact fees shall be used solely for the purpose of capital improvements to the County Library System and not for maintenance or operations. Land acquisition and improvements shall be of the type made necessary by the County's growth and development.
- B. Except for the up to ~~three (3%)~~ four (4%) percent retainage authorized above, funds shall be used exclusively for capital improvements within the library impact fee district from which funds were collected or for projects in other districts which are of direct benefit to the district from which the funds were collected.
- C. Each January the County Administrator shall present to the Board of County Commissioners a proposed capital improvement program for libraries, assigning funds, including any accrued interest, from the Libraries Impact Fee Trust Fund to specific Library improvements projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the same Library Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance. Funds shall be deemed expended in the order received.
- D. The Board of County Commissioners of St. Lucie County may enter into interlocal agreements with the governing bodies of the municipalities in St. Lucie County to ensure proper use of the funds collected pursuant to this ordinance.

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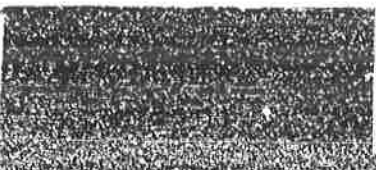
Section 1-11-25. Refund of Fees Paid.

- A. If a building permit or an electrical permit for a mobile home park or recreational vehicle park expires and no construction has been commenced, then the fee payer, his heirs, successors or assigns, shall be entitled to a refund of the impact fee paid as a condition for its issuance except that the county shall retain three percent (3%) of the funds as an administrative fee to offset the costs of refunding.
- B. Any funds not expended or encumbered by the end of the fiscal year immediately following then (10) years from the date the libraries impact fee payment fee payment was received shall, upon application of the current owner within one hundred eighty (180) days of the expiration of the ten (10) year period, be returned to the current owner with interest at the rate of six percent (6%) per annum.

Section 1-11-26. Exemptions.

- A. The following shall be exempted wholly or in part from payment of the library impact fee:
 - 1. Alteration or expansion of an existing building where no additional units are created, the use is not changed, and where no additional need for libraries will be produced over and above that produced by the existing use.
 - 2. The construction of accessory buildings or structures which will not produce additional need for libraries over and above that produced by the principal building or use of the land.
 - 3. The replacement of a destroyed or partially destroyed building or structure in existence on or after January 1, 1996, with a new building or structure of the same or a different use provided that no additional need for libraries will be produced over and above those produced by the original use of the land.
 - 4. Any claim of exemption must be made no later than the time of application for a building permit or electrical permit for a mobile home. Any claim not so made shall be deemed waived.

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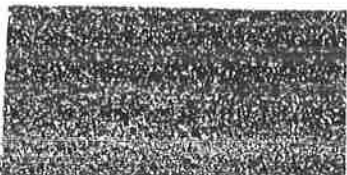
Sec. 1-11-27. Appeals

- A. Any decision made by the county administrator in the course of administering the provisions of this chapter may be appealed to the board of county commissioners by filing a petition of appeal within thirty (30) calendar days of the date of the rendition of the decision.
 - B. The board of county commissioners shall review the petition at a public meeting within thirty (30) calendar days from the date of appeal of said decision. The petitioner shall be provided reasonable notice of the time, date, and place of the public meeting by certified mail, return receipt requested, and invited to attend. Testimony at the public meeting shall be limited to ten (10) minutes per side, unless an extension of time is granted by the board. The board's decision shall be final for the purpose of administrative appeals.
- The board of county commissioners shall revoke the decision of the county administrator only if there is competent, substantial evidence in the record that the decision fails to comply with this Article.

Sec. 1-11-28. Review and Automatic Adjustment of Fees.

- A. The libraries impact fee shall be adjusted by the county administrator in April of each calendar year. Unless otherwise directed by the county commission, any adjustments to the libraries impact fee, made pursuant to this section, shall be effective the first Monday in October of each calendar year. All adjustments to the libraries impact fee shall be based on the methodology described in paragraph (B) of this section.
- B. The base for computing any adjustment is the January Consumer Price Index - All Urban Consumers for the United States, published by the United States Department of Labor Bureau of Labor Statistics. For the purpose of this Section the initial index to be referenced is January 1996. The Library Impact Fee shall be adjusted by the percentage change in the index.
- C. If the index is changed so that the base year is different, the index shall be converted in accordance with the conversion factor published by the United States

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Department of Labor, Bureau of Labor Statistics. If the index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the index had not been discontinued or revised.

D. The board of county commissioners shall review the libraries impact fee at least once every five (5) years from the effective date of this ordinance (January 1, 1996).

PART B. CONFLICTING PROVISIONS.

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART C. SEVERABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

PART D. APPLICABILITY OF ORDINANCE.

This ordinance shall be applicable throughout St. Lucie County's jurisdiction, including the incorporated areas even in the absence of interlocal agreements with the affected municipalities.

PART E. FILING WITH THE DEPARTMENT OF STATE.

The Clerk be and is hereby directed forthwith to send a certified copy of this ordinance to

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1 the Bureau of Administrative Code and Laws, Department of State, The Capitol,
2 Tallahassee, Florida 32304.

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5 **PART F. EFFECTIVE DATE.**
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7 The Amendments to Section 1-11-11, Short Title, Authority, and Applicability; Section 1-
8 11-17, Payment of Fees and Section 1-11-18, Credits; shall become effective upon the
9 filing with the Department of State.

10
11 The Amendment to Section 1-11-16, Fee Schedule and Section 1-11-24(A) and (B), Use
12 of Funds, shall become effective October 1, 2000.

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15 **PART G. ADOPTION.**
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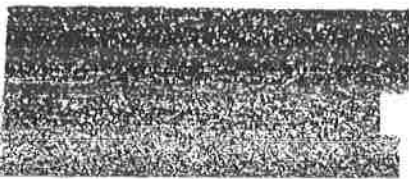
17 After motion and second, the vote on this ordinance was as follows:

18	Chairman John D. Bruhn	AYE
19		
20	Vice Chairman Frannie Hutchinson	AYE
21		
22	Commissioner Paula Lewis	AYE
23		
24	Commissioner Cliff Barnes	AYE
25		
26	Commissioner Doug Coward	AYE
27		

28
29
30 **PART H. CODIFICATION.**
31

32 Provisions of this ordinance shall be incorporated in the St. Lucie County Code and
33 Compiled Laws, and the word "ordinance" may be changed to "section", "article", or other
34 appropriate word, and the sections of this ordinance may be renumbered or relettered to
35 accomplish such intention; provided, however, that parts B through H shall not be codified.
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1 PASSED AND DULY ENACTED this 9th day of May, 2000.
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4 ATTEST:
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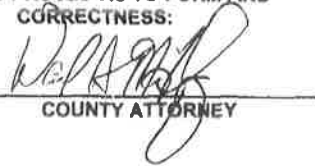
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

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DEPUTY CLERK

BY: 
CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:


COUNTY ATTORNEY

ORD-02h(ImpACT2000)
DJM

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12-18-2000
1350/35

JUDITH M. CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1867137 OR BOOK 1350 PAGE 35
Recorded: 12/18/00 13:52

This Instrument Prepared by:
Robert V. Schuster, Esq.
P.O. Box 1499
Fort Pierce, Florida
Parcel No. _____

Please Stamp to:
Robert V. Schuster, Esq.
Certificate No. 99

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 30th day of November, 2000

by and among **MONY LIFE INSURANCE COMPANY**, a New York corporation, (Lienholder), and the **CITY OF FORT PIERCE, FLORIDA**, a Florida municipal corporation, (Easement Holder).

WITNESSETH:

WHEREAS, the Lienholder may have or claim an interest to or in a parcel of land, situated in St. Lucie County, Florida, and more particularly described as follows:

Exhibit "A" attached hereto and incorporated by reference as recorded in OR Book 1300 Pages 1451-1490, Public Records of St. Lucie County, Florida.

WHEREAS, the Easement Holder is or has acquired a utility easement over, across, or under a portion of said land, located in the City of Fort Pierce, Florida, said utility easement being more particularly described in a separate Easement Deed executed by the Owner(s) of said parcel in favor of the Easement Holder; and

WHEREAS, the Easement Holder intends to install, construct, and maintain utilities over and upon said easement to the interest of the Easement Holder; and

WHEREAS, Lienholder recognizes that the Easement Holder is constructing improvements on said parcel and that such improvements will benefit the parcel.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by the execution of this Agreement, the Lienholder, intending to be legally bound by this Agreement, agrees as follows:

1. Any and all liens, encumbrances, rights, title to, or interest in the property described herein held by, owned, claimed, or which may exist in the name of, or in favor of the Lienholder shall to and the same hereby subordinated to the rights, title to, or interest of the Easement Holder to or in the strip of land being conveyed by the owner(s) of said parcel to the Easement Holder.
2. In any proceedings brought by the Lienholder, or any beneficiary, assignee, or

OR BORN 1350 PAGE 36

representatives of said Lienholder, against the property, whether by judicial
process, execution and levy, or otherwise, the judicial sale in connection
with said proceedings shall not discharge the right, title to, or interest of the
Mortgage Holder to the extent the interest of the Lienholder has been
subordinated to the Mortgage Holder.

3. This Agreement shall be binding on and inure to the benefit of the respective
heirs, assigns, and assigns of the Lienholder and Mortgage Holder.

IN WITNESS WHEREOF, this Subordination Agreement is given, executed, and
delivered by the undersigned on the day and year first above written.

Signed, sealed and delivered in the presence of

Sherry Baker
Printed Name: Sherry Baker
Sara L. Dell
Printed Name: Sara Dell

WITNESSES
STATE OF GEORGIA)
COUNTY OF FULTON) SS
COUNTY OF BULLOCK)

LIENHOLDER
MORTGAGE LIFE INSURANCE COMPANY
By *[Signature]*
Assistant Vice President

I HEREBY CERTIFY that on the 30th day of November, 2004, an officer
duly authorized in the State and City aforesaid to take acknowledgments, personally appeared
Deborah M. Za, to his known to be the person(s) described in the foregoing Subordination
Agreement, and who executed the same, and acknowledged before me that they executed the
foregoing Subordination Agreement, who has produced _____ as his identification
and who did take an oath.

Deborah M. Za
Notary Public, State of Georgia
Notary Public, State of Georgia
My Commission Expires _____
DAWSON COUNTY, GEORGIA

ILLEGIBLE
When Received For Filing

**EXHIBIT "A"
LEGAL DESCRIPTION**

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 5 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 5 feet of vacated alley adjacent on East, less the West 10 feet and the South 16 feet thereof; Lots 8 and 9 and the West 5 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 41, 42, 43 and 44 and the East 5 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 feet wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 41, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 23rd Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 704, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 20 feet, LESS the West 10 feet for the right-of-way of South 23rd Street of Lot 7, the South 16 feet of Lot 7, and the West 5 feet of vacated alley adjacent thereto on the East and the South 16 feet of Lot 44, including the East 5 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 41 thru 45, Block "B-C", together with the 16 feet vacated alley lying contiguous with the pair of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

OF BOOK 1350 PAGE 37

12-18-2000
1350/38

JUANNE HELMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1867138 OR BOOK 1350 PAGE 38
Recorded: 12/18/00 13:52

Return to: **Box 9**
Robert V. Schworer, Esquire
P.O. Box 1480
Fort Pierce, Florida 34954

Instrument Prepared by:
Robert V. Schworer, Esquire
P.O. Box 1480
Fort Pierce, Florida 34954

EASEMENT

KNOWN BY ALL MEN PRESENTS, that the undersigned JERO FORT PIERCE, a Limited Liability Corporation, whose address is 6300 NE 1st Avenue, Suite 300, Fort Lauderdale, Florida 33334, for and in consideration of the sum of One Dollar, to it in hand paid by the FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, (located at 206 South Sixth Street), a municipal corporation under the laws of the State of Florida, receipt whereof is hereby acknowledged, does hereby convey and grant to the CITY OF FORT PIERCE, FLORIDA, for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY the privilege and easement for the installation, maintenance, operation, repair, replacement or renewal of their municipal-owned electric, water, sewer and natural gas utilities in, under, upon, along, over and across the following described land in St. Lucie County, Florida to wit:

SEE ATTACHED EXHIBIT "A-1" AND EXHIBIT "A-2"

Access to the above strip of land over the adjoining lands of the GRANTORS is hereby granted. The GRANTEE may cut or trim trees, bushes and saplings growing upon or extending over said strip of land so far as may be reasonably necessary in the installation, maintenance, operation, repair, replacement or renewal of said utilities. Patrolling said easement shall not constitute grounds for a claim of damage.

The GRANTORS reserve the use of said strip of land for any use not inconsistent herewith, but no buildings, or structures shall be erected or placed on said strip of land by GRANTORS. The rights herein granted may be assigned in whole or in part.

The GRANTEE will indemnify and save the GRANTOR harmless from any damages, injuries, losses, claims, demands or costs proximately caused by the sole fault or negligence of the GRANTEE in the installation, maintenance, operation, repair, replacement or renewal of said utilities and the equipment and facilities connected therewith, over and across said strip of land.

The GRANTOR hereby covenants and warrants that it owns the said land and has the right

0.00
0.70
0.00
Doc Fee: \$
Doc Tax: \$
Int Tax: \$

to grant this easement.

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 officer thereunto duly authorized, the day and year first above written.

Attest:

JERO FORT PIERCE, L.L.C

Secretary

By: Jeffrey S. Roschman
JEFFREY S. ROSCHMAN *Attestation Notary*
2711 DeLajo Dr.

Signed, sealed and delivered in the presence of:

Street Address

Ft. Lauderdale, FL 33316

City, State, Zip

[Signature]
Witness

Thomas P. Angelo
Printed Name

[Signature]
Witness

Brendan A. Barry
Printed Name

STATE OF FLORIDA

COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JEFFREY S. ROSCHMAN, known to me to be the owner of Jero Fort Pierce, L.L.C., the corporation in whose name the foregoing instrument was executed, and that JEFFREY S. ROSCHMAN, severally acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following form signature of identification of the above named person and oath was taken.

Witness my hand and official seal in the County and State last aforesaid this 1 day of December, 2000.



Brandon A. Barry
MY COMMISSION & CERTIFIES EXPIRES:
September 18, 2001
BROWARD COUNTY, FLORIDA

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

EXHIBIT A-1

OR BOOK 1350 PAGE 40

Legal Description

Being an easement for utility purposes 10.00 feet in width, lying in Block C, according to the Plat of WEST END ADDITION, as recorded in Plat Book 2, Page 5, public records of St. Lucie County, Florida, lying 5.00 feet each side of the following described centerline:

Commence at the Southeast corner of Lot 42, Block C, of said WEST END ADDITION; thence N 00°10'19" E, along the East line of said Block C, a distance of 230.97 feet to the POINT OF BEGINNING of the following described centerline:

Thence N 58°28'34" W a distance of 86.15 feet to the POINT OF TERMINATION.

NOTE: The side lines of the above described easement are to be shortened or lengthened as needed to intersect with the said east line of Block C.

Containing 861.5 square feet, more or less.

I HEREBY CERTIFY THAT THIS DESCRIPTION AND THE ACCOMPANYING MAPS COMPLY WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61C17-8 ADOPTED BY THE BOARD OF LAND SURVEYORS, PURSUANT TO FLORIDA STATUTE 472.027
DATE: 9/24/00 BY: [Signature] RICHARD W. BUSSELL P.L.S. 3836

Sheet 1 of 2

SKETCH OF DESCRIPTION

UTILITY EASEMENT

Prepared For

FT. PIERCE UTILITIES AUTHORITY

Tech: GLM



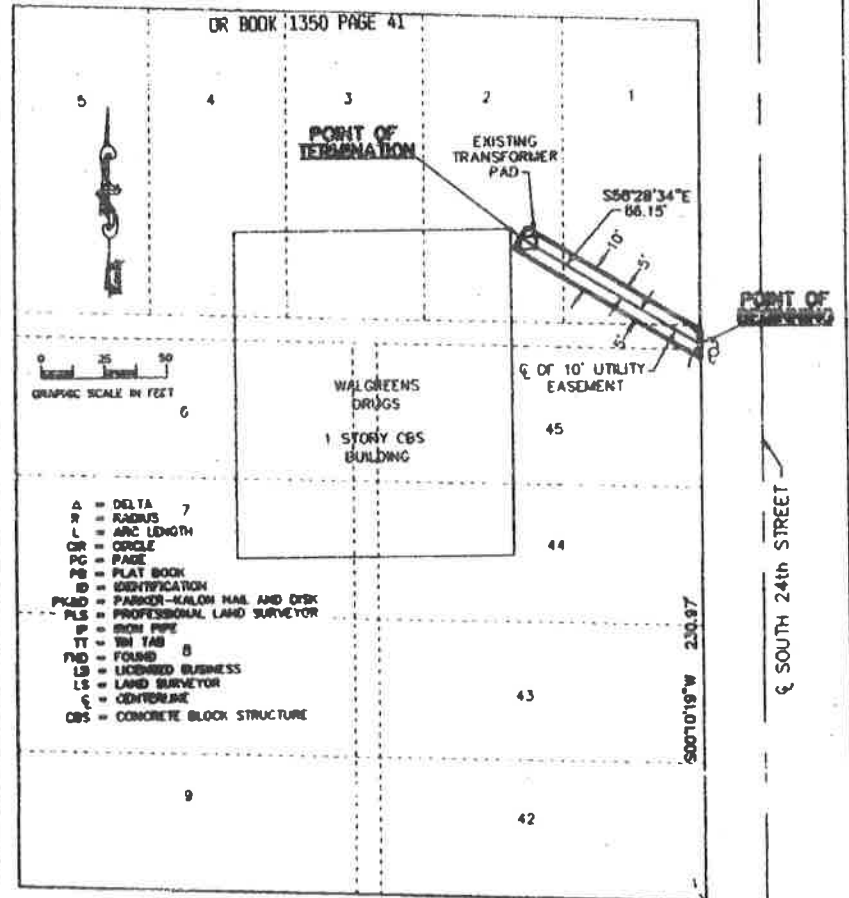
CONSULTING ENGINEERS
&
LAND SURVEYORS
2600 BOWEN ROAD STREET
FORT PIERCE, FLORIDA 34922
(889) 484-2837

EXHIBIT A-2

ORANGE AVENUE

THIS IS NOT A SURVEY

OR BOOK 1350 PAGE 41



- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CR = CHORD
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY
- PCMD = PARKER-KALON MAIL AND ODK
- PLS = PROFESSIONAL LAND SURVEYOR
- P = PIPE
- TT = TIN TAB
- FD = FOUND
- LB = LICENSED BUSINESS
- LS = LAND SURVEYOR
- ℄ = CENTERLINE
- CBS = CONCRETE BLOCK STRUCTURE

BEARINGS SHOWN HEREIN ARE ASSUMED AND RELATIVE TO THE EAST LINE OF BLOCK C WITH A BEARING BASE OF S00°10'19\"/>

POINT OF COMMENCEMENT
SOUTHEAST CORNER
OF LOT 42, BLOCK C

Sheet 2 of 2

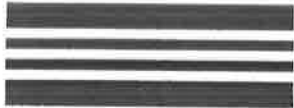
SKETCH OF DESCRIPTION
OF
UTILITY EASEMENT
Prepared For
FT. PIERCE UTILITIES AUTHORITY

File: 0080eak.dwg
Date: 9-21-2000



CONSULTING ENGINEERS
&
LAND SURVEYORS
2000 SOUTH 20th STREET
FORT PIERCE, FLORIDA 34901
(888) 484-3687

Tech: GLM



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Loan Administration / Ann Conlan (303)325-1037

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MONY Life Insurance Company
 Loan Administration / Ann Conlan
 10475 Park Meadow Drive, Ste 500
 Littleton CO 80124

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 File: 1807876 Bk: 1300 Pg: 1506, St. Lucie Cty, FL 5-17-2000

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
 JERO Fort Pierce, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire related collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 MONY Life Insurance Company

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 101164 JERO FT PIERCE, LLC

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 8839 CFI

CT Lien Solutions 21280705
 P.O. Box 29071
 Glendale, CA 91209-9071 FLFL
 FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 1807876 BK1300 PG1506 05/17/00 CC FL St Lucie

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c, and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
 JERO FORT PIERCE LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE ATTACHED

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 MONY LIFE INSURANCE COMPANY

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 21280705 Debtor Name: JERO FORT PIERCE LLC Q 160000873

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

1807876 BK1300 PG1506 05/17/00 CC FL St Lucie

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME
MONY LIFE INSURANCE COMPANY

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
-----------------------------	------------	---------------------

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: PROPERTY ADDRESS: 2423 ORNAGE AVENUE, FORT PIERCE, FL. TAX PARCEL #: 2409-707-0089-000/8

LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, less the North 10 feet thereof; Lot 5, less the North 10 feet and the West 10 feet thereof; Lot 6 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lot 7 and the West 8 feet of vacated alley adjacent on East, less the West 28 feet and the South 16 feet thereof; Lots 8 and 9 and the West 8 feet of vacated alley adjacent on East, less the West 10 feet thereof; Lots 42, 43, 44 and 45 and the East 8 feet of vacated alley adjacent on West, less the South 16 feet of Lot 44, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof as recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that certain vacated 16 foot wide alleyway lying south of Lots 1, 2, 3, 4 and 5 and North of Lots 6 and 45, Block "C", of WEST END ADDITION, according to the Plat thereof, recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida, said alleyway running east to west located between South 25th Street and South 24th Street, Fort Pierce, Florida, which was abandoned in O.R. Book 706, Page 547, of the Public Records of St. Lucie County, Florida.

AND ALSO TOGETHER WITH the West 28 feet, LESS the West 10 feet for the right-of-way of South 25th Street of Lot 7, the South 16 feet of Lot 7, and the West 8 feet of vacated alley adjacent thereto on the East; and the South 16 feet of Lot 44, including the East 8 feet of vacated alley adjacent thereto on the West, all lots lying in Block "C", of WEST END ADDITION, according to the Plat thereof, as recorded in Plat Book 2, Page 5, Public Records of St. Lucie County, Florida.

ALSO KNOWN AS:

A.K.A LEGAL DESCRIPTION BY SURVEYOR:

Lots 1 thru 9 and Lots 42 thru 45, Block "B-C", together with the 16 foot vacated alley lying contiguous with the rear of said lots as shown on the Plat of WEST END ADDITION and recorded in Plat Book 2, Page 5, of the Public Records of St. Lucie County, Florida. LESS AND EXCEPT the West 10 feet and the North 10 feet thereof.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE
 FINANCING STATEMENT AMENDMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
 Nancy Clarke - (205) 268-3605
 Email Address nancy.clarke@protective.com

B. SEND ACKNOWLEDGEMENT TO:
 Name Nancy Clarke
 Address Protective Life Insurance Company
 Address 2801 Highway 280 South
 City/State/Zip Birmingham, Alabama 35223

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 21807878 Bk. 1130, pg. 1506 - filed 5-17-2000

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. CURRENT RECORD INFORMATION - DEBTOR NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b)

2a. ORGANIZATION'S NAME
 JERO Fort Pierce, LLC

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

3. CURRENT RECORD INFORMATION - SECURED PARTY NAME - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME
 MONY Life Insurance Company

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

4. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

5. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

6. ASSIGNMENT Full or Partial: Give name of assignee in item 9a or 9b and address of assignee in item 9c; and also give name of assignor in item 11.

7. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 9.

CHANGE name and/or address: Give current record name in item 8a or 8b; Also give new name (if name change) in item 9a or 9b and/or new address (if address change) in item 9c.

DELETE name: Give record name to be deleted in item 8a or 8b.

ADD name: Complete item 9a or 9b, and 9c.

8. CURRENT RECORD INFORMATION - INSERT ONLY ONE NAME (8a OR 8b) - Do Not Abbreviate or Combine Names

8a. ORGANIZATION'S NAME

8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

9. CHANGED (NEW) OR ADDED INFORMATION: - INSERT ONLY ONE NAME (9a OR 9b) - Do Not Abbreviate or Combine Names

9a. ORGANIZATION'S NAME

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
9c. MAILING ADDRESS Line One	This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE COUNTRY

10. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral DELETE or ADD, or give entire RESTATE collateral description, or describe collateral ASSIGN collateral

FLORIDA DOCUMENTARY STAMP HAS BEEN PAID.

11. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor, which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

11a. ORGANIZATION'S NAME
 MONY Life Insurance Company

11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
---------------------------	---------------------	-------------------------------	--------

12. OPTIONAL FILER REFERENCE DATA Loan 50873 - to be filed in St. Lucie County, FL

STANDARD FORM - FORM UCC-3 (REV.05/2013) Filing Office Copy Approved by the Secretary of State, State of Florida

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT AMENDMENT FORM - ADDENDUM**

13. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
21807876 Bk. 1130, Pg. 1508

14. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 11 on Amendment form)

14a. ORGANIZATION'S NAME JERO Fort Pierce, LLC			
14b. INDIVIDUAL'S SURNAME	FIRST NAME	PERSONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

15. Use this space for additional information.



Real Estate Account At 2423 ORANGE AVE, Fort Pierce

Real Estate Account #2409-707-0089-000/8 [Parcel details](#) [Latest bill](#) [View/Print full bill history](#)

2019 2018 2017 2016 ... 2003
PAID **PAID** **PAID** **PAID** **PAID**

Chris Craft
Real Estate 2019 Annual Bill

[Print this bill \(PDF\)](#)

St. Lucie County Tax Collector Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
2409-707-0089-000/8	22322	—	9022

PAID 2019-11-27 \$42,109.09
Receipt #0014-20191127-003556

[Get Bills by Email](#)

PAYMENTS MUST BE MADE IN US FUNDS.

Owner
Jero Fort Pierce LLC
%Walgreens Real Estate Tax Dept
PO Box 1159
Deerfield, IL 60015-1159

Situs address
2423 ORANGE AVE
Fort Pierce

Legal description
WEST END ADDN BLK C LOTS 1 THRU 9 AND LOTS 42 THRU 45 AND 16 FT VACATED ALLEY
LY ...
Full legal available: [Parcel details](#)

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
County Parks MSTU	0.2313	1,610,100	0	1,610,100	\$372.42
Co Public Transit MSTU	0.1269	1,610,100	0	1,610,100	\$204.32
Erosion District E	0.1497	1,610,100	0	1,610,100	\$241.03
Law Enf,Jall,Judicial Sys	3.2324	1,610,100	0	1,610,100	\$5,204.49
Co General Revenue Fund	4.3077	1,610,100	0	1,610,100	\$6,935.83
Childrens Service Council	0.4765	1,610,100	0	1,610,100	\$767.21
St Lucie Co Fire District	3.0000	1,610,100	0	1,610,100	\$4,830.30
FL Inland Navigation Dist	0.0320	1,610,100	0	1,610,100	\$51.52
City of Fort Pierce	6.9000	1,610,100	0	1,610,100	\$11,109.69
School Discretionary	0.7480	1,610,100	0	1,610,100	\$1,204.35
School Capital Improvemnt	1.5000	1,610,100	0	1,610,100	\$2,415.15
Total		26.0386			\$41,924.74

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
School Req Local Effort	3.8740	1,610,100	0	1,610,100	\$6,237.53
School Voter Referendum	1.0000	1,610,100	0	1,610,100	\$1,610.10
Mosquito Control	0.1806	1,610,100	0	1,610,100	\$290.78
S FL Wtr Mgmt District	0.2795	1,610,100	0	1,610,100	\$450.02
Total	26.0386				\$41,924.74


Non-Ad Valorem Assessments

Levyng authority	Rate	Amount
Fort Pierce Stormwater Mgmt Maint		\$1,938.90
Total		\$1,938.90

Combined taxes and assessments: \$43,863.64

If paid by: Nov 30, 2019
Please pay: \$0.00

PAID 2019-11-27 \$42,109.09
 Receipt #0014-20191127-003556







Bill History — Real Estate Account At 2423 ORANGE AVE, Fort Pierce

[Print this page](#)

Real Estate Account #2409-707-0089-000/8

[Parcel details](#)

[Latest bill](#)

[View/Print full bill history](#)

[Get Bills by Email](#)

There are no unpaid bills.

Amounts as of 05/08/2020

Bill	Balance	Status	Action
2019 Annual Bill	\$0.00	11/27/2019 Paid \$42,109.09 Receipt #0014-20191127-003556	Print (PDF)
2018 Annual Bill	\$0.00	11/28/2018 Paid \$40,817.83 Receipt #0001-20181128-003849	Print (PDF)
2017 Annual Bill	\$0.00	11/29/2017 Paid \$55,768.89 Receipt #0121-20171129-001825	Print (PDF)
2016 Annual Bill	\$0.00	11/22/2016 Paid \$65,885.60 Receipt #0141-20161122-000572	Print (PDF)
2015 Annual Bill	\$0.00	11/17/2015 Paid \$66,953.53 Receipt #0141-20151117-000826	Print (PDF)
2014 Annual Bill	\$0.00	11/24/2014 Paid \$65,270.99 Receipt #0129-20141124-000860	Print (PDF)
2013 Annual Bill	\$0.00	11/19/2013 Paid \$75,933.65 Receipt #0021-20131119-000958	Print (PDF)
2012 Annual Bill	\$0.00	11/26/2012 Paid \$73,273.56 Receipt #0069-20121126-011055	Print (PDF)
2011 Annual Bill	\$0.00	11/21/2011 Paid \$69,226.57 Receipt #0033-20111121-001539	Print (PDF)
2010 Annual Bill	\$0.00	12/03/2010 Paid \$66,063.24 Receipt #0069-20101203-014520	Print (PDF)
		<i>Effective 11/30/2010</i>	
2009 Annual Bill	\$0.00	11/25/2009 Paid \$54,052.02 Receipt #99-20091125-018961	Print (PDF)
2008 Annual Bill	\$0.00	11/24/2008 Paid \$53,327.92 Receipt #99-20081124-006180	Print (PDF)
2007 Annual Bill	\$0.00	12/03/2007 Paid \$46,793.24 Receipt #99-20071203-034373	Print (PDF)
		<i>Effective 11/30/2007</i>	
2006 Annual Bill	\$0.00	11/27/2006 Paid \$47,232.50 Receipt #18-20061127-000540	Print (PDF)
2005 Annual Bill	\$0.00	11/15/2005 Paid \$40,573.11 Receipt #99-20051115-16766	Print (PDF)
2004 Annual Bill	\$0.00	11/17/2004 Paid \$34,820.28 Receipt #99-20041117-89643	Print (PDF)
2003 Annual Bill	\$0.00	12/02/2003 Paid \$25,850.47 Receipt #99-20031202-34342	Print (PDF)
		<i>Effective 11/30/2003</i>	
Total Balance	\$0.00		There are no unpaid bills.



Property Identification

Site Address:	2423 ORANGE AVE
Parcel ID:	2409-707-0089-000-8
Account #:	22322
Map ID:	24/09S
Use Type:	1100
Zoning:	General Co
City/County:	Fort Pierce

Ownership

Jero Fort Pierce LLC
%Walgreens Real Estate Tax Dept
PO Box 1159
Deerfield, IL 60015

Legal Description

WEST END ADDN BLK C LOTS 1 THRU 9 AND LOTS 42 THRU 45 AND 16 FT VACATED ALLEY LYG CONTIGUOUS WITH REAR OF LOTS- LESS W 10 FT AND LESS N 10 FT- (OR 683-2161; 684-2277, 2280; 1300-1443)

Current Values

Just/Market Value:	\$1,610,100
Assessed Value:	\$1,610,100
Exemptions:	\$0
Taxable Value:	\$1,610,100



Total Areas

Finished/Under Air (SF):	14,901
Gross Sketched Area (SF):	16,608
Land Size (acres):	2.25
Land Size (SF):	97,892

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](#)



North



East



South



West



East Adjacent Use



East Adjacent Use



West Adjacent Use



West Adjacent Use



North Adjacent Use



Southeast Adjacent Use



Southwest Adjacent Use

Technical Review Committee -Virtual

1. f.

Meeting Date: 06/18/2020

REQUESTED ACTION

Major Site Plan – Blue Sky Landing – 2419-211-0004-000-8

LOCATION

Parcel ID: 2419-211-0004-000-8

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Review & Provide Comments

Attachments

TRC Packet

Form Review

Form Started By: Brandon Creagan
Final Approval Date: 06/04/2020

Started On: 06/04/2020 12:16 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
LIEUTENANT WAYNE BOYER, 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# 20-07000004

DATE: JUNE 4, 2020

Major Site Plan – Blue Sky Landing – 2419-211-0004-000-8

Attached is an Application for Development Review (Major Site Plan) for a property located along McNeil Road, north of Walmart, and west of Portofino Landings. The property is 9.16 acres and currently has a Zoning of High Density Residential (R-5), and a Future Land Use of High Density Residential (RH). The applicant would like to develop an affordable housing multi-family apartment complex on the site in two phases for a total of 164 total units for the site. The parcel ID for the lot is 2419-211-0004-000-8.

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 June 16, 2020.

Please do not hesitate to contact me should you require any additional information at 772-467-3742.

Thank you.

Brandon Creagan



DEVELOPMENT REVIEW

Property address or Location McNeil Road
 Parcel ID #(s) 2419-211-0004-000-8
 Project description Blue Sky Landing Apartments: New construction of 164 affordable housing units

St. Lucie County
Property Owner(s)
2300 Virginia Avenue
 Street Address
Fort Pierce FL 34982
 City State Zip
 Phone Number
 Email Address

Blue Sky Communities
Applicant/Representative, Title, Company
5300 W Cypress Street, Suite 200
 Street Address
Tampa FL 33607
 City State Zip
(813) 708-5518
 Phone Number
fcornier@blueskycommunities.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.

Shawn Wilson

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 18th day of May, 2020, by

Shawn Wilson who is personally known to me or has produced

as identification.

Mary Jean Kopakin

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



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 checked="" 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	

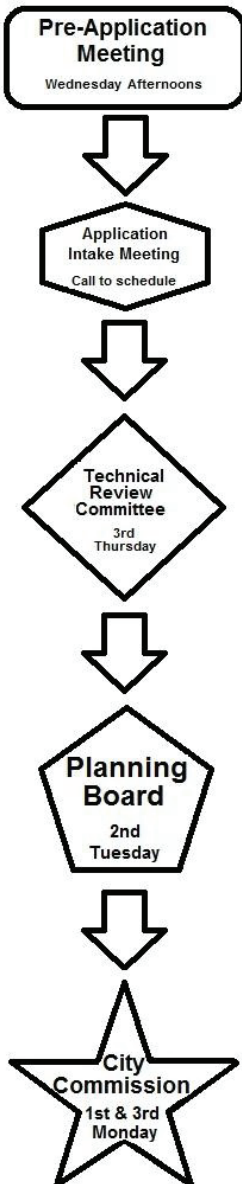
Site Information:

Non-Residential: Proposed Sq. Ft.: 0 Residential: Proposed Units: 164

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

North	South	East	West
ROW	Department Store	Public School	Multifamily

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)



Design Review

Property address or Location McNeil Road

Parcel ID #(s) 2419-211-0004-000-8

Project Description Blue Sky Landing Apartments: New construction of 164 affordable housing units

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2300 Virginia Avenue

Street Address

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Shawn Wilson

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

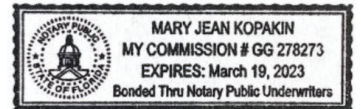
The foregoing instrument was acknowledged before me this 18th day of May, 2020, by

Shawn Wilson who is personally known to me or has produced

_____ as identification.

Mary Jean Kopakin

Signature of Notary



(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

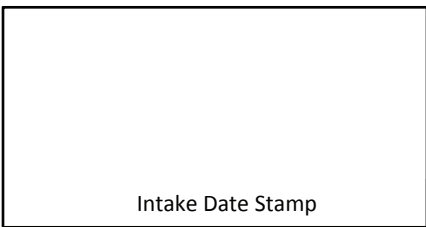
Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____

Intake Planner _____

Planner Assigned _____

Approved _____ Date _____

Comments _____



Intake Date Stamp

Design Review Application Checklist

(City Code of Ordinances 22-59)

Submittal for Administrative Approval

- a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 22-194, location of bordering streets and, if applicable, wetlands and beaches.
- b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.
- c. A draft written narrative describing the design intent of the project, its goals and objectives and how it reflects the site analysis study results.
- d. Context photographs of neighboring uses and architectural styles.
- e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
- f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
- g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
- h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
- i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
- j. Exterior elevations showing architectural character, external architectural features and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
- k. Design review concurrent with conceptual development plan procedure according to subsection 22-58(e) is also available.

Submittal for Board Approval

- a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
- b. A final site plan meeting the requirements of section 22-58
- c. A final site lighting plan that meets the requirements of subsection 22-58(d)(8).
- d. A final landscape plan that meets the requirements of Article XII, Landscaping and Trees.
- e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
- f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.



Jerrod Purser
Project Manager
WGI, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411

Design Review Board
100 N U.S. Highway 1
Fort Pierce, FL 34950

May 29, 2020

RE: Project Conformance Narrative

Design Review Board,

On behalf of the Applicant, WGI is requesting development and design approval for a project known as “Blue Sky Landing” that is to be located on a 9.186-acre vacant parcel (Parcel ID #2419-211-0004-000-8) west of McNeil Road. The Applicant is proposing construction of a 164-unit multifamily, affordable housing development with associated infrastructure at the subject site.

This letter serves as the Project Conformance Narrative required as part of the Design Review Process. The manner in which the development proposal complies with administrative approval and design review guidelines of Section 22-59 of the Fort Pierce Code of Ordinances is summarized in pertinent terms as follows:

(g) *Design review guidelines*

(1) *Roofs.*

- a. Principal pitched roofs of wood vernacular styles shall be a symmetrical hip with a slope of 6:12 to 10:12. Pitched roofs of designs reflecting Mediterranean, Mission, Spanish Eclectic, Craftsman and Prairie styles may have slopes of 3:12 to 6:12. A broken pitch roof (a roof which becomes shallower in slope at one-third (1/3) of the distance from the eave to the peak) is encouraged. Also allowed are gabled hips, flared hips and, where appropriate to mark an architectural feature or civic gesture, gable ends.**

Our design proposal is for the phased construction of (4) four story contemporary styled, affordable multi-family housing structure(s) among other similarly articulated lower scaled complimentary elements. The intended design inspiration and imagery is to present clean, ordered and defined linear elements, with positive and negative fields with striking color flashes intended to highlight specific points of interest or activity. Our proposal is incorporating predominantly flat roof(s) with parapets that although primarily aligned, are visually separated by a dramatic saw-toothed color scheme. Extensions at hierarchy elements with more pronounced roof features break up the massing. The design is rooted in the birth of Modernism’s stalwarts Loos, Gropius, the Bauhaus school, Le Corbusier and the need to respond to the

underrepresented workforce housing crisis of the Industrial Revolution efficiently and elegantly while avoiding extraneous ad-hoc features of what Robert Venturi described as the “decorated shed”. Its beauty lies in its simplicity, scale and proportions.

- b. Rooflines may be punctuated with dormers, windows or ventilation louvers that add detail and interest to the facade. Dormers shall light habitable spaces and have shed roofs with a minimum slope of 3:12 or pitched roofs with a slope to match the principal structure. Eyebrow dormers are also encouraged.**

Our proposal does not envision the use of single-family dwelling elements more appropriate for lower volume habitation or streetscapes. Its intended to be more in line with large scale urban structures utilizing the elements noted above.

- c. The use of deep (32"—40") overhangs and, where appropriate, detailed eave brackets, are strongly encouraged. Variation in roof heights or articulation of a flat roof overhang along the facade is encouraged to add visual interest to a streetscape and delineation of activity within a structure.**

Our main residential structures are designed for maximum efficiency in use of footprint and spatial planning. There are no porches. There are other site elements for social gathering at the pedestrian level that will be have shade elements adding to the streetscape between the voids created by the four-story entities.

- d. Ancillary roofs (attached to walls or roofs) may be sheds sloped no less than 3:12. Roofs on towers shall be flat or have a slope which matches the primary structure.**

We have incorporated the guideline above for our “tower elements”.

- e. The finished roofing material for visible pitched roofs shall be one of the following:**
 - 1. Cedar shingles with factory treated class B finish;**
 - 2. steel, copper, or factory painted aluminum standing seam, batten seam, or Bermuda roofing;**
 - 3. Galvanized steel "5-V crimp" roofing panels or pre-finished steel;**
 - 4. Galvanized metal or copper shingles of Victorian or diamond shape or pattern;**
 - 5. Asphalt dimensional shingles for residential buildings only;**
 - 6. Built-up or membrane roof behind parapets;**
 - 7. Flat concrete tile;**
 - 8. Clay or cement barrel, s-shaped or mission tiles.**

We plan to utilize item 6.

- f. The fascia's around the eaves shall have limited simple detail that complements the fenestration, porch overhangs or entrances.**

We plan to utilize minimalistic features throughout.

- g. Exposed rafters with simple detailed ends may be substituted for fascia type arrangements.**

Not applicable

(2) Entrances.

- a. Buildings shall have architectural features such as porches or roof overhangs that delineate or emphasize entrances. Covered entrances shall be proportioned to human scale and follow logic of design relative to the building. This entrance shall face the public right-of-way, be well-defined architecturally and readily visible to pedestrian and vehicular traffic.**

The hierarchy points of interest, tower elements and points of color are our entry features. We are incorporating suspended awnings for the entry doors. The orientation & delineation of the hierarchy points are reflected in their site to interior street relationships.

- b. To provide for consistent spatial order of streets, and to accommodate a human scale and pedestrian activity, the inside line of the front yard (setback) shall be considered a frontage line. Exceptions to this requirement may be granted for development in the following zoning districts: OS-1 (Open Space Recreation), OS-2 (Open Space Conservation), I-1 (Light Industrial), CP-1 (Commercial Parkway), C-6 (Marine Commercial), and C-3 (General Commercial) on properties backing onto a highway and fronting an internal access road.**

Our entire community is "off street" in terms of the public ROW's. Well within all required setbacks, behind interior looping double loaded parking drives.

- c. Doors shall have detail appropriate to the architectural character of the proposed building and may be defined with sidelights, transoms or wooden or metal shutters.**

Our entry doors are of storefront type with accompanying sidelights in keeping the intended style.

- d. **Porches shall have a minimum depth of six (6) feet and may encroach up to six (6) feet into the front yard (setback), or into a side yard that abuts a public right-of-way or public space.**

Not applicable

(3) Windows.

- a. **Windows shall have well-defined frames, transoms or sills, and should be accentuated with shutters or Bahamas awnings where appropriate. Material of frames, shutters and awnings shall be painted or stained wood, aluminum or vinyl-clad wood, steel or aluminum.**

Our intended fenestration for the units is primarily Vinyl, Energy Star rated, emergency egress sized and appropriate for wind borne debris for the area. There are intentional differences in mullion/muntin inclusions specific to differentiate living areas from bedrooms within the saw-tooth coloring that groups those room types on the facades. Currently no extraneous trim work is scheduled.

- b. **Reflective or mirrored glass is not permitted, however on side and rear elevations, translucent glass may be used. Minimal tinting to meet energy code requirements may be permitted. Glass block may be used where appropriate to the architectural style.**

We will most likely utilize the minimal appropriately colored tinting for energy benefit and congruity with color scheme.

- c. **Storefront glass shall be clear and unobstructed from signs and the backs of counters, display racks and merchandise.**

We have storefronts in the elevator lobbies & entrances. No retail themed elements are scheduled.

- d. **Windows must be placed on elevations that face the public right-of-way and must be in scale and compatible with the architectural style of the building. The bottom of the window (knee wall) shall not be lower than twenty-four (24) inches in residential or office buildings, or higher than forty-eight (48) inches from grade or sidewalk in retail buildings.**

Our windows, primarily for the residential units shall all have a sill of 36" above finished floor for fall protection compliance and a header of 7'-4" a.f.f. and meet emergency egress sizing.

- e. **Large expanses of wall without windows or detail that face the public right-of-way are prohibited. Retail buildings shall have fenestration that reveals interior activity and encourages interest in the products or services provided.**

The only elements without fenestration are the stair & elevator towers and are intended to be utilized as large scaled but minimalistic signage backdrops when fronting streets.

(4) Elevations.

- a. **Building designs shall reflect traditional proportions and architectural vocabularies demonstrated in local precedents or regional building types and styles. Wood vernacular styles include Cracker, Classical Revival and Victorian. Masonry vernacular buildings demonstrate details of Mediterranean styles including Mission and Spanish Eclectic. Streamlined Art Deco and Mid-Century Modern buildings in masonry systems are also imbedded in local and regional vernacular. Elements borrowed and interpreted from Colonial, Prairie and Craftsman styles can be found in wood and masonry systems, or a combination of the two.**

Acknowledged. We would fall primarily in the stated Mid-Century Modern category.

- b. **Elevations adjacent to a public right-of-way shall be considered as a building front and treated as such with appropriate entrances, fenestration or detailing.**

Acknowledged.

- c. **Articulation in the facade should give visual relief and be of sufficient depth to provide shade and shadow on adjacent building surfaces. Colors of wall surfaces shall be chosen to complement this facade articulation and colors shall be in keeping with the chosen architectural style and character.**

Acknowledged. Our saw-tooth scheme corresponds with 16” of “pop-out” from the main massing.

- d. **Materials for facades shall be of stucco, wood clapboard, wood shingles, cement siding in clapboard style boards, modular unit masonry, coral or keystone. Brick coursework should use traditional methods that enhance elevations and frame fenestration and door openings. Metal or vinyl siding, and simulated stonework on expanses of building walls shall not be permitted. Two-dimensional stucco details that mimic three-dimensional articulation or structure shall not be permitted.**

Acknowledged. We are predominantly a stucco façade with elements of storefront & stone veneer incorporated.

- e. Proportion and composition of fenestration on new construction shall be compatible with architectural style. Vertical proportions are generally encouraged in all wall openings, especially for traditional architectural vocabulary. Stylistically modern buildings may utilize horizontally proportioned openings where appropriate.**

Acknowledged.

- f. Storefronts and their entrances are to follow logic of design and be contained within structural bays of the building.**

Acknowledged.

- g. Infill storefront design shall be compatible with the existing architecture of the building and block. Details and architectural features should relate to the entire building and block.**

Acknowledged.

- h. Roll down gates, security shutters and bars that are visible from any public right-of-way should be avoided.**

Not applicable

- i. Storm shutters shall be deployed only upon the issuance of a storm warning from the governing agency authorized to issue such warning.**

Not applicable

- j. Exterior building components and all proposed elements of the streetscape shall be painted with a color compatible with the architectural character and style of the proposed development as well as the surrounding buildings.**

Acknowledged.

- k. Blank walls are discouraged. Walls shall be punctuated with windows, doors or architectural elements. New construction that includes long dimensions of continuous wall shall employ the use of site breaks to punctuate the streetscape.**

Acknowledged. As a multifamily structure we have a high percentage of fenestration visible.

- l. To assure compatible site design and elevations as seen from the water, development adjacent to or visible from waterways may be expected to meet specific requests from the design review board beyond what is outlined in this section.**

Acknowledged.

- (5) *Streetscape improvement guidelines.* Streetscape improvements include those architectural or functional facilities or structures which occur on site but are not part of the building and which contribute to the overall appearance of the development and encourage and facilitate human interaction with the environment. Examples include, but are not limited to decorative light fixtures, fountains, sculpture and other civic art, benches and tables, planters, retaining walls, pedestrian and bicycle paths, bicycle parking structures, trash receptacles and enclosures, vendor areas, bollards and fences. These improvements shall be designed to be consistent with all guidelines of this section, and shall be reviewed for aesthetic functionality and compatibility with the city's design expectations.**

Streetscape improvements that are part of the development proposal will be compliant with the guidelines of this section and will comply, to the greatest degree practicable, with the city's design expectations.

- (6) *Lighting.***

- a. Decorative, low-level intensity, non-concealed source lighting which defines vehicular and/or pedestrian ways may be acceptable if not used as general lighting for a development.**

Acknowledged.

- b. Exterior architectural, display and decorative lighting visible from all public rights-of-way shall be generated from concealed light source, low-level light fixtures. Color lamps shall not be used.**

Our Intent currently is minimal building signage lighting, most likely by gooseneck styled spot lighting. There will most likely be security lighting (wall packs) to highlight area around building perimeter beyond parking area lamp post lighting.

- c. Site lighting shall conform to the provisions of subsection 22-58(d)(8).**

Acknowledged.

(7) Landscaping.

- a. All landscape designs and drawings shall conform to chapter 22, article XII of this Code.**

Acknowledged.

- b. Landscaping for the proposed development shall provide visually harmonious and compatible settings for structures on the same lot as well as adjoining or nearby lots and shall blend with the surrounding landscape. The scale of the proposed landscaping shall be in proportion to the building and to the human scale of the streetscape.**

Landscape material for the proposed development includes native material compatible with surrounding landscape and canopy trees and palms that are in proportion with the proposed improvements and human scale of the street scape and pedestrian walkways.

- c. Screening shall be provided by appropriately designed walls and mature plant materials rather than the construction of berms.**

Existing walls and fencing to be maintained are included within the landscape buffers on the southern and eastern perimeters of the subject site.

(8) Walls and fences.

- a. Walls and fences shall be considered as an integral part of the design proposal and shall generally be constructed of the same material as the first floor of the primary building.**

The existing entry monuments and perimeter fencing are to be modified as needed to reflect the architecture of the proposed improvements.

- b. Concrete walls shall be faced with stuccoed or stone or shall incorporate some perforated pattern cohesive with the design intent. Gates and fences shall be wood, an appropriate composition of iron, metal or aluminum, or masonry piers with wood pickets.**

Our building bases are intermittent stone veneer among the stucco finish everywhere else.

(9) Signs.

- a. Signs will be reviewed for compliance with the guidelines of this section, section 15-6, and for compatibility with the city's developing character.**

Acknowledged.

- b. Signage shall be considered as an external architectural feature consistent with and in proportion to the overall design scheme for new construction and renovation.**

The existing entry signs are to be modified to reflect the architectural style, color and materials of the proposed improvements and in proportion to the overall design scheme.

(10) Awnings.

- a. Awnings shall only be used where architecturally compatible with the building. The shape of the awning and related hardware should be consistent with the architecture of the building as well as proportionate with the scale of the facade and its surroundings regarding design, color, scale and fabric.**

Our lone awnings are located at the primary entrances to the residential buildings only.

- b. Where a single building has several storefronts and tenants, or within a single center, they should all have a consistent design, scale, color scheme, and fabric throughout.**

Acknowledged.

- c. Awning fabric shall be made of non-glossy material, such as treated cotton for durability, and ribbing (seams) should run vertically.**

Not applicable

- d. **Awnings shall not be used as an attention-getting device and should contain only minimal signage on the awning fabric. Awnings should not be backlit; simple down-lighting to illuminate the window, door or sidewalk should be used.**

Entry awnings are intended to be of metal, in the suspended canopy style.

A

(11) Renovations, alterations and/or additions.

- a. **Renovations, alterations and/or additions to existing structures shall be reviewed as minor applications.**

No renovations, alterations, or additions to existing structures are proposed as part of this development, however the existing wall/fence and monument signs will be repaired and will remain on the subject property.

- b. **Such alterations shall be compatible with the city's existing and developing character regarding scale, massing, materials and architectural design referenced in the above sections. Primary elevations of the facade shall be reconstructed, as appropriate, according to the design review guidelines for new development.**

No renovations, alterations, or additions to existing structures are proposed as part of this development.

- c. **Renovation projects shall encompass, where appropriate, the entire site.**

No renovations, alterations, or additions to existing structures are proposed as part of this development.

Regards,



Jerrod Purser, PLA
Project Manager
WGI, Inc.

PROJECT NARRATIVE & COVER LETTER
BLUE SKY LANDING

Development Review | Design Review
Initial Submittal: May 29, 2020

REQUEST

On behalf of the Applicant, WGI is requesting development and design approval for a project known as “Blue Sky Landing” that is to be located on a 9.186-acre vacant parcel (Parcel ID #2419-211-0004-000-8) west of McNeil Road. The Applicant is proposing construction of a 164-unit multifamily, affordable housing development with associated infrastructure at the subject site, to be constructed in two phases of 82 units each. There have been two pre-application meetings held between the development team and the City of Fort Pierce to discuss the development proposal prior to submittal of this request.

SITE CHARACTERISTICS

The site known as “Blue Sky Landing” is located to the west of McNeil Road and consists of 9.186 acres. The Applicant is requesting approval of a 164-unit multifamily residential development, including associated infrastructure and amenities.

At present, the subject property is a vacant heavily vegetated undeveloped lot. The property has a Future Land Use designation of High Density Residential (RH) which allows for a residential density ranging from 12-18 du/ac. The Zoning designation of the subject property is High Density Residential (R-5) which allows for a density of 15 du/ac by right. In conjunction with the density bonus specified in Section 22-72 (2) of the Fort Pierce code of ordinances, an additional density bonus of up to 5 du/ac is permitted for development on the subject site as it is located within ¼ mile of Stop C of the Treasure Coast Connector, Route 3. The proposed density for the subject site is 17.83 du/ac.

The service provider for water and wastewater services for this location is Fort Pierce Utility Authority (FPUA).

The current use of the property to the north of the proposed Blue Sky Landing development is Right-of-Way owned by the Portofino Landings CDD. Farther north there is multifamily residential housing (Sabal Chase). The use to the south is a department store (Wal-Mart), the use to the east is multifamily residential (Portofino Landings). The uses to the west are drainage and a K-8 Public School (Samuel Gaines Academy).

SITE PLAN

The site plan aims to provide visually appealing, well-provisioned, affordable housing to residents of the City of Fort Pierce. Developed according to market analysis and staff feedback during pre-application meetings, the current site plan features contemporary architecture oriented in such a way as to reduce monotony and enhance curb appeal. Proposed amenities include a large recreation area with clubhouse, pool, open space, and substantial lakes with connecting pathways throughout the development. In addition to providing stormwater retention and floodplain compensating storage requirements, the lakes provide aesthetically pleasing views for the residents.

The clubhouse and attached pool deck are centered on the site and abut McNeil Road. This structure will be easily accessible to residents by way of pedestrian walkways throughout the site. As evidenced by the presence of pathways between the lakes and the multifamily structures,

pedestrian connections took precedence in the site design to promote mobility and ease of travel throughout the site and to the abutting Wal-Mart to the south. To allow for more direct access to the goods and services offered by the southern commercial uses, a resident access gate is proposed for the existing wall at the southern perimeter of the property.

The proposed development, to the greatest degree practicable, complies with minimum site design standards for the R-5 zoning district and RH Future Land Use. This includes minimum standards for parking, loading, height, lot coverage, and buffering, in addition to other applicable requirements.

SITE ANALYSIS STUDY BLUE SKY LANDING

Development Review | Design Review
Initial Submittal: May 29, 2020

The following document serves as the required Site Analysis Study for the project known as “Blue Sky Landing” that is to be located on a 9.186-acre vacant parcel (Parcel ID #2419-211-0004-000-8) west of McNeil Road. This document will discuss specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment and other site features that may influence design elements.

Trees and Vegetation

The only native trees on the property are a line of live oaks around the south and east perimeter of the subject parcel. The trees appear to have been planted as part of a landscape buffer during the original development of the land. In addition, there are two clusters of cabbage palms located on either side of the entry signage. The interior of the property was previously cleared and allowed to go fallow. As a result, there is a dense thicket of opportunistic vegetation including Brazilian pepper, Australian pine, cogon grass, saltbush, black nightshade, partridge pea, napier grass, pokeweed, candlesticks, hedgeflower, betony, and beggarweed.

Wetlands

There are no wetlands on the property. The SFWMD permit from 2006 states this and a meeting on May 20th, 2020 with SFWMD staff re-affirmed this stance. The lowest elevation on the site is 13.0’ while the neighboring stormwater retention ponds have a design elevation of 10’ and the canal to the north of the property is approximately 5’ in elevation.

Access

According to the Traffic Impact Report, the project traffic has an insignificant impact on the roadway links and intersections surrounding the site. Access is provided along McNeil Road via the existing driveway on the subject property. In addition to an extensive pedestrian network, a resident access gate is provided to the south of the property at an existing wall, by way of Access Easement ORB 1709 PG 889, to the adjacent Walmart property and commercial properties along Okeechobee Road.

Setbacks

Setbacks for the proposed multifamily buildings part of the development proposal are listed below:

- 67' front setback
- 87' side setback
- 87' rear setback

In addition to the foregoing setbacks, a minimum of 30' separation is provided between the buildings.

Buffers

Landscape buffers provided on the subject site are listed below:

- West- 10' landscape buffer
- East -10' landscape buffer, existing wall to be maintained
- North- 10' landscape buffer
- South- 10' landscape buffer, existing wall to be maintained
- Lakes - 20' lake maintenance easement

It should be noted that the proposed landscape buffer benefits from the existing native live oaks planted along McNeil Road and along the property line to the south proximal to the existing concrete wall. The existing trees planted are in conformance with minimum requirements stipulated in the Fort Pierce code of ordinances.

Views

Views from each structure are described in detail in the section below:

Building A (4 stories, 41 units)- Southern view is toward landscaped open space, pool deck and clubhouse area, northern view is to vacant St. Lucie Co. parcel and vacant Portofino Landings CDD parcel, eastern view is to landscaped open space and McNeil Rd., western is toward landscaped open space, parking and lake.

Building B (4 stories, 41 units)- Southern view is to landscaped open space and tot lot, northern view is to landscaped open space and vacant Portofino Landings CDD parcel, eastern view is to landscaped open space, pool and clubhouse, western view is toward landscaped open space, lakes, and parking area.

Building C (4 stories, 41 units)- southern view is to landscaped open space, northern view is toward tot lot and landscaped open space, eastern view is toward the on-site lake and McNeil Rd., western view is toward the abutting retention area and parking.

Building D (4 stories, 41 units)- southern view is to the landscaped open space, parking area and landscape buffer, northern view is to the on-site lake, pool and clubhouse, eastern view is toward McNeil Rd., and western view is toward landscaped open space.

Orientation

Buildings are oriented in such a way as to reduce monotony and enhance curb appeal. To this end, buildings are placed at angles to one another and face site amenities such as the lakes, landscaped open space, and the clubhouse area.

Surrounding Built Environment

The area surrounding the subject property is largely developed with the exception of the vacant parcel (Parcel ID: 241834300010000) to the north of the subject property. To the north of the subject property there is generally Multifamily Residential with future land use of High Density Residential and Medium Density Residential, and Zoning of Medium Density Residential (R4), to the south of the subject property there is a department store (Wal-Mart), which holds a Future Land Use Designation of General Commercial (GC) and Zoning of General Commercial (C3). To the east of the subject property there is a multifamily residential development (Portofino Landings) which holds a future land use of GC and a zoning of C3. To the west of the subject property there is a retention area associated with the Wal-Mart parcel, and a Public School (Samuel S. Gaines Academy K-8).

Conclusion

The development proposal meets the need for affordable housing in the community while minimizing adverse impacts on the natural and built environment unique to the City of Fort Pierce. Development of the site will not impact existing native trees and will result in the removal of unwanted vegetation. Furthermore, the development proposal fulfills the intended use of the subject property in a manner that will enhance the quality of life of prospective residents through thoughtful site design and architecture. To elaborate, building orientation and views are such that minimizes monotony for pedestrians and for residents of each building while enhancing curb appeal from McNeil Road. Finally, The proposed development, to the greatest degree practicable, complies with minimum site design standards for the R-5 zoning district and RH Future Land Use. This includes minimum standards for parking, loading, height, lot coverage, and buffering, in addition to other applicable requirements.



CONCURRENCY 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) 164*2.6=426.4(persons) *100= 42660 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:	
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			
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/FLU	Enrollment	
**Proposed Zoning/FLU	Enrollment	
**Change in Demand		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units) 164 units - 21.87 yards	
Demand Analysis	Maximum
Current Zoning/FLU	
**Proposed Zoning/FLU	
*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)

NON-RESIDENTIAL DATA					
Type(s) specify	Phase	Square footage	Acres	Expecting beginning date	Expected completion date

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. Yes No

Note: Existing perimeter fence/wall and entrance signs to be remain

- 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

Tax Deed File No. 13-648

Property Identification No. 2419-211-0004-000/8

CORRECTIVE ESCHEATMENT TAX DEED

State of Florida

ST. LUCIE COUNTY

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statutes.

Now, on this 27TH DAY OF OCTOBER, 2017, the undersigned clerk conveys to SAINT LUCIE County through its Board of County Commissioners, whose address is 2300 VIRGINIA AVE, FORT PIERCE, FL 34982 together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situation in SAINT LUCIE County, Florida.

PLEASE SEE ATTACHED FOR LEGAL DESCRIPTION

The Tax Deed recorded in OR BK 4058, Page 1727-1728
File #4365236 is hereby corrected and reinstated via this
Tax Deed.

Witness:

Ana Portilla

ANA PORTILLA
Brittany Jones

BRITTANY JONES

Margaret Rahal

CLERK OF COURT OR COUNTY COMPTROLLER


State of Florida

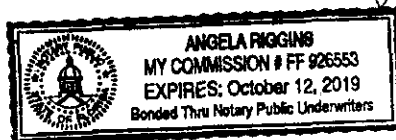
County of ST. LUCIE

On the 27TH DAY OF OCTOBER, 2017, before me personally appeared MARGARET RAHAL, Clerk of the Circuit Court or County Comptroller in and for the State and this County, who is known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Angela Riggins

ANGELA RIGGINS, Notary Public



Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD, TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT, TH S 55 45 47 W 210.34 FT, TH S 52 29 33 W 71.28 FT, TH S 52 29 55 W 230.26 FT, TH S 29 51 40 W 31.18 FT, TH S 52 29 55 W 675.96 FT TO ELY R/W LI OF MCNEIL RD EXTENSION, TH N 37 30 05 W 350 FT, TH S 52 29 55 W 10 FT, TH N 37 30 05 W 230 FT TO CURVE CONC E, R OF 595 FT, TH NLY ALG ARC 441.86 FT, TH N 84 57 07 W 60 FT TO POB AND CURVE CONC E, R OF 655 FT, TH SLY ALG ARC 135.10 FT, TH S 89 21 58 W 391.21 FT, TH N 82 29 17 W 53.44 FT, TH N 05 25 09 E 509.05 FT, TH S 89 01 36 W 313.99 FT, TH N 45 38 03 W 28.13 FT, TH N 00 38 03 W 202.81 FT, TH N 89 01 38 E 671.63 FT TO CURVE CONC NE, R OF 250 FT, TH SELY ALG ARC 129.58 FT, TH S 70 24 24 E 66.44 FT TO CURVE CONC E, R OF 2,103.43 FT, TH SLY ALG ARC 521.35 FT TO POB (9.16 AC) (OR 2483-1661; 3254-1039)

**ST. LUCIE COUNTY
BOARD OF COUNTY
COMMISSIONERS**

CATHY TOWNSEND
CHAIR
DISTRICT 5

CHRIS DZADOVSKY
VICE-CHAIR
DISTRICT 1

SEAN MITCHELL
DISTRICT 2

LINDA BARTZ
DISTRICT 3

FRANNIE HUTCHINSON
DISTRICT 4

DAN MCINTYRE
COUNTY ATTORNEY

MAILING ADDRESS
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982

PHONE
(772) 462-1156

TDD
(772) 462-1428

FAX
(772) 462-2131

E-MAIL
PHELANK@STLUCIECO.ORG

WEBSITE
WWW.STLUCIECO.GOV

March 4, 2020

Jennifer Hofmeister, AICP, LCAM
Planning Director
City of Fort Pierce Planning Department
100 North U.S. Highway One
Fort Pierce, FL 34950

Dear Ms. Hofmeister:

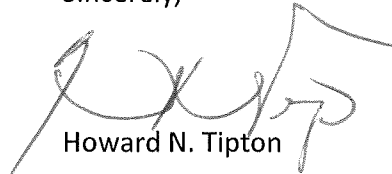
Re: Blue McNeil One, LLC – Development Application Authorization

On August 19, 2019, St. Lucie County entered into a Ground Lease Agreement with Blue McNeil One, LLC for the development of a housing project on approximately 4 +/- acres within a larger tract owned by the County (Parcel ID: 2419-211-0004-000-8). The property is located within the City of Fort Pierce. The lease provides for Blue McNeil One, LLC to pursue development approvals from the City for the project. In order to facilitate submission of planning and related documents, this letter shall serve as authorization for Blue McNeil One, LLC to sign applications and related documents required for the City's development review process. In conjunction with the City's project review, please copy the County's Community Service Director with any correspondence related to the project at the following address:

Diana Wesloski
St. Lucie County Community Services Director
2300 Virginia Avenue
Fort Pierce, FL 34982

If you require anything further regard to this matter, please do not hesitate to contact me or Ms. Wesloski.

Sincerely,



Howard N. Tipton

HNT/kp

Copies to: County Attorney
Community Services Director
Planning and Development Services Director
Frank Cornier, Blue Sky Communities



Jerrod Purser
Project Manager
WGI, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411

Jennifer Hofmeister
Planning Director
100 N U.S. Highway 1
Fort Pierce, FL 34950

May 29, 2020

RE: Statement describing in detail: character and intended use

Dear Ms. Hofmeister,

On behalf of the Applicant, WGI is requesting development and design approval for a project known as “Blue Sky Landing” that is to be located on a 9.186-acre vacant parcel (Parcel ID #2419-211-0004-000-8) west of McNeil Road. The Applicant is proposing construction of a 164-unit multifamily, affordable housing development with associated infrastructure at the subject site.

At present, the subject property is a vacant, heavily vegetated undeveloped lot with a Future Land Use designation of High Density Residential (RH) and a zoning designation of High Density Residential (R-5). The site is located proximal to Stop C of the Treasure Coast Connector, Route 3 allowing for a density bonus to support the development proposal.

The site plan aims to provide visually appealing, well-provisioned, affordable housing to residents of the City of Fort Pierce. Developed according to market analysis and staff feedback during pre-application meetings, the current site plan features contemporary architecture oriented in such a way as to reduce monotony and enhance curb appeal. Proposed amenities include a large recreation area with clubhouse, pool, open space, and substantial lakes with connecting pathways throughout the development. In addition to providing stormwater retention and floodplain compensating storage requirements, the lakes provide aesthetically pleasing views for the residents.

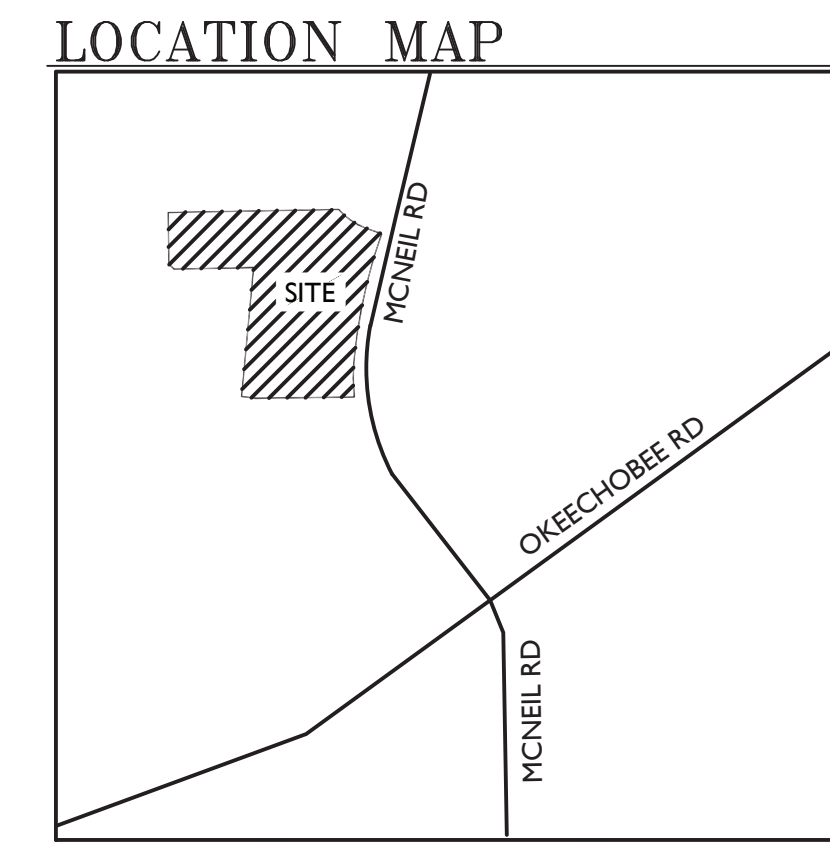
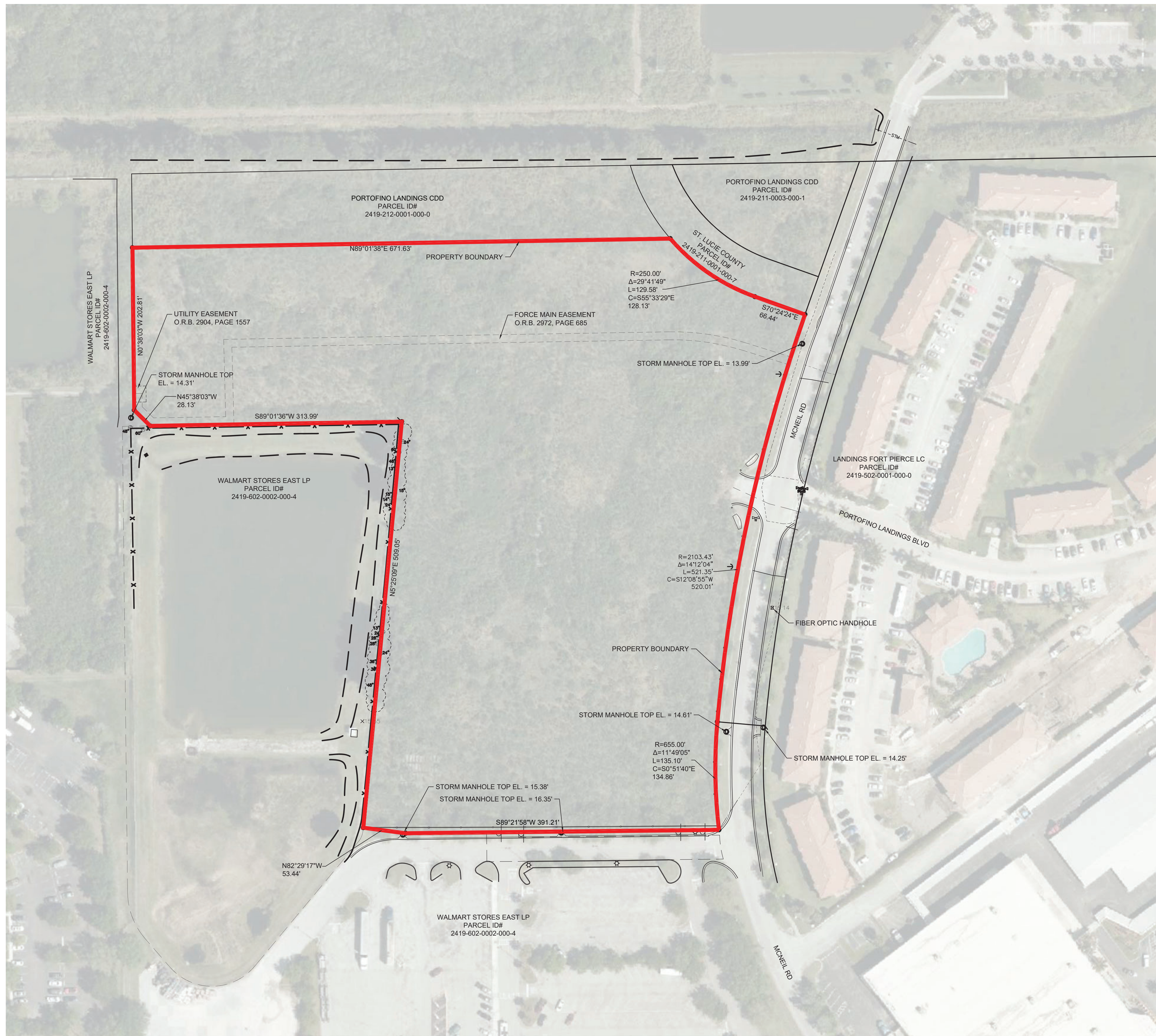
The clubhouse and attached pool deck are centered on the site and abut McNeil Road. This structure will be easily accessible to residents by way of pedestrian walkways throughout the site. As evidenced by the presence of pathways between the lakes and the multifamily structures, pedestrian connections took precedence in the site design to promote mobility and ease of travel throughout the site and to the abutting Wal-Mart to the south. To allow for more direct access to the goods and services offered by the southern commercial uses, a resident access gate is proposed for the existing wall at the southern perimeter of the property.

The proposed development, to the greatest degree practicable, complies with minimum site design standards for the R-5 zoning district and RH Future Land Use. This includes minimum standards for parking, loading, height, lot coverage, and buffering, in addition to other applicable requirements.

Regards,

A handwritten signature in blue ink, appearing to read 'Jerrod Purser', is written over a light blue circular stamp.

Jerrod Purser, PLA
Project Manager
WGI, Inc.



LEGAL DESCRIPTION

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, then N01°20'45"E along the East line of Section 18, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); then S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet; then S55°45'47"W a distance of 210.34 feet; then S52°29'33"W a distance of 71.28 feet; then South 52°29'55" West, a distance of 230.26 feet; then South 29°51'40" West, a distance of 31.18 feet; then South 52°29'55" West, a distance of 675.96 feet to the Easterly right-of-way line of McNeil Road Extension; then along the Easterly right-of-way of McNeil Road Extension the following 4 courses and distances; then North 37°30'05" West, a distance of 350.00 feet; then South 52°29'55" West, a distance of 10.00 feet; then North 37°30'05" West, a distance of 230.00 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 42°32'58"; then Northwesterly along the arc a distance of 441.86 feet; then North 84°57'07" West, a distance of 60.00 feet to the POINT OF BEGINNING of the following described parcel;

To an intersection with a non tangent curve concave to the East, having a radius of 655.00 feet, the chord of which bears South 00°51'40" East, 134.86 feet; then Southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; then South 89°21'58" West, a distance of 391.21 feet; then North 82°29'17" West, a distance of 53.44 feet; then North 05°25'09" East, a distance of 509.05 feet; then South 89°01'36" West, a distance of 313.99 feet; then North 45°38'03" West, a distance of 28.13 feet; then North 00°38'03" West, a distance of 202.81 feet; then North 89°01'38" East, a distance of 671.63 feet to the intersection with a non tangent curve concave to the Northeast, having a radius of 250.00 feet, the chord of which bears South 55°33'29" East, 128.13 feet; then Easterly along the arc of said curve, a distance of 129.58 feet through a central angle of 29°41'49"; then South 70°24'24" East, a distance of 66.44 feet to the intersection with a non tangent curve concave to the East, having a radius of 2,103.43 feet, the chord of which bears South 12°08'55" West, 520.01 feet; then Southerly along the arc of said curve, a distance of 521.35 feet through a central angle of 14°12'04" to the POINT OF BEGINNING.

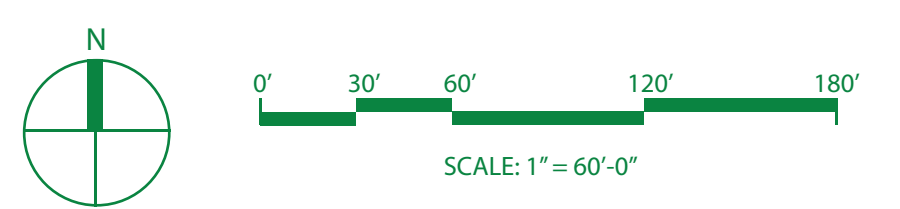
Containing 9.186 acres, more or less.

LEGEND

- ⊙ DENOTES CENTERLINE
- (P) DENOTES PLAT DATA
- (C) DENOTES CALCULATED FROM FIELD MEASUREMENTS
- (D) DENOTES DEED DATA
- TOB DENOTES TOP OF BANK
- TYP DENOTES TYPICAL
- FND DENOTES FOUND
- LB DENOTES LICENSED BUSINESS
- OHU DENOTES OVERHEAD UTILITIES
- POC DENOTES POINT OF COMMENCEMENT
- (BB) DENOTES BEARING BASIS
- C DENOTES CHORD BEARING & DISTANCE
- UE DENOTES UTILITY EASEMENT
- PLS DENOTES PROFESSIONAL LAND SURVEYOR
- IP DENOTES IRON PIPE
- IR DENOTES IRON ROD
- CM DENOTES CONCRETE MONUMENT
- CONC DENOTES CONCRETE
- IR & C DENOTES 5/8" IRON ROD & CAP
- Δ DENOTES CENTRAL ANGLE
- R DENOTES RADIUS
- Δ DENOTES ARC LENGTH
- ORB DENOTES OFFICIAL RECORDS BOOK
- ± DENOTES PLUS OR MINUS
- No. DENOTES NUMBER
- POB DENOTES POINT OF BEGINNING
- PK & D DENOTES P.K. NAIL AND DISK
- CMP DENOTES CORRUGATED METAL PIPE
- RCP DENOTES REINFORCED CONCRETE PIPE
- No ID DENOTES NO IDENTIFICATION NUMBER
- PRM DENOTES PERMANENT REFERENCE MONUMENT
- ⊙ DENOTES SEWER VALVE
- ⊙ DENOTES WATER VALVE
- ⊙ DENOTES ELEVATION (TYPICAL)
- ⊙ DENOTES WATER METER

TREE LEGEND

- ⊙ = PALM TREE
- ⊙ = PINE TREE
- ⊙ = OAK TREE
- ⊙ = AUSTRALIAN PINE TREE
- ⊙ = BUSH



Property Identification

Site Address: OKEECHOBEE RD
Parcel ID: 2419-211-0004-000-8
Account #: 174088
Map ID: 24/19N
Use Type: 1000
Zoning: General Co
City/County: Fort Pierce

Ownership

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Legal Description

19 35 40 FROM NE COR OF SEC RUN N 01 20 45 E ALG E LI OF SEC 357.81 FT TO N RD R/W LI OF OKEE RD, TH S 52 29 55 W ALG NLY R/W LI 2102.04 FT, TH S 55 45 47 W 210.34 FT, TH S 52 29 33 W 71.28 FT, TH S 52 29 55 W 230.26 FT, TH S 29 51 40 W 31.18 FT, TH S 52 29 55 W 675.96 FT TO ELY R/W LI OF MCNEIL RD EXTENSION, TH N 37 30 05 W 350 FT, TH S 52 29 55 W 10 FT, TH N 37 30 05 W 230 FT TO CURVE CONC E,R OF 595 FT, TH NLY ALG ARC 441.86 FT, TH N 84 57 07 W 60 FT TO POB AND CURVE CONC E,R OF 655 FT, TH SLY ALG ARC 135.10 FT, TH S 89 21 58 W 391.21 FT, TH N 82 29 17 W 53.44 FT, TH N 05 25 09 E 509.05 FT, TH S 89 01 36 W 313.99 FT, TH N 45 38 03 W 28.13 FT, TH N 00 38 03 W 202.81 FT, TH N 89 01 38 E 671.63 FT TO CURVE CONC NE,R OF 250 FT, TH SELY ALG ARC 129.58 FT, TH S 70 24 24 E 66.44 FT TO CURVE CONC E,R OF 2,103.43 FT, TH SLY ALG ARC 521.35 FT TO POB (9.16 AC)



Current Values

Just/Market Value: \$698,300
Assessed Value: \$698,300
Exemptions: \$698,300
Taxable Value: \$0

Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 9.16
Land Size (SF): 399,010

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 27, 2017
Book/Page: 4217 / 2629
Sale Code: 0111
Deed: TD
Grantor: Board of County Commissioners of St Lucie Cty
Price: \$0

Date: Jul 28, 2017
Book/Page: 4058 / 1727
Sale Code: 0111
Deed: TD

Grantor:	Prime Homes At Portofino Landings Ltd
Price:	\$0
Date:	Jan 30, 2006
Book/Page:	3254 / 1039
Sale Code:	XX03
Deed:	SP
Grantor:	Portofino Landings CDD
Price:	\$0
Date:	Jan 30, 2006
Book/Page:	2483 / 1661
Sale Code:	XX02
Deed:	SP
Grantor:	2890 Inc
Price:	\$5,100,000

Building Information (1 of 1)

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	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

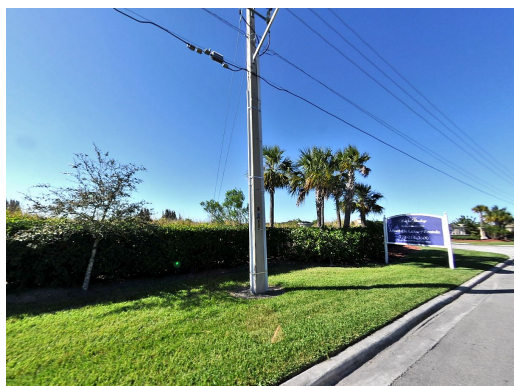


Image
or
Sketch
unavailable
for display

Special Features and Yard Items

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$0					
Land:	\$698,300	2019	2018	8500	St Lucie County	\$698,300
Just/Market:	\$698,300					
Ag Credit:	\$0					

Save Our Homes or 10% Cap: \$0
Assessed: \$698,300
Exemption(s): \$698,300
Taxable: \$0

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	9.16001	North St. Lucie Water Management District	\$160.30
Start Year	AssessCode	Units	Description	Amount
2018	4060	0	Portofino Landings CDD	\$0.00

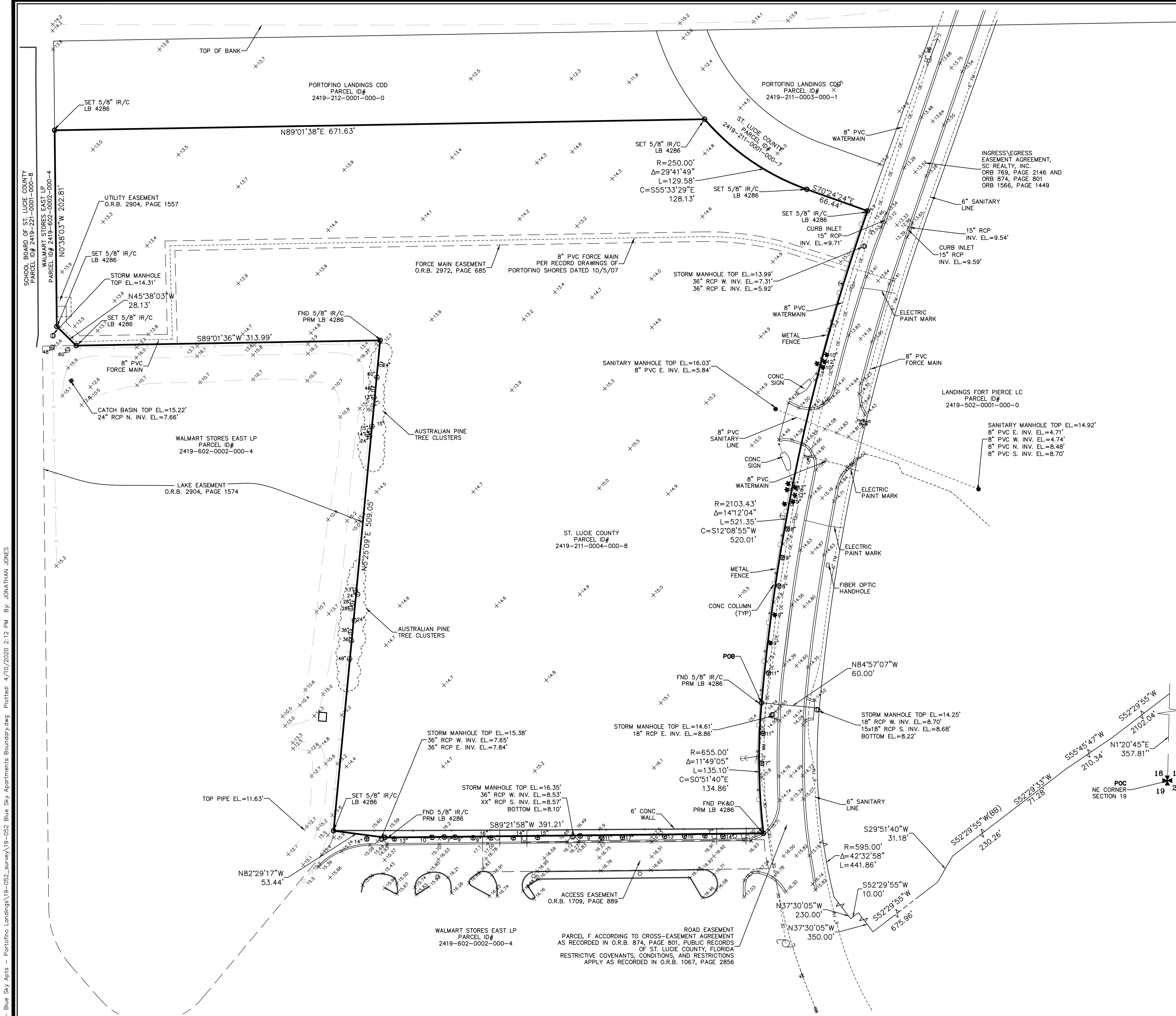
This does not necessarily represent the total Special Assesments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office ☐.

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.
© Copyright 2020 Saint Lucie County Property Appraiser. All rights reserved.



LEGAL DESCRIPTION

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45"E along the East line of Section 19, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet; thence S55°45'47"W a distance of 210.34 feet; thence S52°29'33"W a distance of 71.28 feet; thence South 52°29'55" West, a distance of 230.26 feet; thence South 29°51'40" West, a distance of 31.18 feet; thence South 52°29'55" West, a distance of 675.96 feet to the Easterly right-of-way line of McNeil Road Extension; thence along the Easterly right-of-way of McNeil Road Extension the following 4 courses and distances; thence North 37°30'05" West, a distance of 350.00 feet; thence South 52°29'55" West, a distance of 10.00 feet; thence North 37°30'05" West, a distance of 230.00 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 42°32'58"; thence Northwesterly along the arc a distance of 441.86 feet; thence North 84°57'07" West, a distance of 60.00 feet to the POINT OF BEGINNING of the following described parcel;

To an intersection with a non tangent curve concave to the East, having a radius of 655.00 feet, the chord of which bears South 00°51'40" East, 134.86 feet; thence Southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; thence South 89°21'58" West, a distance of 391.21 feet; thence North 82°29'17" West, a distance of 53.44 feet; thence North 05°25'09" East, a distance of 509.05 feet; thence South 89°01'36" West, a distance of 313.99 feet; thence North 45°38'03" West, a distance of 28.13 feet; thence North 00°38'03" West, a distance of 202.81 feet; thence North 89°01'38" East, a distance of 671.63 feet to the intersection with a non tangent curve concave to the Northeast, having a radius of 250.00 feet, the chord of which bears South 55°33'29" East, 128.13 feet; thence Easterly along the arc of said curve, a distance of 129.58 feet through a central angle of 29°41'49"; thence South 70°24'24" East, a distance of 66.44 feet to the intersection with a non tangent curve concave to the East, having a radius of 2,103.43 feet, the chord of which bears South 12°08'55" West, 520.01 feet; thence Southerly along the arc of said curve, a distance of 521.35 feet through a central angle of 14°12'04" to the POINT OF BEGINNING.

Containing 9.186 acres, more or less.

NOTES:

- Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
- Description shown herein provided by the client and/or their agent.
- The last date of field work was January 20, 2020.
- Overall parcel contains 9.186 Acres, more or less.
- Elevations shown hereon are referenced to the North American Vertical Datum (N.A.V.D.) of 1988 as established by Florida Department of Transportation, using benchmark 9496X020, having a published elevation of 14.586 feet.
- Bearings shown hereon are relative to the Northerly right-of-way of Okeechobee Road having a bearing of S52°29'55"W.
- Drainage and sewer pipe sizes and connections between structures have been compiled from various maps and field observations with limited visibility. These connections are believed to be accurate, however cannot be relied upon therefore is not certified by this survey. Invert elevations may vary when pipe openings is recessed.
- Said described property appears to be located within an area having a Flood Zone Designation "X" and "AE", on Flood Rate Map No.1211100167 J with a date of identification of February 16, 2012, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated. No additional search of the public records has been performed. There may be additional map amendments affecting this property.
- 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.
- This survey has the benefit of a commitment by First American Title Insurance Company File No. 2037-4550456 with an effective date of December 01, 2019, @ 8:00am. The exceptions listed on this survey are from Schedule B-Section 2 of the Title Commitment above. The applicability of the title exceptions shown on this survey only indicate that the lands described in the title exception document describe lands contained within the boundary survey description but is not to be construed as validating the legality of the exception itself.
- Features shown hereon were acquired using RTK GPS and trigonometric methods and were verified through a redundancy of measurements for accuracy.

LEGEND

- ⊙ DENOTES CENTERLINE
- (P) DENOTES PLAT DATA
- (D) DENOTES CALCULATED FROM FIELD MEASUREMENTS
- (C) DENOTES DEED DATA
- TOB DENOTES TOP OF BANK
- TYP DENOTES TYPICAL
- FND DENOTES FOUND
- LB DENOTES LICENSED BUSINESS
- OE DENOTES OVERHEAD UTILITIES
- POC DENOTES POINT OF COMMENCEMENT
- (BB) DENOTES BEARING BASIS
- C DENOTES CHORD BEARING & DISTANCE
- UE DENOTES UTILITY EASEMENT
- PLS DENOTES PROFESSIONAL LAND SURVEYOR
- IP DENOTES IRON PIPE
- IR DENOTES IRON ROD
- CM DENOTES CONCRETE MONUMENT
- CONC DENOTES CONCRETE
- IR & C DENOTES 5/8" IRON ROD & CAP
- Δ DENOTES CENTRAL ANGLE
- R DENOTES RADIUS
- L DENOTES ARC LENGTH
- ORB DENOTES OFFICIAL RECORDS BOOK
- ± DENOTES PLUS OR MINUS
- No. DENOTES NUMBER
- POB DENOTES POINT OF BEGINNING
- PK & D DENOTES P.K. NAIL AND DISK
- CMP DENOTES CORRUGATED METAL PIPE
- RCP DENOTES REINFORCED CONCRETE PIPE
- No ID DENOTES NO IDENTIFICATION NUMBER
- ⊗ DENOTES SEWER VALVE
- ⊗ DENOTES WATER VALVE
- ⊗ DENOTES ELEVATION (TYPICAL)
- ⊗ DENOTES WATER METER
- ⊗ DENOTES STREET SIGN
- ⊗ DENOTES CONCRETE POWER POLE
- ⊗ DENOTES GUY ANCHOR

TREE LEGEND

- ⊗ = PALM TREE
- ⊗ = PINE TREE
- ⊗ = OAK TREE
- ⊗ = AUSTRALIAN PINE TREE
- ⊗ = BUSH

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
19-052 BS BNDY	1706/79
	1907/01-02

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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -		BY	DATE

FIELD	SG	DATE
CALCS.		1-17-20
DRAWN	GLM	2-5-20
CHECKED		
APPROVED		

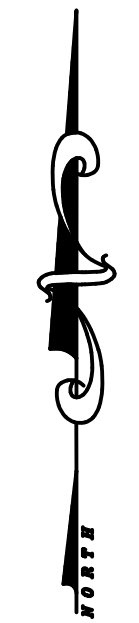
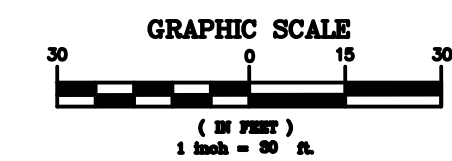
BOUNDARY, TOPOGRAPHIC & TREE SURVEY

PREPARED FOR
BLUE SKY APARTMENTS

DATE: 02-05-2020
HORIZ. SCALE: 1"=50'
VERT. SCALE: N/A

JOB No. 19-052

SHEET 1 OF 1



LEGAL DESCRIPTION

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45"E along the East line of Section 18, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet; thence S55°45'47"W a distance of 210.34 feet; thence S52°29'33"W a distance of 71.28 feet; thence South 52°29'55" West, a distance of 230.26 feet; thence South 29°51'40" West, a distance of 31.18 feet; thence South 52°29'55" West, a distance of 675.96 feet to the Easterly right-of-way line of McNeil Road Extension; thence along the Easterly right-of-way of McNeil Road Extension the following 4 courses and distances; thence North 37°30'05" West, a distance of 350.00 feet; thence South 52°29'55" West, a distance of 10.00 feet; thence North 37°30'05" West, a distance of 230.00 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 42°32'58"; thence Northwesterly along the arc a distance of 441.86 feet; thence North 84°57'07" West, a distance of 60.00 feet to the POINT OF BEGINNING of the following described parcel;

To an intersection with a non tangent curve concave to the East, having a radius of 655.00 feet, the chord of which bears South 00°51'40" East, 134.86 feet; thence Southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; thence South 89°21'58" West, a distance of 391.21 feet; thence North 82°29'17" West, a distance of 53.44 feet; thence North 05°25'09" East, a distance of 509.05 feet; thence South 89°01'36" West, a distance of 313.99 feet; thence North 45°38'03" West, a distance of 28.13 feet; thence North 00°38'03" West, a distance of 202.81 feet; thence North 89°01'38" East, a distance of 671.63 feet to the intersection with a non tangent curve concave to the Northeast, having a radius of 250.00 feet, the chord of which bears South 55°33'29" East, 128.13 feet; thence Easterly along the arc of said curve, a distance of 129.58 feet through a central angle of 29°41'49"; thence South 70°24'24" East, a distance of 66.44 feet to the intersection with a non tangent curve concave to the East, having a radius of 2,103.43 feet, the chord of which bears South 12°08'55" West, 520.01 feet; thence Southerly along the arc of said curve, a distance of 521.35 feet through a central angle of 141°2'04" to the POINT OF BEGINNING.

Containing 9.186 acres, more or less.

NOTES:

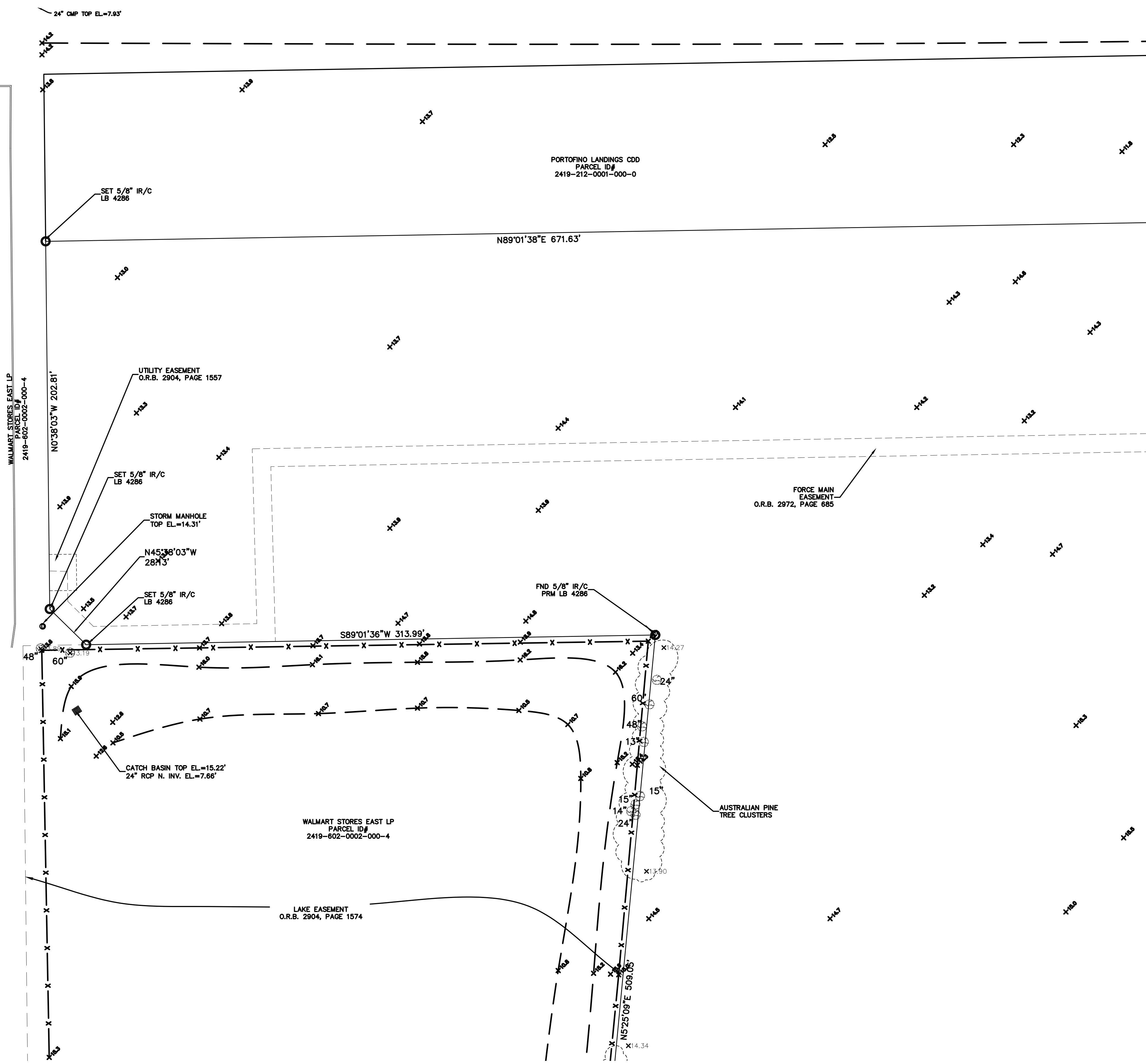
- 1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Description shown hereon provided by the client and/or their agent.
- 3) The last date of field work was January 20, 2020.
- 4) Overall parcel contains 9.186 Acres, more or less.
- 5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
- 6) Elevations shown hereon are based on the FDOT benchmark 9496X020 with a published elevation of 14.586 feet based on the North American Vertical Datum (N.A.V.D.) of 1988.
- 7) Bearings shown hereon are relative to the Northerly right-of-way of Okeechobee Road having a bearing of S52°29'55"W.
- 8) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
- 9) Said described property appears to be located within an area having a Flood Zone Designation "X" and "AE", on Flood Rate Map No.12111C0167 J with a date of identification of February 16, 2012, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated. No additional search of the public records has been performed. There may be additional map amendments affecting this property.
- 10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 11) First American Title Insurance Company File No. 2037-4550456, Commitment Date December 01, 2019, @ 8:00am has been reviewed and incorporated into this survey.

LEGEND

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- (P) DENOTES PLAT DATA
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- TOB DENOTES TOP OF BANK
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- ⊙ DENOTES WATER VALVE
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- ⊙ DENOTES WATER METER

TREE LEGEND

- ⊙ = PALM TREE
- ⊙ = PINE TREE
- ⊙ = OAK TREE
- ⊙ = AUSTRALIAN PINE TREE
- ⊙ = BUSH



THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
19-052 BS BNDY	1706/79
	1907/01-02

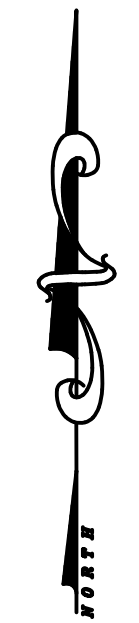
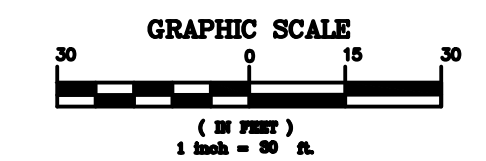
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- REVISIONS -		BY	DATE

FIELD	BY	DATE
SC	1-17-20	
GLM	2-5-20	

BOUNDARY, TOPOGRAPHIC & TREE SURVEY
PREPARED FOR
BLUE SKY APARTMENTS

DATE: 02-05-2020
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 19-052
SHEET 1 OF 3



LEGAL DESCRIPTION

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45"E along the East line of Section 18, Township 35 South Range 40 East, a distance of 357.81 feet to the point of intersection with the Northerly right-of-way line of Okeechobee Road (AKA S.R. 70); thence S52°29'55"W along said northerly right-of-way line a distance of 2102.04 feet; thence S55°45'47"W a distance of 210.34 feet; thence S52°29'33"W a distance of 71.28 feet; thence South 52°29'55" West, a distance of 230.26 feet; thence South 29°51'40" West, a distance of 31.18 feet; thence South 52°29'55" West, a distance of 675.96 feet to the Easterly right-of-way line of McNeil Road Extension; thence along the Easterly right-of-way of McNeil Road Extension the following 4 courses and distances; thence North 37°30'05" West, a distance of 350.00 feet; thence South 52°29'55" West, a distance of 10.00 feet; thence North 37°30'05" West, a distance of 230.00 feet to a point of curve to the right having a radius of 595.00 feet and a central angle of 42°32'58"; thence Northwesterly along the arc a distance of 441.86 feet; thence North 84°57'07" West, a distance of 60.00 feet to the POINT OF BEGINNING of the following described parcel;

To an intersection with a non tangent curve concave to the East, having a radius of 655.00 feet, the chord of which bears South 00°51'40" East, 134.86 feet; thence Southerly along the arc of said curve, a distance of 135.10 feet through a central angle of 11°49'05"; thence South 89°21'58" West, a distance of 391.21 feet; thence North 82°29'17" West, a distance of 53.44 feet; thence North 05°25'09" East, a distance of 509.05 feet; thence North 89°01'36" West, a distance of 313.99 feet; thence North 45°38'03" West, a distance of 28.13 feet; thence North 00°38'03" West, a distance of 202.81 feet; thence North 89°01'38" East, a distance of 671.63 feet to the intersection with a non tangent curve concave to the Northeast, having a radius of 250.00 feet, the chord of which bears South 55°33'29" East, 128.13 feet; thence Easterly along the arc of said curve, a distance of 129.58 feet through a central angle of 29°41'49"; thence South 70°24'24" East, a distance of 66.44 feet to the intersection with a non tangent curve concave to the East, having a radius of 2,103.43 feet, the chord of which bears South 12°08'55" West, 520.01 feet; thence Southerly along the arc of said curve, a distance of 521.35 feet through a central angle of 141°2'04" to the POINT OF BEGINNING.

Containing 9.186 acres, more or less.

NOTES:

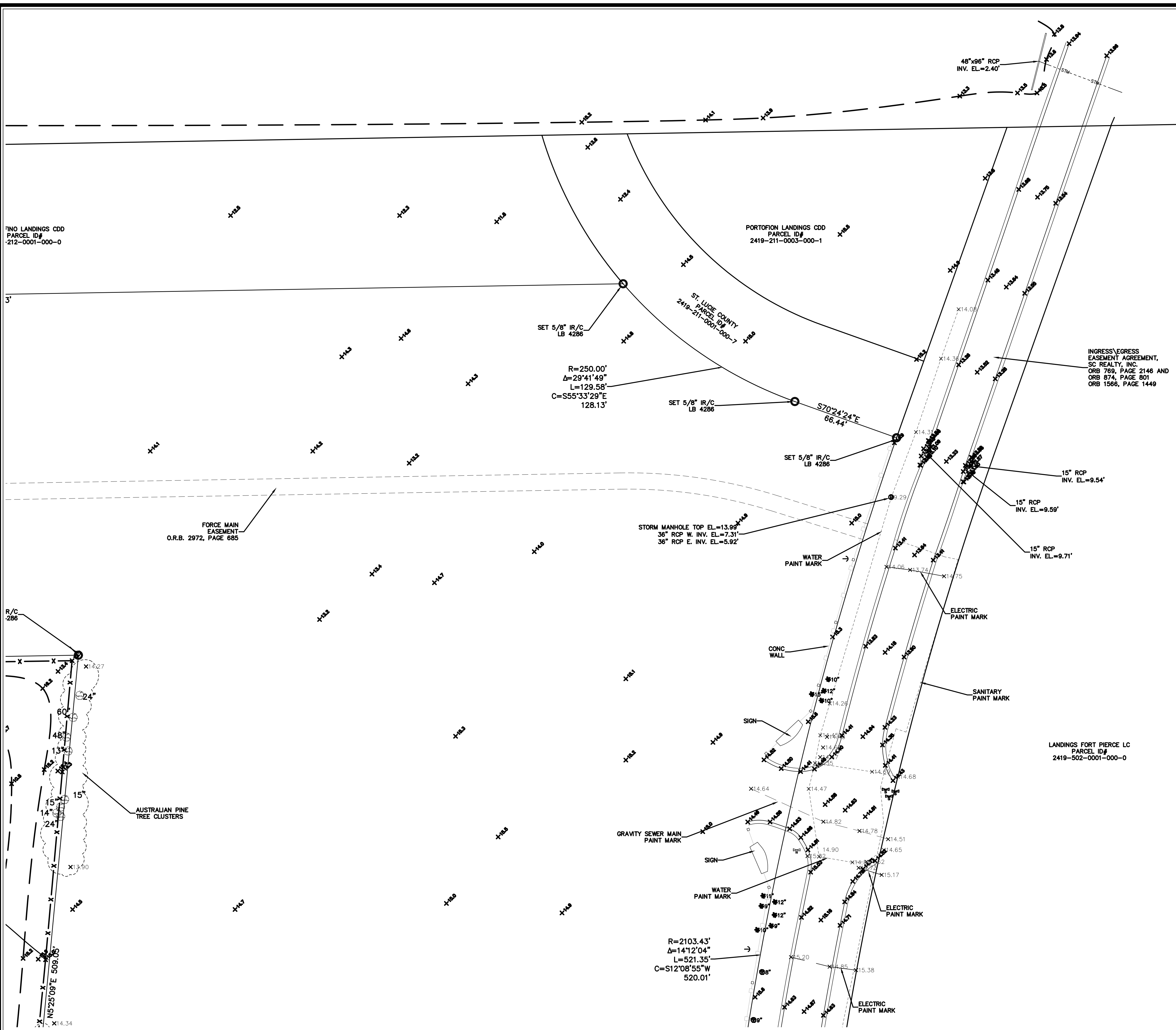
- 1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Description shown hereon provided by the client and/or their agent.
- 3) The last date of field work was January 20, 2020.
- 4) Overall parcel contains 9.186 Acres, more or less.
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- 6) Elevations shown hereon are based on the FDOT benchmark 9496X020 with a published elevation of 14.586 feet based on the North American Vertical Datum (N.A.V.D.) of 1988.
- 7) Bearings shown hereon are relative to the Northerly right-of-way of Okeechobee Road having a bearing of S52°29'55"W.
- 8) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
- 9) Said described property appears to be located within an area having a Flood Zone Designation "X" and "AE", on Flood Rate Map No.1211100167 J with a date of identification of February 16, 2012, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated. No additional search of the public records has been performed. There may be additional map amendments affecting this property.
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- 11) First American Title Insurance Company File No. 2037-4550456, Commitment Date December 01, 2019, @ 8:00am has been reviewed and incorporated into this survey.

LEGEND

- ⊙ DENOTES CENTERLINE
- (P) DENOTES PLAT DATA
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- ⊙ DENOTES WATER METER

TREE LEGEND

- ⊙ = PALM TREE
- ⊙ = PINE TREE
- ⊙ = OAK TREE
- ⊙ = AUSTRALIAN PINE TREE
- ⊙ = BUSH



C:\working\w\christian.bryant\19-052 Blue Sky Apartments Boundary-Draft.dwg Plotted: 5/22/2020 12:36 PM By: CHRISTIAN BRYANT

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

COMPUTER FILE REF.	FIELD BK./PG.
19-052 BS BNDY	1706/79
	1907/01-02

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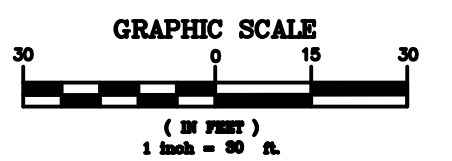
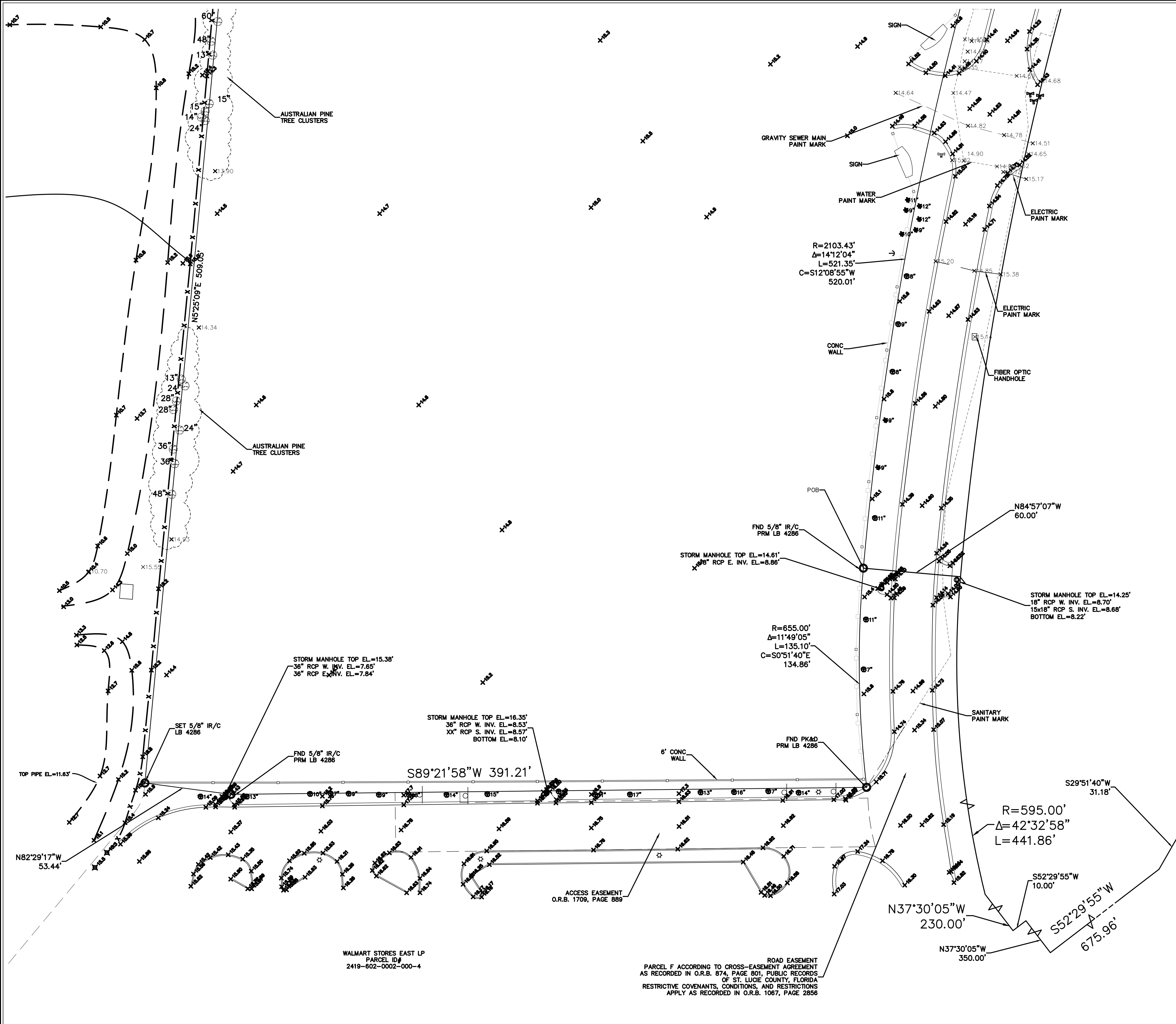
- REVISIONS -		BY	DATE

FIELD	BY	DATE
SG	1-17-20	
CALCS.		
DRAWN	GLM	2-5-20
DETAILED		
CHECKED		
APPROVED		

BOUNDARY, TOPOGRAPHIC & TREE SURVEY

PREPARED FOR
BLUE SKY APARTMENTS

DATE: 02-05-2020
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 19-052
SHEET 2 OF 3



LEGAL DESCRIPTION

A parcel of land lying in Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 19, thence N01°20'45\"/>

To an intersection with a non tangent curve concave to the East, having a radius of 655.00 feet, the chord of which bears South 00°51'40\"/>

Containing 9.186 acres, more or less.

NOTES:

- 1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Description shown hereon provided by the client and/or their agent.
- 3) The last date of field work was January 20, 2020.
- 4) Overall parcel contains 9.186 Acres, more or less.
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- 7) Bearings shown hereon are relative to the Northerly right-of-way of Okeechobee Road having a bearing of S52°29'55\"/>

LEGEND

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- CONC DENOTES CONCRETE
- IR & C DENOTES 5/8\"/>

TREE LEGEND

- ⊙ = PALM TREE
- ⊙ = PINE TREE
- ⊙ = OAK TREE
- ⊙ = AUSTRALIAN PINE TREE
- ⊙ = BUSH

PARCEL F ACCORDING TO CROSS-EASEMENT AGREEMENT AS RECORDED IN O.R.B. 874, PAGE 801, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA RESTRICTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS APPLY AS RECORDED IN O.R.B. 1067, PAGE 2856

WALMART STORES EAST LP
PARCEL ID#
2419-002-000-00-4

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

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- REVISIONS -		BY	DATE

FIELD	BY	DATE
SG	1-17-20	
CALCS.		
DRAWN	GLM	2-5-20
DETAILED		
CHECKED		
APPROVED		

BOUNDARY, TOPOGRAPHIC & TREE SURVEY

PREPARED FOR
BLUE SKY APARTMENTS

DATE: 02-05-2020
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 19-052
SHEET 3 OF 3

Byron Johnson, C. (unworking)@byronjohnson.com | 954.262.5153 | 305.446.4444 | Website: 5/29/2020 11:41:39 AM | Saved: 5/29/2020 11:46:10 AM

Landscape Planting - Part I. General

I. Description of Work

- A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be utilized for staking and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
- B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
- C. All applicable federal, state and local permits shall be obtained prior to the removal, relocation, or installation of plant materials indicated within the plan documents. D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

II. Applicable Standards

- A. American National Standards for Tree Care Operations, ANSI A300. American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
- B. American Standard for Nursery Stock, ANSI Z60.1. American Nursery and Landscape Association, 1250 Eye Street, NW, Suite 500, Washington, D.C. 20005.
- C. Hortus Third, The Staff of the L.H. Bailey Hortorium, 1976. MacMillan Publishing Co., New York.
- D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
- E. National Arborist Association- Pruning Standards for Shade Trees
- F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

III. Qualifications

- A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
- B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

IV. Requirements of Regulatory Agencies

- A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

V. Submittals

- A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
- B. Samples: Submit samples of all topsoil, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
- C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
- D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.

1. Provide a particle size analysis, including the following gradient of mineral content:

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Coarse Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

2. Provide a chemical analysis, including the following:

- a. pH and buffer pH
- b. Percentage of organic content by oven-dried weight.
- c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
- d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
- e. Cation exchange capacity (CEC).

- E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.

- F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

VI. Utility Verification

- A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

I. Plants

- A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.

- 1. All plant names and descriptions shall be as defined in Hortus Third.
- 2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.

- 3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardness zone of the planting location.

- B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf, free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.

- 1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.

- C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.

- 1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.

- D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not available, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

- E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.

- F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

G. Selection and Tagging

- 1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.

- 2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.

- 3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.

H. Anti-Desiccants

- 1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.

I. Balled and Burlapped (B&B) Plant Materials

- 1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.

J. Container Plants

- 1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.

- 2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.

K. Bareroot and Collected Plants

- 1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
- 2. Bareroot material shall not be dug or installed after bud break or before dormancy.
- 3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.

- L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.

M. Palms

- 1. Coconut Palms shall be grown from a certified seed.
- 2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
- 3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from Palm Beach County or other sandy soils. All Sabal palms shall be Florida Fancy.
- 4. For balled trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
- 5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.

N. Sod

- 1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
- 2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
- 3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.

- O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.

P. Transportation and Storage of Plant Material

- 1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- 2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth loose or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
- 3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
- 4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, and other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

Q. Mechanized Tree Spade Requirements

- Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.

II. Materials for Planting

- A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the Melaleuca quinquervea tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger than 7/8" diameter and 1 1/2" in length. Mulch shall be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign matter that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.

- B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a workable condition free from lumps.

- C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2" a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock. Submit sample for approval.

- D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.

- E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
- F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

III. Materials for Soil Amendment

- A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
- 1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
- 2. pH shall range between 4 and 7.0.
- 3. Submit manufacturer literature for approval.

- B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.

- C. Course Sand: Course concrete sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.75 or greater.
- 1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
- 2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

- D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.

- E. Sulfur: shall be fowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.

- F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

IV. Planting Mix

- A. Planting Mix
 1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
 2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Component	Percent by Volume
Coarse Sand	75%
Peat	25%

- B. Planting mix shall be thoroughly mixed, screened, and shredded.
- C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
- D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic meters (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.

- E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results to the time of mixing.
- F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
- G. Protect the planting mix from erosion prior to installation.

Part 3. Execution

I. Excavation of Planted Areas

- A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.

- B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
- 1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
- 2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
- 3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.

- C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
- 1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
- 2. Save the existing soil to be used as backfill around the tree.
- 3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.

- D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.

- E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for any planting shall be determined by the landscape architect.

II. Installation of Planting Mix

- A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
- B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
- C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
- D. Protect adjacent walks, walks, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete, metal, masonry work, and other items as directed during the progress of the work.
- 1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
- 2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.

- E. Till the subsoil into the bottom layer of topsoil or planting mix.
- 1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rototiller or other suitable device.
- 2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
- 3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
- 4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.

- F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
- 1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
- 2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
- a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
- b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
- c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, fill the soil to a depth required to break the overcompaction.
- d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.

- 3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
- 4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.

- 5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil.
- 6. Soil amendments may be added at the same time that organic matter, when required, is added to the top layer of soil.

- 7. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

III. Fine Grading

- A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.

- B. Fill all dips and remove any bumps in the overall plane of the slope.
- 1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
- 2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
- 3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.

- C. Berming shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any utility, drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

IV. Planting Operations

- A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
- 1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
- 2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in.) at the center of the root ball the tree shall be rejected.

- B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.

- C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out. Pack planting mix around the exposed roots while planting.

- D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-sod backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.

- E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under or bury portions of burlap at top of ball.
- 1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
- 2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.

- F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
- G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
- 1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
- 2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
- 3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.

- H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to avoid joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used at no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.

- I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
- J. Remove all tags, labels, strings, etc. from all plants.
- K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
- L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

V. Relocation of Existing Material:

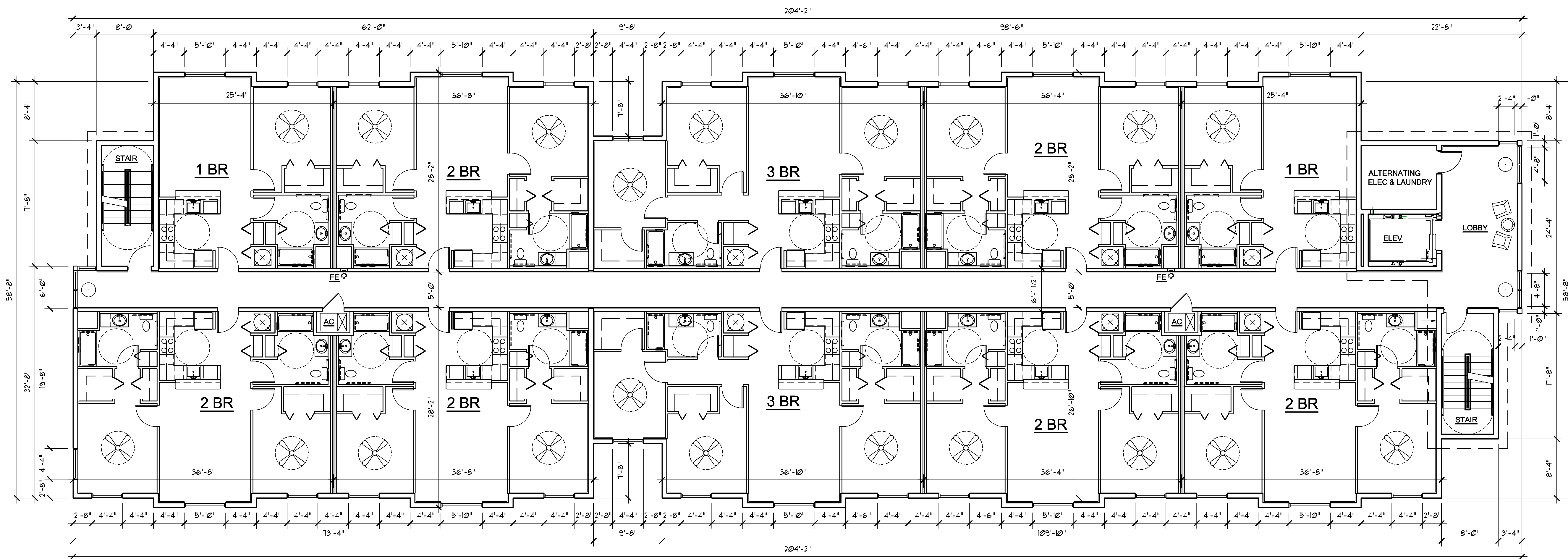
- A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
- 1. Select a healthy tree
- 2. Selectively trim the canopy



EXISTING SIGN

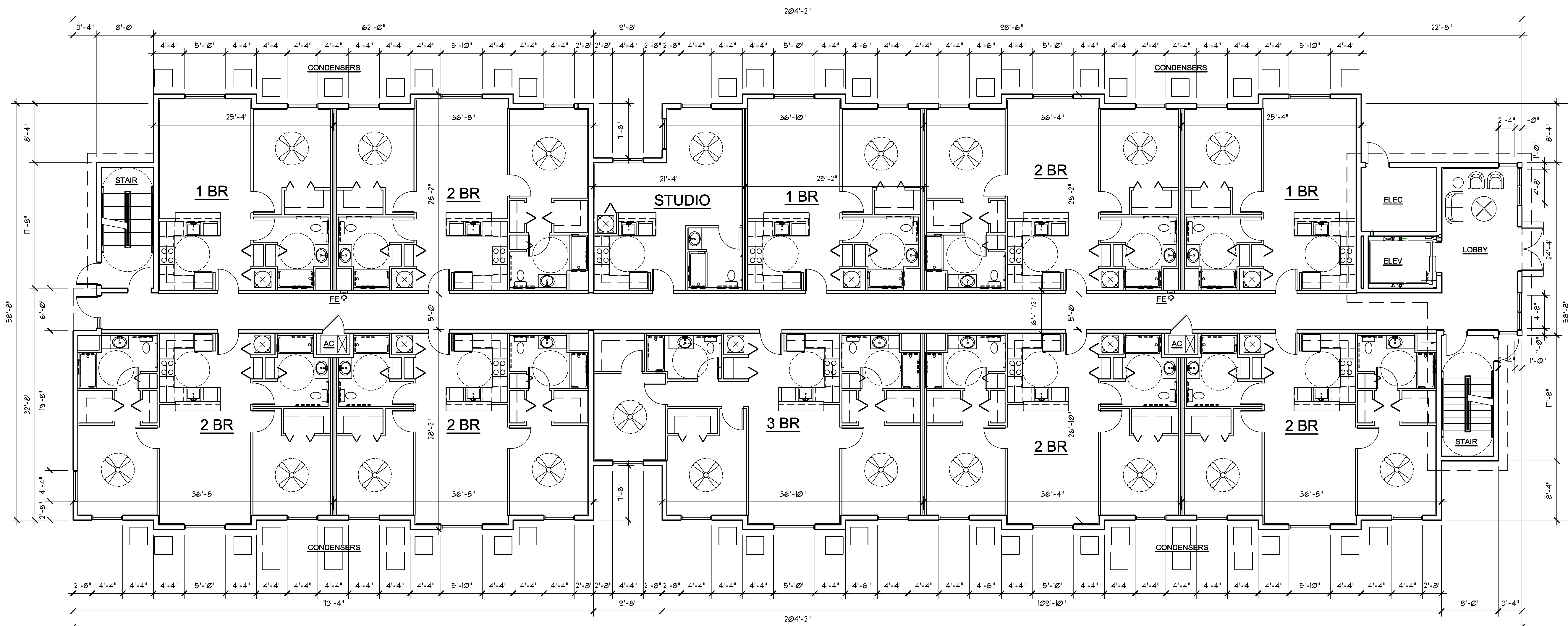


PROPOSED SIGN



TYP FLOOR PLAN - 10 UNITS X 3 FLRS

11,527 GROSS SF TYP FLOOR



GROUND FLOOR PLAN - 11 UNITS

11,507 GROSS SF GROUND FL

TYP BLDG

Blue Sky Landing
 Proposed Multi Family Housing
 McNeil Rd, Fort Pierce, FL 34947

SK-2 Project No. 2020-030C
 Date: May 26, 2020

ARCHITECTONICS
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EXTERIOR (STREET) ELEVATION

ENTRY END ELEVATION



END ELEVATION

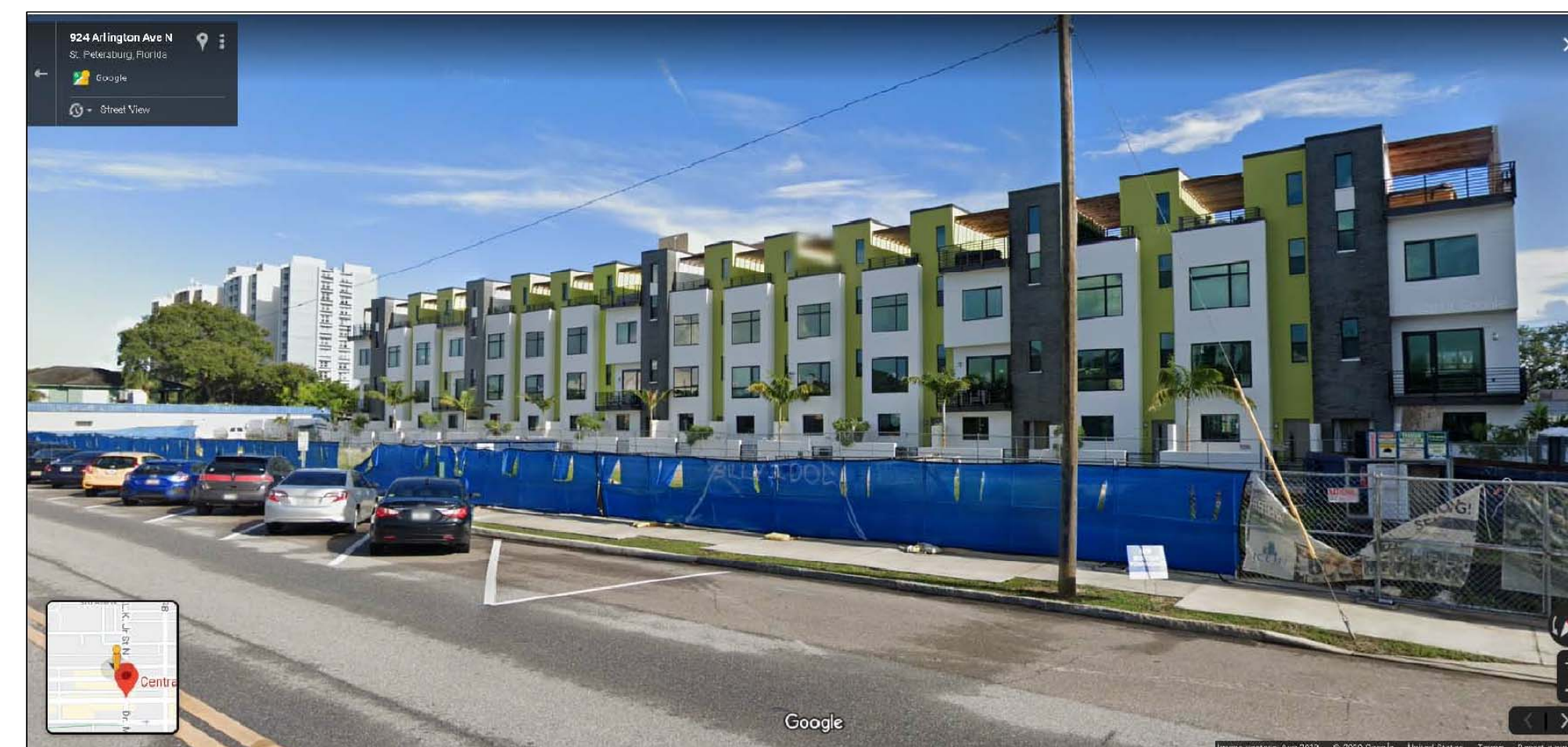
INTERIOR (POND) ELEVATION

- P1 SW 7006 Extra White
Paint on Stucco
- P2 SW 7646 First Star
Paint on Stucco
- MT1 Clear Anodized Alum Finishes
- P3 SW 7650 Ellie Gray
Paint on Stucco
- ST1 NSVI - LedgeStone/Diamond Ridge
- P4 SW 9175 Deep Forset Brown
Paint on Stucco/Trims
- MT2 Dark Bronze - Flashing/Misc
- P5 SW 9032 Stay In Lime
Paint on Stucco

SHERWIN WILLIAMS
COLOR SCHEME



STONE VENEER EXAMPLE



INSPIRATIONAL PRECEDENT

Blue Sky Landing
Proposed Multi Family Housing
McNeil Rd, Fort Pierce, FL 34947

SK-3 Project No. 2020-030C
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257-C1

SW 7006
Extra White

282-C1

SW 7667
Zircon

239-C6

SW 7650
Ellie Gray

252-C4

SW 9175
Deep Forest Brown

149-C4

SW 9032
Stay in Lime

- P1 SW 7006 Extra White
Point on Stucco
- P2 SW 7667 Zircon
Point on Stucco
- MT1 Clear Anodized Alum Finishes
- P3 SW 7650 Ellie Gray
Point on Stucco
- ST1 NSM - LedgeStone/Diamond Ridge
- P4 SW 9175 Deep Forest Brown
Point on Stucco/Trim
- MT2 Dark Bronze - Flashing/Misc
- P5 SW 9032 Stay in Lime
Point on Stucco

**SHERWIN WILLIAMS
COLOR SCHEME**

Blue Sky Landing
Proposed Multi Family Housing
McNeil Rd, Fort Pierce, FL 34947

SK-4 Project No. 2020-030C
Date: May 26, 2020



architects • planners

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Drawing: C:\pwworking\wgi\brian.arnold\d1962584
 \C:\pwworking\wgi\brian.arnold\d1962584\579300-CV-C3D.dwg

Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Proposed to EL-16	full	1.000	1.000	399694.90	3434.42	24511.73	21077.31<Fill>
Existing to EL-16	full	1.000	1.000	400660.28	407.88	20934.00	20526.12<Fill>

Totals				
	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	800355.18	3842.30	45445.73	41603.43<Fill>

* Value adjusted by cut or fill factor other than 1.0

BLUE SKY LANDING

PRELIMINARY FLOODPLAIN COMPENSATION CALCULATIONS

"Fill" represents the storage volume below Base Flood Elevation 16.0 NAVD.

Post Development: 24,511.73 CY

Pre Development: 20,934.00 CY

Floodplain Storage Increase of 3,577.73 CY

**BLUE SKY LANDING
TRAFFIC IMPACT STUDY**

Prepared for

BLUE SKY COMMUNITIES

**PINDER TROUTMAN CONSULTING, INC.
Certificate of Authorization Number: 7989
2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411
(561) 296-9698**

**#PTC20-030
April 27, 2020**

This item has been electronically signed and sealed by Linda Riccardi, P.E. on 4/27/20 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

BLUE SKY LANDING

TRAFFIC IMPACT ANALYSIS

Introduction

Pinder Troutman Consulting, Inc. (PTC) has been retained to conduct a traffic impact analysis for a proposed residential development located in the City of Ft. Pierce. The purpose of this study is to examine the traffic impacts of the proposed development on the surrounding roadway network and to determine compliance with Chapter V – Adequate Public Facilities, of the St. Lucie County Land Development Code and the Transportation Element of the City of Ft Pierce Comprehensive Plan.

Site Data

The site is located on the west side of McNeil Road, north of Okeechobee Road, as shown on Exhibit 1. Proposed access to the site is via one full access driveway connection to McNeil Road. It is proposed to develop 164 multi-family residential units in two phases. Phase 1 consists of 82 multi-family units to be completed by 2022 and Phase 2 consists of 82 multi-family units to be completed by 2023. The site is currently vacant. Issues related to driveway location, turn lanes and geometrics would be addressed during final design. Any reference to intersection geometrics is conceptual in nature and subject to final design and approval by others. A buildout year of 2023 for the entire project is proposed.

Existing Traffic Conditions

The latest available daily and peak hour traffic volumes and adopted level of service volumes for the surrounding roadway network were used. The source of the level of service volumes for the links is the St. Lucie Transportation Planning Organization (TPO) “Traffic Counts and Level of Service Report Fall 2019/Winter 2020” which is provided in Appendix A.

Roadway Improvements

The Transportation Improvement Program from the St. Lucie TPO was reviewed to determine if any roadways within the study area are scheduled to be improved. There are no roadway widening projects funded and assured in the impact area.

Trip Generation

The Institute of Transportation Engineers (ITE), Trip Generation, 10th Edition was reviewed to determine an appropriate trip generation rate for the proposed project. Exhibit 2 provides the daily, AM and PM peak hour trip generation data for the proposed development. Based on the net external daily trip generation of 892 and the St. Lucie County TPO standards, a one mile Radius of Area of Influence was utilized.

Trip Distribution and Assignment

A directional distribution was developed based on a review of land use patterns, approved traffic studies in the area and existing travel patterns. The project traffic distribution is shown on Exhibit 3A. Exhibits 3B and 3C show the assignment of AM and PM peak hour project traffic on the surrounding roadway network, as well as the project's impact percentage (% of peak hour directional service volume) to determine project significance. Project traffic is considered to be significant on the directly accessed Major Road where Project traffic consumes one percent or more of the directional capacity, and on any other Major Road within one mile where Project traffic consumes five percent or more of the directional capacity. As shown on Exhibits 3B and 3C, the project has an insignificant impact on all roadways within the Radius of Area of Influence.

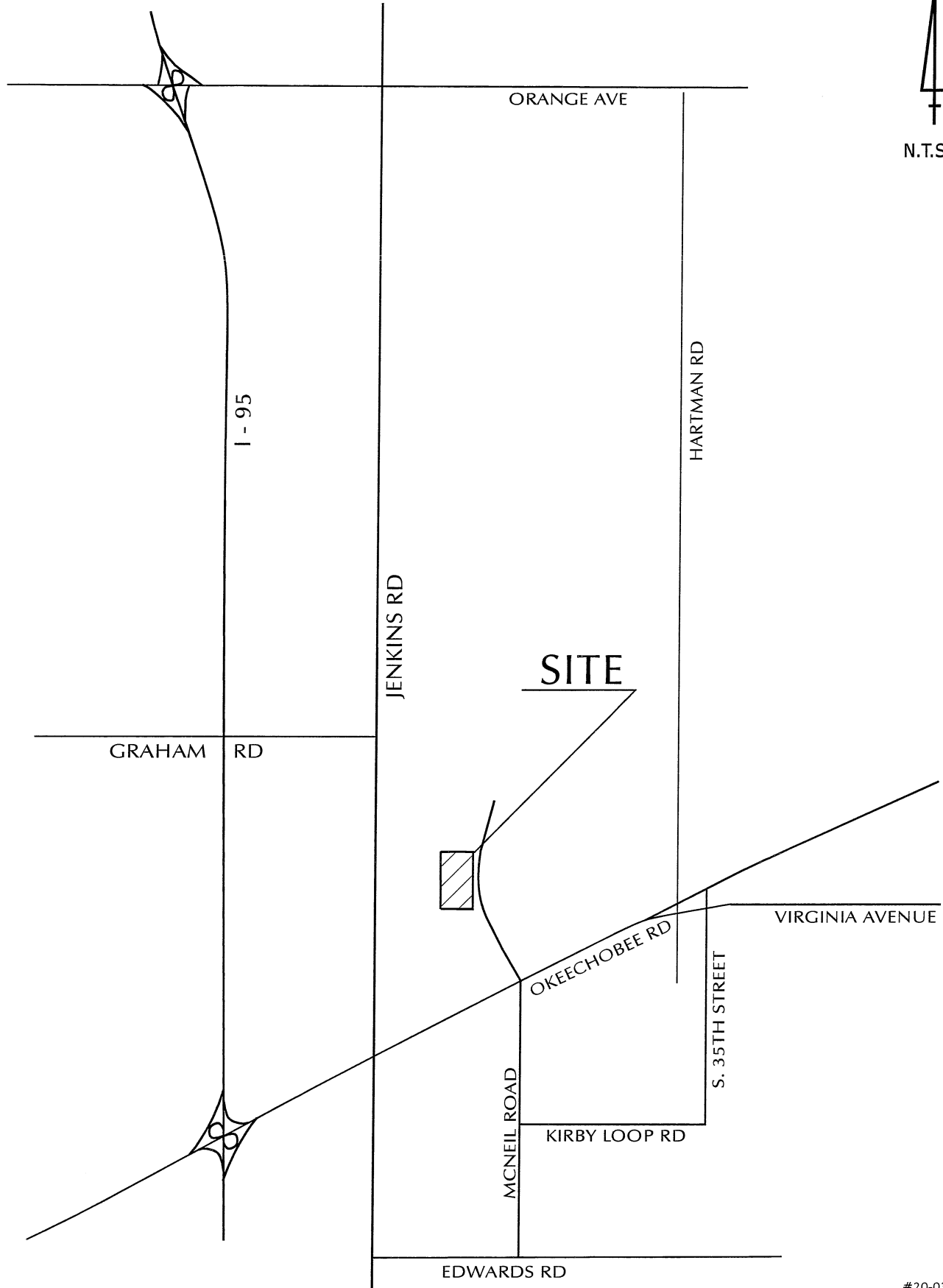
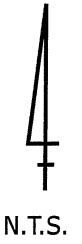
Driveway Volumes

Driveway volumes are shown on Exhibit 4. Full access to the site is provided by a main driveway on McNeil Road. The proposed southern driveway on McNeil Road will provide emergency access only to the site. No turn lanes are recommended.

Conclusions

This analysis shows that the project traffic has an insignificant impact on the roadway links and intersections surrounding the site. Therefore, the project is in conformance with the requirement of Chapter V – Adequate Public Facilities, of the St. Lucie County Land Development Code.

EXHIBITS



BLUE SKY LANDING

EXHIBIT 1
PROJECT LOCATION

PTC

#20-030
4/15/20

Exhibit 2
Blue Sky Landing
Trip Generation

Daily

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips	Internal Trips		External Trips	Pass-by Trips		New Trips
Residential Multi Family- 3+ stories	221	164 DUs	5.44 /DU	892	-	0.0%	892	-	0%	892
TOTALS				892	-	0.0%	892	-		892

AM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips	External Trips			Pass-by Trips	New Trips				
				In	Out	Trips		In	Out	Trips		In	Out	Trips		
Residential Multi Family- 3+ stories	221	164 DUs	0.36 /DU (26/74)	15	44	59	-	0.0%	15	44	59	-	0%	15	44	59
TOTALS				15	44	59	-	0.0%	15	44	59	-		15	44	59

PM Peak Hour

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips			Internal Trips	External Trips			Pass-by Trips	New Trips				
				In	Out	Trips		In	Out	Trips		In	Out	Trips		
Residential Multi Family- 3+ stories	221	164 DUs	0.44 /DU (61/39)	44	28	72	-	0.0%	44	28	72	-	0%	44	28	72
TOTALS				44	28	72	-	0.0%	44	28	72	-		44	28	72

(1) Source: ITE, Trip Generation, 10th Edition.

Exhibit 3B
Blue Sky Landing
Project Traffic Assignment

AM Peak

Roadway	Link	Existing Lanes	Road Class	Dir	Project Traffic		Total Project Impact	Service Volume (1)	Significant Impact? (Yes/No)
					15	In			
					44	Out			
					% Dist	Trips			
Hartman Rd	Okeechobee Rd to Peterman Rd	2L	Major City/Cty	NB	3%	1	0.13%	750	No
				SB	3%	0	0.00%	750	No
Jenkins Rd	Edwards Rd to Okeechobee Rd	2L	I	NB	0%	0	0.00%	880	No
				SB	0%	0	0.00%	880	No
	Okeechobee Rd to Graham Rd	2L	Major City/Cty	NB	10%	4	0.43%	920	No
				SB	10%	2	0.22%	920	No
McNeil Rd	Okeechobee Rd to Kirby Loop Rd	2L	Major City/Cty	NB	10%	2	0.25%	790	No
				SB	10%	4	0.51%	790	No
	Kirby Loop Rd to Edwards Rd	2L	Major City/Cty	NB	9%	1	0.19%	540	No
				SB	9%	4	0.74%	540	No
Edwards Rd	Jenkins Rd to McNeil Rd	2L	I	EB	0%	0	0.00%	630	No
				WB	0%	0	0.00%	630	No
	McNeil Rd to Selvitz Rd	2L	I	EB	9%	4	0.57%	700	No
				WB	9%	1	0.14%	700	No
Kirby Loop Rd	McNeil Rd to 35th Street	2L	Major City/Cty	EB	1%	0	0.00%	630	No
				WB	1%	0	0.00%	630	No
Okeechobee Rd	I-95 to Jenkins Rd	8LD	II	EB	35%	5	0.12%	4240	No
				WB	35%	15	0.35%	4240	No
	Jenkins Rd to McNeil Rd (2)	8LD	II	EB	45%	7	0.17%	4040	No
				WB	45%	20	0.50%	4040	No
	McNeil Rd to Virginia Ave (2)	6LD	II	EB	43%	19	0.60%	3170	No
				WB	43%	6	0.19%	3170	No
	Virginia Ave to Hartman Rd	4LD	II	EB	18%	8	0.38%	2100	No
				WB	18%	3	0.14%	2100	No
	Hartman Rd to 35th Street	4LD	II	EB	15%	7	0.43%	1630	No
				WB	15%	2	0.12%	1630	No
Virginia Ave	Okeechobee Rd to 35th Street	6LD	II	EB	25%	11	0.36%	3020	No
				WB	25%	4	0.13%	3020	No

(1) St. Lucie County TPO Fall 2019/Winter 2020 Traffic Counts and LOS Report in Appendix A.

(2) First accessed roadway link.

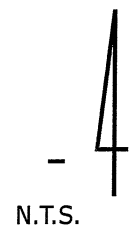
Exhibit 3C
Blue Sky Landing
Project Traffic Assignment

PM Peak

Roadway	Link	Existing Lanes	Road Class	Dir	Project Traffic		Total Project Impact	Service Volume (1)	Significant Impact? (Yes/No)
					44	In			
					28	Out			
					% Dist	Trips			
Hartman Rd	Okeechobee Rd to Peterman Rd	2L	Major City/Cty	NB	3%	1	0.13%	750	No
				SB	3%	1	0.13%	750	No
Jenkins Rd	Edwards Rd to Okeechobee Rd	2L	I	NB	0%	0	0.00%	880	No
				SB	0%	0	0.00%	880	No
	Okeechobee Rd to Graham Rd	2L	Major City/Cty	NB	10%	3	0.33%	920	No
				SB	10%	4	0.43%	920	No
McNeil Rd	Okeechobee Rd to Kirby Loop Rd	2L	Major City/Cty	NB	10%	4	0.51%	790	No
				SB	10%	3	0.38%	790	No
	Kirby Loop Rd to Edwards Rd	2L	Major City/Cty	NB	9%	4	0.74%	540	No
				SB	9%	3	0.56%	540	No
Edwards Rd	Jenkins Rd to McNeil Rd	2L	I	EB	0%	0	0.00%	630	No
				WB	0%	0	0.00%	630	No
	McNeil Rd to Selvitz Rd	2L	I	EB	9%	3	0.43%	700	No
				WB	9%	4	0.57%	700	No
Kirby Loop Rd	McNeil Rd to 35th Street	2L	Major City/Cty	EB	1%	0	0.00%	630	No
				WB	1%	0	0.00%	630	No
Okeechobee Rd	I-95 to Jenkins Rd	8LD	II	EB	35%	15	0.35%	4240	No
				WB	35%	10	0.24%	4240	No
	Jenkins Rd to McNeil Rd (2)	8LD	II	EB	45%	20	0.50%	4040	No
				WB	45%	13	0.32%	4040	No
	McNeil Rd to Virginia Ave (2)	6LD	II	EB	43%	12	0.38%	3170	No
				WB	43%	19	0.60%	3170	No
	Virginia Ave to Hartman Rd	4LD	II	EB	18%	5	0.24%	2100	No
				WB	18%	8	0.38%	2100	No
	Hartman Rd to 35th Street	4LD	II	EB	15%	4	0.25%	1630	No
				WB	15%	7	0.43%	1630	No
Virginia Ave	Okeechobee Rd to 35th Street	6LD	II	EB	25%	7	0.23%	3020	No
				WB	25%	11	0.36%	3020	No

(1) St. Lucie County TPO Fall 2019/Winter 2020 Traffic Counts and LOS Report in Appendix A.

(2) First accessed roadway link.



892

44 (28)

15 (44)

MCNEIL RD

LEGEND

- 5 - AM Peak Hour
- (26) - PM Peak Hour
- 506 - ADT

4/21/20
20-030

BLUE SKY LANDING

EXHIBIT 4
PROJECT DRIVEWAY VOLUMES



APPENDIX A



**Traffic Counts and Level of Service Report
Fall/Winter 2019/2020**

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir		PM Pk Hr Pk Dir			
						Volume	LOS	V/C	Volume	LOS	V/C
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	237	14,500	2020	880	1,030	F	1,170	978	F	1,111
EASY ST	US 1 to BUCHANAN DR	106	8,029	2018	750	601	D	0.801	483	D	0.644
EASY ST	BUCHANAN DR to YUCCA DR	106	8,029	2018	540	601	F	1.036	483	D	0.894
EDWARDS RD	JENKINS RD to MCNEIL RD	174	11,500	2020	630	573	C	0.955	594	C	0.990
EDWARDS RD	MCNEIL RD to SELVITZ RD	174	11,500	2020	700	573	C	0.868	594	C	0.900
EDWARDS RD	SELVITZ RD to 25TH ST	110	15,000	2020	880	755	C	0.910	771	C	0.929
EDWARDS RD	25TH ST to SUNRISE BLVD	108	16,697	2019	1,630	877	D	0.538	867	D	0.532
EDWARDS RD	SUNRISE BLVD to OLEANDER AVE	502	15,207	2019	1,630	754	D	0.463	735	D	0.451
EDWARDS RD	OLEANDER AVE to US 1	173	9,581	2019	1,630	527	C	0.722	460	C	0.630
FARMER'S MARKET RD	OLEANDER AVE to US 1	112	1,876	2019	750	130	C	0.351	127	C	0.343
FLORESTA DR	OAKLYN ST to PORT ST LUCIE BLVD	317	13,000	2019	920	900	D	0.978	687	C	0.790
FLORESTA DR	THORNHILL DR to CROSSTOWN PKWY	315	12,500	2019	880	810	C	0.976	738	C	0.889
FLORESTA DR	PORT ST LUCIE BLVD to THORNHILL DR	315	12,500	2019	880	810	C	0.976	738	C	0.889
FLORESTA DR	CROSSTOWN PKWY to PRIMA VISTA BLVD	109	11,000	2019	920	671	C	0.771	576	C	0.662
FLORESTA DR	PRIMA VISTA BLVD to AIROSO BLVD	107	9,600	2019	920	559	C	0.643	601	C	0.691
FLORESTA DR	SELVITZ RD to BAYSHORE BLVD	313	4,467	2018	630	349	C	0.582	365	C	0.608
FLORESTA DR	AIROSO BLVD to SELVITZ RD	313	4,467	2018	880	349	C	0.420	365	C	0.440
FT PIERCE BLVD	INDRIO RD to EMERSON AVE	226	3,555	2019	540	267	C	0.989	273	D	0.506
GARDENIA AVE	OLEANDER AVE to US 1	666	2,817	2017	750	188	C	0.508	200	C	0.541
GATLIN BLVD	W OF I-95 to E OF I-95	945075	40,641	2017	3,170	3,058	C	0.990	2,493	C	0.807
GATLIN BLVD	E OF I-95 to SAVAGE BLVD	945075	40,641	2017	3,170	3,058	C	0.990	2,493	C	0.807
GATLIN BLVD	SAVAGE BLVD to ROSSER BLVD	945075	40,641	2017	3,170	3,058	C	0.990	2,493	C	0.807
GATLIN BLVD	ROSSER BLVD to SAVONA BLVD	945075	40,641	2017	3,170	3,058	C	0.990	2,493	C	0.807
GATLIN BLVD	SAVONA BLVD to PORT ST LUCIE BLVD	945075	40,641	2017	3,170	3,058	C	0.990	2,493	C	0.807
GEORGIA AVE	25TH ST to OKEECHOBEE RD	667	4,700	2020	600	290	C	0.967	262	C	0.873

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
 * Volumes shown were adjusted using FDOT Seasonal Factors
 * AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
 * Counts with an ID format of 6 digits have data extracted from FDOT count stations.

Traffic Counts and Level of Service Report
Fall/Winter 2019/2020

Roadway Name	Location	STATION ID	AADT	Last Count Year	PK Hr Service Capacity	AM PK Hr Pk Dir			PM PK Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
GEORGIA AVE	OKEECHOBEE RD to 17TH ST	667	4,700	2020	750	290	C	0.784	262	C	0.708
GEORGIA AVE	17TH ST to 13TH ST	508	4,733	2019	600	264	C	0.880	268	C	0.893
GEORGIA AVE	13TH ST to 7TH ST	506	2,169	2019	600	134	C	0.447	137	C	0.457
GEORGIA AVE	7TH ST to US 1	504	1,938	2019	600	122	C	0.407	135	C	0.450
GILSON RD	MARTIN C.L. to BECKER RD	111	11,000	2019	710	949	F	1.249	954	F	1.255
GILSON RD	BECKER RD to LAKERIDGE DR	111	11,000	2019	540	949	F	1.636	954	F	1.645
GLADES CUT-OFF RD	RANGE LINE RD to RESERVE BLVD	668	2,833	2017	1,070	200	B	0.526	252	B	0.663
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	119	3,585	2016	1,070	332	B	0.874	332	B	0.874
GLADES CUT-OFF RD	CARLTON RD to RANGE LINE RD	668	2,833	2017	390	200	B	0.909	252	C	0.646
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	940279	2,770	2017	920	210	C	0.241	192	C	0.221
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	115	12,500	2020	790	669	D	0.847	687	D	0.870
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,600	2020	830	370	C	0.474	385	C	0.494
GRAHAM RD	KINGS HWY to JENKINS RD	669	3,733	2017	630	255	C	0.425	243	C	0.405
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	319	4,759	2018	1,070	337	B	0.887	332	B	0.874
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	319	4,759	2018	1,070	337	B	0.887	332	B	0.874
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	319	4,759	2018	1,070	337	B	0.887	332	B	0.874
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	5,867	2017	750	388	D	0.517	357	C	0.965
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	5,867	2017	540	388	D	0.719	357	D	0.661
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	5,867	2017	790	388	C	0.995	357	C	0.915
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	560	2019	670	46	B	0.209	56	B	0.255
HILL MOOR DR	US 1 to LENNARD RD	671	5,900	2019	790	306	C	0.785	389	C	0.997
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	79,065	2017	4,580	4,048	C	0.884	3,657	C	0.798
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	63,486	2017	4,580	3,571	C	0.780	3,079	B	0.916
I-95	MIDWAY RD to OKEECHOBEE RD	941902	75,846	2017	4,580	4,578	C	1.0	3,717	C	0.812
I-95	OKEECHOBEE RD to ORANGE AVE	941903	45,500	2009	7,320	1,822	B	0.405	1,894	B	0.421

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
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**Traffic Counts and Level of Service Report
Fall/Winter 2019/2020**

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir		PM Pk Hr Pk Dir			
						Volume	LOS	V/C	Volume	LOS	V/C
I-95	ORANGE AVE to INDRIO RD	941905	43,452	2017	7,320	2,090	B	0.464	1,924	B	0.428
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	945029	5,228	2017	750	311	C	0.841	356	C	0.962
INDIAN RIVER DR	ORANGE AVE to AVENUE A	940003	5,888	2017	750	344	C	0.930	335	C	0.905
INDIAN RIVER DR	AVENUE D to SEAWAY DR	940004	5,971	2017	790	349	C	0.895	411	D	0.520
INDIAN RIVER DR	AVENUE A to AVENUE D	940004	5,971	2017	540	349	D	0.646	411	D	0.761
INDRIO RD	PRIVATE RD to I-95 W RAMP	940128	951	2017	1,080	69	B	0.168	75	B	0.183
INDRIO RD	I-95 W RAMP to I-95 E RAMP	940128	951	2017	3,240	69	B	0.038	75	B	0.041
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	940038	10,455	2017	3,240	598	B	0.330	629	B	0.348
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	940038	10,455	2017	700	598	C	0.906	629	C	0.953
INDRIO RD	JOHNSTON RD to EMERSON AVE	940038	10,455	2017	880	598	C	0.720	629	C	0.758
INDRIO RD	EMERSON RD to SEMINOLE RD	940281	9,876	2017	920	595	C	0.684	501	C	0.576
INDRIO RD	SEMINOLE RD to KINGS HWY	940281	9,876	2017	790	595	D	0.753	501	D	0.634
INDRIO RD	KINGS HWY to SLASH PINE TRL	114	6,600	2020	790	422	D	0.534	413	D	0.523
INDRIO RD	SLASH PINE TRL to US 1	114	6,600	2020	920	422	C	0.485	413	C	0.475
INDRIO RD	US 1 to OLD DIXIE HWY	672	917	2016	750	64	C	0.173	86	C	0.232
JENKINS RD	US 1 to LENNARD RD	673	4,600	2016	2,100	304	C	0.151	248	C	0.123
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	10,500	2020	880	549	C	0.661	553	C	0.666
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	10,500	2020	920	593	C	0.682	569	C	0.654
JENKINS RD	GRAHAM RD to PETERSON RD	131	10,500	2020	630	593	C	0.988	569	C	0.948
JENKINS RD	PETERSON RD to ORANGE AVE	131	10,500	2020	920	593	C	0.682	569	C	0.654
JOHNSTON RD	ANGLE RD to L20	674	2,600	2016	1,070	176	B	0.463	171	B	0.450
JOHNSTON RD	L20 to MEADOWOOD DR	675	2,233	2017	1,070	142	B	0.374	138	B	0.363
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	675	2,233	2017	1,070	142	B	0.374	138	B	0.363
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	675	2,233	2017	1,070	142	B	0.374	138	B	0.363
JOHNSTON RD	INDRIO RD to RUSSOS RD	135	9,600	2020	1,070	544	C	0.716	545	C	0.717

* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

* Counts with an ID format of 6 digits have data extracted from FDOT count stations.

**Traffic Counts and Level of Service Report
Fall/Winter 2019/2020**

Roadway Name	Location	STATION ID	AADT	Last Count Year	PK-Hr Service Capacity	AM/PM/Hi/Pk/Dir		PM/Pl/Hi/Pk/Dir			
						Volume	LOS	V/C	Volume	LOS	V/C
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	135	9,600	2020	1,070	544	C	0.716	545	C	0.717
JUANITA AVE	53RD ST to 25TH ST	122	2,432	2017	750	157	C	0.424	143	C	0.386
JUANITA AVE	25TH ST to US 1	120	3,321	2017	750	185	C	0.500	182	C	0.492
KEEN RD	ANGLE RD to JUANITA AVE	129	2,885	2019	630	174	C	0.290	203	C	0.338
KEEN RD	JUANITA AVE to ST LUCIE BLVD	129	2,885	2019	630	174	C	0.290	203	C	0.338
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	8,234	2017	830	361	C	0.435	369	C	0.445
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	8,234	2017	660	361	C	0.547	369	C	0.559
KINGS HWY	GRAHAM RD to PICOS RD	940076	8,216	2017	660	405	C	0.614	389	C	0.589
KINGS HWY	PICOS RD to ORANGE AVE	940076	8,216	2017	830	405	C	0.488	389	C	0.469
KINGS HWY	ORANGE AVE to ANGLE RD	940077	16,792	2017	870	885	D	0.962	890	D	0.967
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	11,394	2017	830	627	C	0.755	630	C	0.759
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	13,481	2017	830	836	D	0.950	786	C	0.947
KITTERMAN RD	OLEANDER AVE to US 1	124	3,402	2018	750	224	C	0.605	203	C	0.549
KITTERMAN RD	US 1 to LENNARD EXT	678	2,250	2017	750	128	C	0.346	130	C	0.351
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	4,479	2016	630	296	C	0.493	362	C	0.603
LENNARD RD	US 1 to MARIPOSA AVE	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	18,500	2019	1,630	953	D	0.585	984	D	0.604
LENNARD RD	JENNINGS RD to HILLMOOR DR	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	HILLMOOR DR to TIFFANY AVE	325	18,500	2019	1,710	953	D	0.557	984	D	0.575
LENNARD RD	TIFFANY AVE to WALTON RD	323	5,765	2016	1,710	301	C	0.391	305	C	0.396
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	4,455	2016	790	390	C	10	381	C	0.977
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	9,400	2020	920	588	C	0.676	626	C	0.720
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	9,400	2020	920	588	C	0.676	626	C	0.720
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,400	2019	880	485	C	0.584	686	C	0.827

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Traffic Counts and Level of Service Report
Fall/Winter 2019/2020

Roadway Name	Location	STATION ID	AADT	Last Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	4,600	2020	790	281	C	0.721	280	C	0.718
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	4,600	2020	540	281	D	0.520	280	D	0.519
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	375	2017	540	33	C	0.122	35	C	0.130
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	400	2020	540	34	C	0.126	35	C	0.130
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	9,804	2018	920	648	C	0.745	584	C	0.671
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	22,500	2020	880	1,216	F	1.382	1,304	F	1.482
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	22,500	2020	790	1,216	F	1.539	1,304	F	1.651
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	5,118	2017	760	295	C	0.440	376	C	0.561
MIDWAY RD	SHINN RD to MCCARTY RD	940732	5,118	2017	630	295	C	0.492	376	C	0.627
MIDWAY RD	MCCARTY RD to I-95	940732	5,118	2017	700	295	C	0.447	376	C	0.570
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	16,655	2017	2,100	926	C	0.461	1,027	C	0.511
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	21,500	2020	2,100	1,226	C	0.610	1,281	C	0.637
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	22,500	2020	920	1,216	F	1.322	1,304	F	1.417
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	18,500	2020	920	973	F	1.058	940	F	1.022
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	18,500	2020	790	973	F	1.158	940	F	1.119
MIDWAY RD	25TH ST to SUNRISE BLVD	130	18,791	2016	790	1,025	F	1.220	942	F	1.121
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	18,791	2016	790	1,025	F	1.220	942	F	1.121
MIDWAY RD	OLEANDER AVE to US 1	242	15,309	2016	790	808	E	0.962	800	E	0.952
MIDWAY RD	US 1 to WALLACE ST	940023	3,709	2017	790	287	C	0.736	317	C	0.813
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,709	2017	920	287	C	0.330	317	C	0.364
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,709	2017	630	287	C	0.478	317	C	0.528
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,654	2017	920	159	C	0.183	152	C	0.175
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNNGATE DR	331	2,900	2020	880	230	C	0.277	244	C	0.294
NEBRASKA AVE	25TH ST to 13TH ST	684	3,767	2017	1,710	234	C	0.304	197	C	0.256
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,000	2019	700	373	C	0.565	324	C	0.491

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						Volume	LOS	V/C	Volume	LOS	V/C
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	4,250	2017	540	252	C	0.933	246	C	0.911
OHIO AVE	COLONIAL RD to US 1	686	4,250	2017	750	252	C	0.681	246	C	0.665
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	10,500	2020	1,010	540	B	0.535	528	B	0.523
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	10,500	2020	1,270	540	B	0.425	528	B	0.416
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	6,541	2017	1,340	348	B	0.260	340	B	0.254
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	6,541	2017	1,340	348	B	0.260	340	B	0.254
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	6,541	2017	1,340	348	B	0.260	340	B	0.254
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	6,541	2017	1,740	348	B	0.200	340	B	0.195
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	6,541	2017	1,740	348	B	0.200	340	B	0.195
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	6,025	2017	1,810	327	B	0.181	327	B	0.181
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	7,551	2017	1,810	378	B	0.209	391	B	0.216
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	7,551	2017	2,010	378	C	0.188	391	C	0.195
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	21,250	2017	4,170	960	C	0.230	1,013	C	0.243
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	24,585	2017	4,170	1,063	C	0.255	1,086	C	0.260
OKEECHOBEE RD	I-95 to JENKINS RD	940029	30,244	2017	4,240	1,976	C	0.474	1,709	C	0.410
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	30,244	2017	4,040	1,976	C	0.498	1,709	C	0.430
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	28,870	2017	3,170	1,580	C	0.511	1,649	C	0.534
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	12,500	2020	2,100	687	C	0.342	727	C	0.362
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	12,500	2020	1,630	687	C	0.941	727	C	0.996
OKEECHOBEE RD	35TH ST to 33RD ST	689	17,000	2020	1,630	922	D	0.566	902	D	0.553
OKEECHOBEE RD	33RD ST to 25TH ST	689	17,000	2020	1,630	922	D	0.566	902	D	0.553
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	13,500	2020	1,630	777	D	0.477	738	D	0.453
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	13,500	2020	1,710	777	D	0.454	738	C	0.958
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	5,150	2017	790	400	D	0.506	363	C	0.931
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,383	2017	750	65	C	0.176	65	C	0.176

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						Volume	LOS	V/C	Volume	LOS	V/C
US 1	AVENUE H to OLD DIXIE HWY	715	33,500	2020	2,000	1,766	C	0.925	1,742	C	0.912
US 1	OLD DIXIE HWY to AVENUE O	940123	22,051	2017	2,000	1,530	C	0.801	1,196	C	0.626
US 1	AVENUE O to SR A1A NORTH	940123	22,051	2017	2,100	1,530	C	0.761	1,196	C	0.595
US 1	SR A1A NORTH to JUANITA AVE	940010	17,583	2017	2,100	1,055	C	0.525	845	C	0.420
US 1	JUANITA AVE to ST LUCIE BLVD	940010	17,583	2017	2,100	1,055	C	0.525	845	C	0.420
US 1	ST LUCIE BLVD to 25TH ST	940009	17,126	2017	2,100	1,020	C	0.507	978	C	0.487
US 1	25TH ST to INDRIO RD	940009	17,126	2017	2,100	1,020	C	0.507	978	C	0.487
US 1	INDRIO RD to TURNPIKE FEEDER RD	940107	20,188	2017	2,100	1,099	C	0.547	1,092	C	0.543
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	940107	20,188	2017	2,100	1,099	C	0.547	1,092	C	0.543
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNNGATE DR	329	14,500	2019	2,100	779	C	0.388	817	C	0.406
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	327	14,911	2017	2,100	756	C	0.376	804	C	0.400
VILLAGE GREEN DR	US 1 to WALTON RD	716	9,600	2017	2,100	619	C	0.308	575	C	0.286
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	717	4,633	2017	920	249	C	0.286	235	C	0.270
VIRGINIA AVE	35TH ST to 25TH ST	940032	21,557	2017	3,020	1,111	C	0.378	1,083	C	0.368
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	22,011	2017	3,020	1,169	C	0.398	1,126	C	0.383
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	22,011	2017	3,020	1,169	C	0.398	1,126	C	0.383
VIRGINIA AVE	25TH ST to 13TH ST	940033	20,913	2017	3,020	1,093	C	0.372	1,164	C	0.396
VIRGINIA AVE	13TH ST to 11TH ST	940794	22,873	2017	3,020	1,101	C	0.374	1,101	C	0.374
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	22,873	2017	3,170	1,101	C	0.356	1,101	C	0.356
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	19,519	2017	3,020	1,063	C	0.362	992	C	0.337
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,483	2017	3,170	1,043	C	0.338	1,020	C	0.330
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,483	2017	3,020	1,043	C	0.355	1,020	C	0.347
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	718	14,000	2019	2,650	732	C	0.595	797	C	0.648
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	718	14,000	2019	1,710	732	C	0.951	797	D	0.466
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	719	23,000	2019	1,710	1,208	D	0.706	1,265	D	0.740

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**ENVIRONMENTAL IMPACT REPORT
BLUE SKY LANDING PROPERTY
CITY OF FT. PIERCE, FLORIDA**

PREPARED BY:
WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
561-687-2220

PREPARED FOR:
BLUE SKY COMMUNITIES LLC

MAY 12, 2020

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ENVIRONMENTAL IMPACT REPORT
BLUE SKY LANDING PROPERTY
City of Ft. Pierce, FL
May 12, 2020

INTRODUCTION

The intent of this environmental impact report is to provide a preliminary assessment of the natural features within the below identified property including wetlands, upland habitat, protected trees and other vegetation, and the potential for threatened and endangered species. Based upon the preliminary assessment of these natural features, WGI discusses the types of environmental permits that may apply and provides an opinion on the feasibility of obtaining the environmental permits.

The subject property consists of approximately 9.19 acres and is located on the west side of McNeil Road just north of Okeechobee Road in the City of Ft. Pierce, St. Lucie County, Florida (folio numbers 2419-212-0001-000-0). Multi-family residences are to the east beyond McNeil Road, a mixture of commercial, residential, and institutional uses are to the west of the property, a commercial lot is to the south, and multi-family residences are located to the north of the property. Please refer to Exhibit A (Location Map) for details.

SOURCES OF INFORMATION

Literature reviews, agency database searches and coordination, and a field review were conducted to document existing habitat types within and around the property. The information collected and databases reviewed included:

- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Soil Map
- USDA NRCS Soil Survey of St. Lucie County, Florida, 1980;
- Florida Association of Professional Soil Classifiers, Hydric Soils of Florida Handbook, 4th ed. (Hurt et. al. 2007)
- U.S. Fish and Wildlife Service (FWS), Classification of Wetlands and Deepwater Habitats of the United States (Cowardin et. al. 1979; 2013)
- Florida Natural Areas Inventory (FNAI)
- National Wetland Inventory Maps
- Various Florida Fish and Wildlife Conservation Commission (FWC) GIS data layers
- FWS, South Florida Ecological Services Office Wood Stork Florida Nesting Colonies Maps
- FWS Critical habitat for threatened and endangered species mapper
- Florida Department of Transportation (FDOT) Florida Land Use, Cover and Forms Classifications System (FLUCFCS), 3rd ed., January 1999
- St. Lucie County Property Appraiser's Website; <https://www.paslc.org/>
- South Florida Water Management District ePermitting Website;
<https://my.sfwmd.gov/ePermitting/MainPage.do>
- City of Ft. Pierce, Code of Ordinances;
https://library.municode.com/fl/fort_pierce/codes/code_of_ordinances



SITE DESCRIPTION

Prior to the field review, the approximate boundaries of upland and surface waters within the property were mapped on true color aerial photographs. Each community type was classified using FLUCFCS (FDOT 1999).

WGI scientists familiar with Florida natural communities conducted a field review on May 4, 2020. During this review, each vegetative community type was walked and visually inspected to verify community boundaries, dominant vegetation, and the presence or potential for occurrence of threatened and endangered species. Based on in-house and the field review, one upland land use/cover types and surface water or wetland habitat types were determined to be present within the project area. Each of these habitat types, as well as soils within the property, are described below.

SOILS

Based upon the USDA NRCS Soil Survey for St. Lucie County, Florida, one soil type is mapped within the property. A soils map is included as Exhibit B. Listed below are the soil types found within the property and general descriptions of their characteristics.

(38) Riviera Fine Sand - This poorly drained, nearly level soil is in hammocks and along drainageways. The water table is at a depth of less than 10 inches for 2 to 4 months in most years, and at a depth of 10 to 30 inches for most of the rest of the year. Natural vegetation is cabbage palms and scattered longleaf pine and slash pine and an understory of wax myrtle, and saw palmetto. The most common native grasses are pineland three awn and blue maidencane. This soil is listed as hydric by the *Hydric Soils of Florida Handbook* (2007).

(55) Winder Loamy Sand - This poorly drained, nearly level soil is in hammocks and along drainageways. The water table is at a depth of less than 10 inches for 2 to 4 months and between depths of 10 to 40 inches for most of the rest of the year. Natural vegetation is cabbage palm, willow oak, scattered longleaf pine, and slash pine. An understory of wax myrtle and saw palmetto. The common native grasses are pineland three awn and blue maidencane. This soil is listed as not hydric by the *Hydric Soils of Florida Handbook* (2007).

EXISTING LAND USE

Within the subject property, land use consists primarily of disturbed land. The property is heavily impacted by exotic and invasive vegetation due to a previous clearing and subsequent abandonment. There are numerous piles of concrete pipes throughout the property as well. Land use adjacent to the subject property consists of a mixture of multi-family residential, commercial, and institutional uses.

Existing land uses and natural habitats within the subject property were classified using the FLUCFCS (1999). A total of one upland land use/cover types and no surface water types were observed within the subject property. A map depicting these existing land use and habitat types encountered within the property are attached as Exhibit C (Existing Land Use Map). General descriptions of each of the land use and habitat types encountered within the subject property are provided in the following subsections.



UPLAND COMMUNITIES

The property consists entirely of disturbed uplands and is best described as urban land in transition without positive indicators of intended activity. The site was previously cleared and has been left fallow allowing for opportunistic and invasive species to recruit and dominate on the site. There are cleared paths from geotechnical sampling present but otherwise the site is uniformly covered in dense vegetative growth.

The following descriptions of upland habitats on the subject property are below.

193 – Urban Land in Transition without Positive Indicators of Intended Activity (9.19 acres)

This code describes the entire property.

The following is a list of the dominant native and non-native plant species identified in the uplands on the property during the field review:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Designation</u>
Live oak	<i>Quercus virginiana</i>	Native
Cabbage palm	<i>Sabal palmetto</i>	Native
Saltbush	<i>Baccharis halimifolia</i>	Native
Partridge pea	<i>Chamaecrista fasciculata</i>	Native
Elderberry	<i>Sambucus nigra</i>	Native
American Black Nightshade	<i>Solanum americanum</i>	Native
Candlesticks	<i>Senna alata</i>	Native
Hedgeflower	<i>Lantana camara</i>	Native
Pokeweed	<i>Phytolacca americana</i>	Native
Betony	<i>Stachys floridana</i>	Native
Beggarweed	<i>Desmodium tortuosum</i>	Native
Brazilian pepper	<i>Schinus terebinthifolia</i>	Non-native
Australian pine	<i>Casuarina equisetifolia</i>	Non-native
Napier grass	<i>Pennisetum purpureum</i>	Non-native
Cogon grass	<i>Imperata cylindrica</i>	Non-native

WETLANDS AND SURFACE WATERS

WGI scientists familiar with Florida wetland communities conducted a field review of the subject property on May 4, 2020. The purpose of the field review was to delineate the limits of, and gather pertinent information about, existing onsite wetlands and surface waters. These features were delineated in accordance to the Corps of Engineers Wetland Delineation Manual (Technical Report Y-87-1), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERDC/EL TR-10-20), and Chapter 62-340 Florida Administrative Code (F.A.C.), Delineation of the Landward Extent of Wetlands and Surface Waters. During the field review, the lowest elevation location on the property according to the topographic survey was inspected for hydrologic indicators. No signs of hydrology, hydric soils, or hydrophytic vegetation was observed.

The field review identified no surface waters or wetlands located within the property. This is consistent with the findings within the SFWMD Environmental Resources Permit (ERP) #56-00577-S-03, Application #: 060104-14 that states, “there are no wetlands within or affected by the proposed project.”



THREATENED AND ENDANGERED SPECIES

In order to determine federal and state listed protected plant and animal species that have the potential to occur within the property, available site-specific data was collected and evaluated. In addition, a field review was conducted by WGI scientists on May 4, 2020. The purpose of the field review was to identify any listed species present within the subject property, to assess the potential for the occurrence of protected species within the subject property, and to identify any critical habitat that might be located within or adjacent to the subject property. During the field review, the property was canvassed for direct observations of listed species or signs of their presence, including trails, tracks, scats, nests (cavity or stick), burrows, or calls.

The FWC wading bird rookery database was searched for active wading bird rookeries within one mile of the project area. According to this FWC database, there are no active wading bird rookeries within one mile of the project area.

The FWC eagle nest locator website was searched for bald eagle nests within one mile of the project area. According to the FWC database, there are no active bald eagle nests within one mile of the project area.

The following species have FWS consultation areas that overlap with the subject property.

Wood Stork

The FWS wood stork colony website was searched for active wood stork colonies located within 15 miles of the project area. This 15-mile distance corresponds to the core foraging area (CFA) established by the FWS for the wood stork in the South Florida region. According to the FWS wood stork colony website, the project area is located within the 15-mile CFA of one wood stork nesting colonies. According to the Wood Stork Effect Determination Key prepared by FWS and the USACE, this project is not likely to adversely affect with a key path of A → B → NLAA.

Everglades Snail Kite

The following habitat description has been copied from the Multi-Species Recovery Plan for South Florida. Snail kite habitat consists of freshwater marshes and the shallow vegetated edges of lakes (natural and man-made) where apple snails can be found. These habitats occur in humid, tropical ecoregions (Bailey 1978) of peninsular Florida and are characterized as palustrine-emergent, long-hydroperiod wetlands (Cowardin et al. 1979) often on an organic peat substrate overlying oolitic limestone or sand or directly on limestone or marl (Davis 1946). Suitable foraging habitat for the snail kite is typically a combination of low profile (< 3 m) marsh with an interdigitated matrix of shallow (0.2-1.3 m deep) open water, which is relatively clear and calm. The marsh vegetation is dominated by spike rush (*Eleocharis cellulosa*), maidencane (*Panicum hemitomon*), sawgrass (*Cladium jamaicense*), and/or cattails (*Typha* spp.). The shallow open-water areas are with or without sparse vegetation, such as white water lily (*Nymphaea odorata*), arrowhead (*Sagittaria lancifolia*), pickerel weed (*Pontederia lanceolata*), and floating heart (*Nymphoides aquatica*). Giant bulrush (*Scirpus validus*) often grows at the deep-water edge of marshes in the lakes. Low trees and shrubs also are often interspersed with the marsh and open water. These often include willow (*Salix caroliniana*), dahoon holly (*Ilex cassine*), pond apple (*Annona glabra*), bald cypress (*Taxodium distichum*), pond cypress (*T. ascendens*), wax myrtle (*Myrica cerifera*), buttonbush (*Cephalanthus*



occidentalis), and *Melaleuca quinquenervia*, an invasive exotic species. Snail kites require foraging areas that are relatively clear and open in order to visually search for apple snails. Therefore, dense growth of herbaceous or woody vegetation is not conducive to efficient foraging. The interspersed emergent vegetation enables apple snails to climb near the surface to feed, breathe, and lay eggs. Nearly continuous flooding of wetlands for > 1 year is needed to support apple snail populations that in turn sustain foraging by the snail kite (Sykes 1979, Beissinger 1988).

No nesting or foraging habitat is available on the subject project for the snail kite.

Audubon's Crested Caracara

The following habitat description has been copied from the FWS Crested Caracara Draft Survey Protocol (2017). The Florida caracara population commonly occurs on dry or wet prairies with scattered cabbage palms (*Sabal palmetto*). It may also be found in lightly wooded areas. Scattered saw palmetto (*Serenoa repens*), scrub oaks (*Quercus geminate*, *Q. minima*, *Q. pumila*), and cypress (*Taxodium spp.*) may also be present. Widespread changes in land use may have caused a change in habitat use in this species. Morrison and Humphrey (2001) found a strong association of caracara home ranges with improved pasture. The presence of seasonal wetlands, which may serve as foraging habitat, is an important factor in the attractiveness of these pastures to caracaras (Service 1999). Therefore, today we recognize caracara foraging habitat (and nesting territories) as those areas with short herbaceous vegetation. This includes native wet and dry prairies, but also improved, unimproved, and woodland pastures, sod farms, row crops, levees, and rangeland. Juvenile caracaras may also use citrus and tree farms.

The primary nesting substrate is cabbage palm, although there have been rare reports of nesting in slash pine (pers. Obs.), cypress, oak, red cedar (Morrison 2007), Australian pine (*Casuarina spp.*), saw palmetto, and black gum (*Nyssa sylvatica*), and even more atypical locations such as an electrical substation, radio tower, and billboard (Dwyer and DallaRosa 2015).

The subject property does not contain suitable foraging or nesting habitat for the caracara as it is described above. Impacts to the caracara are not anticipated from the proposed activities.

Florida Scrub Jay

The following habitat description has been copied from the FWS Species Conservation Guidelines for the Florida Scrub Jay (2004). Suitable habitats for the scrub jay are not only the more "classic" xeric oak scrub, scrubby pine flatwoods, scrubby coastal strand, and sand pine scrub, but also include: improved, unimproved, and woodland pastures (211-213); citrus groves (221); rangeland (310-330); pine flatwoods (411); longleaf pine xeric oak (412); sand pine (413); sand pine plantations (4411); forest regeneration areas (443); sand other than beaches (720); disturbed rural land in transition without positive indicators of intended activity (741); and disturbed burned areas (745). The presence of scrub oaks, no matter how sparsely distributed, is a key indicator of scrub habitat. Fitzpatrick et al. (1991) defined three classes of scrub jay habitat:

Type I – any upland plant community in which percent cover of the substrate by scrub oak species is 15 percent or more.

Type II – any plant community, not meeting the definition of type I habitat, in which one or more scrub oak species is represented.



Type III – any upland or seasonally dry wetland within 400 m (0.25 mi) of any area designated as Type I or Type II habitats.

The subject property does not fall within any of the three classes of scrub jay habitat. There are no scrub oak species present on the property and there are none within a quarter mile.

Florida Grasshopper Sparrow

According to the FWS's Species Conservation Guidelines for the Florida Grasshopper Sparrow, habitat for the Florida grasshopper sparrow has been described as dry prairie that is relatively open and low in stature (Shriver and Vickery 1999). The habitat consists of treeless, relatively poorly-drained grasslands that have a history of frequent fires (Service 1999). The prairie vegetative community is typically dominated by saw palmetto (*Serenoa repens*) and dwarf oaks (*Quercus minima*) ranging from 30 to 70 cm (12 to 28 in) in height. Bluestem grasses (*Andropogon* spp.), St. John's wort (*Hypericum* spp.), and wiregrasses (*Aristida* spp.) are important components of Florida grasshopper sparrow habitat (Delany et al. 1985). Florida grasshopper sparrows generally occupy an open landscape, and tend to avoid forested edges and preferentially use the centers of open patches (Vickery 1996). Edge effects, including reduced reproductive success and increased predation, may extend up to 400 m (1,312 ft) from an edge. Optimal habitat occurs at the peak in a fire maintained system with a early summer (June) three-year burn cycle. Consequently, sparrows often occur in conditions that are suboptimal. Recent survey efforts on public lands have shown that Florida grasshopper sparrows also reproduce successfully in pastures that are overgrown or ungrazed (Service 1999). In these cases, sparrows seem to prefer pastures that are not bahia monocultures, but instead have some other plant types (low forbs and shrubs). These other plants appear to provide some structural diversity to the prairies. However, as pastures become heavily grazed, sparrow populations decrease or disappear (Delany and Linda 1994). Thus flatwoods that have been converted to pasture that are lightly grazed should be considered suitable habitat for Florida grasshopper sparrows.

The subject property does not represent suitable habitat for the grasshopper sparrow. No effect on the sparrow is anticipated.

Eastern Indigo Snake

According to the Eastern Indigo Snake Programmatic Effect Determination Key, the proposed project should be considered as not likely to adversely affect (NLAA) the Eastern Indigo Snake. The key path is A → B → C → D → E → NLAA.

The applicant is willing to follow the Standard Protection Measures and as such, this project should be a NLAA finding.

Gopher Tortoise

A preliminary 15% gopher tortoise burrow survey was performed on May 4, 2020 by an Authorized Gopher Tortoise Agent covering the most likely places within the property to contain tortoise burrows. No burrows or evidence of gopher tortoise presence was observed during the survey.

Based upon the information collected, as well as a site-specific field review, federal or state listed protected plant and animal species were identified as occurring or having the potential to occur within the property. The potential of occurrence for each species was ranked as Low, Moderate, or



High based on the habitat requirements for each species, the presence of habitat within the property and documented occurrences of the species within one mile of the property. A Low ranking indicates that preferred habitat for that species was found within the project area, but the species has not been documented within one mile of the project area. A Moderate ranking indicates that suitable habitat exists, and the species has been documented within one mile of the project area. A High ranking indicates that suitable habitat exists and the species was observed during field reviews.

The following table lists the protected species, their federal or state protection status, preferred habitat, and a ranking of potential for occurrence within the property.

Species	Designated Status			Habitat Preference	Potential for Occurrence On-Site
	FWS	FWC	DOACS		
FAUNA					
REPTILIAN / AMPHIBIAN					
Eastern indigo snake <i>Drymarchon corais couperi</i>	T			Pine and scrubby flatwoods, high pine, dry prairie, edges of freshwater marshes, agricultural fields, coastal dunes, and human altered habitats	Low
Gopher tortoise <i>Gopherus polyphemus</i>		T		Xeric oak, sandhills, scrub habitats, dry pine flatwoods, old fields, pastures, and roadsides	Low
AVIAN					
Audubon's Crested Caracara <i>Polyborus plancus</i>	T			Dry or wet prairies with scattered cabbage palms.	Low
Everglades Snail Kite <i>Rostrhamus socialbilis plumbeus</i>	E			Relatively shallow wetland vegetation, either within extensive marsh systems, or in lake littoral zones. Emergent aquatic vegetation are important because they allow apple snails to occupy the area.	Low
Florida burrowing owl <i>Athene cunicularia floridana</i>		SSC		High, sparsely vegetated, sandy ground. Natural habitats include dry prairie and sandhill. Makes extensive use of ruderal areas such as pastures, airports, ball fields, parks, school grounds, university campuses, road right-of-ways, and vacant spaces in residential areas.	Low
Florida Grasshopper Sparrow <i>Ammodramus savannarum floridanus</i>	E			Dry prairie that is relatively open and low in stature. Treeless, relatively poorly drained grasslands that have a history of frequent fires.	Low
Florida Scrub Jay <i>Aphelocoma coerulescens</i>	T			Xeric oak scrub, scrubby pine flatwoods, scrubby coastal strand, and sand pine scrub. The presence of scrub oak is a key indicator.	Low
Wood stork <i>Mycteria Americana</i>	T			Fresh- and saltwater marshes, tidal flats, wet prairies, forested wetlands, flooded pastures, and ditches.	Moderate**



MAMMALS					
Sherman's Fox Squirrel <i>Sciurus niger shermani</i>		SSC		Sandhills (high pine), pine flatwoods, and pastures and other open, ruderal habitats with scattered pines and oaks.	Low

Legend:

FWS = United States Fish and Wildlife Service

FWC = Florida Fish and Wildlife Conservation Commission

DOACS = Florida Department of Agriculture & Consumer Services

E = Endangered

T = Threatened

SSC = Species of Special Concern

(S/A) = Threatened/Similarity of Appearance

Low = Preferred habitat found within the project area, but no documented element occurrence of the species within one (1) mile of the project area and no observations were made during field reviews.

Moderate = Suitable habitat exists and the species has been documented within one (1) mile of the project area, but no observations were made during field reviews.

High = Suitable habitat exists and species was observed within the project area during field reviews.

*Observed onsite during the field reconnaissance.

**Wading birds were not observed onsite, and there is little to no suitable habitat for nesting and therefore no significant restriction to development is expected.

FINDINGS AND DISCUSSION

Based on the above findings, there are natural features present on the property that are regulated by both federal, state, and local agencies and permits will be required as part of the entitlement process. The following is a summary of the processes and environmental permits required for each component of this subject property.

Wetlands and Surface Waters

Wetland protection is mandated under both federal and state regulations. The U. S. Army Corps of Engineers (USACE) regulates activities in Waters of the United States pursuant to the Clean Water Act (PL92-500, Section 404) as further defined in the USACE regulatory program (33 CFR 320-330).

The State of Florida Department of Environmental Protection (FDEP) has established the Environmental Resource Program (ERP) under Chapter 62-330, F.A.C. that governs the "construction, alteration, operation, maintenance, repair, abandonment, and removal of stormwater management systems, dams, impoundments, reservoirs, appurtenant works, and works (including docks, piers, structures, dredging, and filling located in, on or over wetlands or other surface waters, as defined and delineated in chapter 62-340, F.A.C.)". The FDEP has delegated authority for certain ERP activities to the South Florida Water Management District (SFWMD) and this includes large scale residential developments.

It is the opinion of WGI that there are no wetlands or surface water features present on the property. This is supported by the now-expired SFWMD permit from 2006 stating that no wetlands are present on the property. The site was previously permitted and cleared with some grading earthwork finished in 2007 and due to the Great Recession was left abandoned before the project was completed.

An ERP permit modification would still be required for the stormwater management system associated with new development of the property.



While the previous SFWMD ERP determination of no wetlands is not associated with nor addresses any jurisdiction of the USACE, it does provide assurances that no wetlands or surface waters on the property would meet the criteria required by the USACE to be regulated. No engagement of the USACE is required if no jurisdictional wetlands exist on the property however a preliminary jurisdictional determination request can be made to the USACE to verify the assertion of no wetlands on the property.

Threatened and Endangered Species

Listed species are afforded special protective status by federal and state agencies. This special protection is federally administered by the United States Department of the Interior, FWS pursuant to the Endangered Species act of 1973 (as amended). The FWS administers the federal list of animal species (50 CFR 17.11) and plant species (50 CFR 17.12). Federal protection of marine species is the responsibility of the National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS).

The State of Florida affords special protection to animal species designated as State designated threatened or species of special concern, pursuant to Chapter 68A-27, F.A.C., which is administered by the FWC. In November 2010, a revision to the FWC threatened species rules changed the designation of federal listed species that occur in Florida to federally designated endangered or federally designated threatened species. Those species that are only state listed are now designated as State threatened or State species of special concern.

The State of Florida also protects and regulates plant species designated as endangered, threatened or commercially exploited as identified on the Regulated Plant Index (5B-40.0055, F.A.C.), which is administered by the Florida Department of Agriculture and Consumer Services (DOACS), Division of Plant Industry, pursuant to Chapter 5B-40, F.A.C.

All listed species with defined consultation areas that overlap the subject property have been discussed in the Threatened and Endangered Species section. None of the species are expected to utilize the site as there is no suitable habitat available.

Protected Tree Species

The City of Ft. Pierce (City) has regulations for tree removal. All native trees with a diameter at breast height (DBH) of 14 inches and larger and native palms greater than 10 feet in clear trunk height are protected under Section 22-194 of the City's Code of Ordinances. The City will require a tree removal permit in order to remove any existing protected vegetation. Each protected tree removed must be replaced at a 1:1 ratio of DBH inches. Protected palms must be replaced on a palm for palm basis. The minimum size of planted replacement tree is 12' tall. Mitigation in the form of a payment in lieu of replacement may be accepted if replacement is not an option. Payment amount is based on a price per inch DBH removed.

Based on a tree inventory prepared by WGI staff on May 4, 2020, there are only 15 protected trees and palms on the property. These live oaks and cabbage palms are along the eastern and southern property lines and are part of the previously planted landscape buffer.



CONCLUSION

- Wetlands and Surface Waters: It is WGI's opinion that there are no jurisdictional wetlands or surface waters on the subject property. An ERP permit from the SFWMD will be needed for the stormwater management system of the proposed development.
- Vegetation: A Tree Removal permit will be required by the City for the removal of existing protected vegetation prior to site development. A tree inventory was conducted, and the 15 protected trees and palms are lined along the eastern and southern property lines as part of a previously planted landscape buffer. The City will expect the preservation or relocation of these trees and palms.
- Listed Species: WGI did not observe protected species, their habitat, or signs of their presence within the subject property that would present a significant limitation on site development.





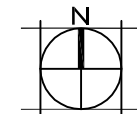
Source: Google Earth

BLUE SKY LANDING

PREPARED FOR BLUE SKY COMMUNITIES LLC

LOCATION MAP

EXHIBIT A



SCALE: NTS



DRAWN BY: RMH

DRAWING #: 579300_EV-MAPS.dwg

FILE #: 5793.00

DATE: 05/12/2020



Soil Series

38 - Riviera Fine Sand

55 - Winder Loamy Sand

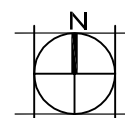
Source: Web Soil Survey

BLUE SKY LANDING

EXHIBIT B

PREPARED FOR BLUE SKY COMMUNITIES LLC

SOIL SURVEY



SCALE: NTS



DRAWN BY: RMH

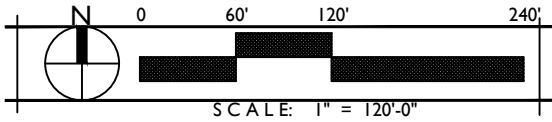
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FILE #: 5793.00

DATE: 05/06/2020



193



FLUCCS CODE

193 - Urban Land in Transition - 9.19 ac.

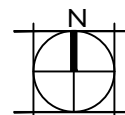
Source: *FDOT Aerials GIS*

BLUE SKY LANDING

EXHIBIT C

PREPARED FOR BLUE SKY COMMUNITIES LLC

FLUCCS MAP



SCALE: 1" = 120'0"



DRAWN BY: RMH

DRAWING #: 579300_EV-MAPS.dwg

FILE #: 5793.00

DATE: 05/06/2020

Exhibit D
Site Photographs



Photo 1: View from center of site towards the west.



Photo 2: View from center of the site looking north





Google Earth
02/21/2010 09:39:15

Photo 3: View along eastern property line looking southwest. Photo credit: Google StreetView



Google Earth
02/21/2010 09:39:15

Photo 4: View along eastern property line looking east. Photo credit: Google StreetView





Photo 5: View of eastern property line looking northwest. Photo credit: Google StreetView



Photo 6: View along southern property line looking into property towards the northwest. Photo credit: Google StreetView

