

April 30, 2021

Brandon Creagan,  
City of Fort Pierce  
Planning Department  
100 N. US Highway 1  
Fort Pierce, FL 34950

Dear Brandon,

MBV Engineering is pleased to present the site plan for the project known as Taylor Creek on behalf of the project owner, Scavello Management, LLC. I have attached the deed and property record card which reflect that they are the owner of record and have control of the development.

The project is intended to bring a new retail and dining options to the City. The design review package speaks to the design intent and architectural style.

We have not submitted an Environmental Impact Report – this site is previously disturbed. Aerial imagery from 1994 shows the site cleared. More recently, as part of a Code Enforcement action the invasive and exotic plant material were removed and the site was grubbed. Before this work occurred, a biologist was hired who reviewed the site for gopher tortoises and received a relocation permit through FWC for removal of gopher tortoises in accordance with state laws.

Also, a Beach/Dune protection plan was not submitted as this site is not located on the barrier island and does not impact any dune system.

I

Should you require further information or clarification, please call.

Sincerely,



Rebecca Grohall, AICP



**DEVELOPMENT REVIEW**

Property address or Location N. US Highway 1 Fort Pierce, FL, 34946

Parcel ID #(s) 1433-431-0001-000-4

Project description This is a project proposing to construct a new commercial center offering 23,600 SF retail 2,103 SF in fast casual/quick service restaurants and a 7, 900 SF fine dining restaurant.

Scavello Management, LLC  
**Property Owner(s)**  
 101 City Island Avenue  
 Street Address  
 Bronx NY 10464  
 City State Zip  
 347-680-3865  
 Phone Number  
 scavellop@aol.com  
 Email Address

MBV Engineering, Inc.  
**Applicant/Representative, Title, Company**  
 1835 20th Street  
 Street Address  
 Vero Beach FL 32960  
 City State Zip  
 772-569-0035  
 Phone Number  
 mbveng@mbveng.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.

*Paul Scavello*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this 30 day of April, 2021, by

Paul Scavello who is personally known to me or has produced \_\_\_\_\_ as identification.

*Jessica Hawkins*  
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:

33,603

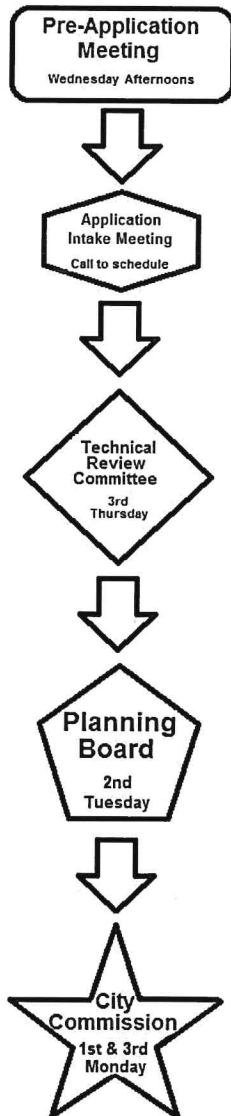
Non-Residential: Proposed Sq. Ft.: \_\_\_\_\_

Residential: Proposed Units: \_\_\_\_\_

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

North	South	East	West
Vacant	General Commercial	General Commercial	Canal/R.O.W

## 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 N. US Highway 1 Fort Pierce, FL, 34946

Parcel ID #(s) 1433-431-0001-000-4

Project Description This is a project proposing to construct a new commercial center offering 23,600 SF retail 2,103 SF in fast casual/quick service restaurants and a 7,900 SF fine dining restaurant.

Scavello Management, LLC  
**Property Owner(s)**  
 101 City Island Avenue  
**Street Address**  
 Bronx New York 10464  
**City State Zip**  
 347-680-3865  
**Phone Number**  
 scavellop@aol.com  
**Email Address**

MBV Engineering, Inc.  
**Applicant/Representative, Title, Company**  
 1835 20th Street  
**Street Address**  
 Vero Beach FL 32960  
**City State Zip**  
 772-569-0035  
**Phone Number**  
 mbveng@mbveng.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.

*Paul Scavello*  
 \_\_\_\_\_  
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY  
 The foregoing instrument was acknowledged before me this 30 day of April, 2021, by  
Paul Scavello who is personally known to me or has produced  
 \_\_\_\_\_ as identification.

*J. Hawkins*  
 \_\_\_\_\_  
 Signature of Notary



**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.

# Architectonic Inc

---

## Design Intent:

Careful consideration and thought have been given to the design presented herein, regarding orientation, access, landscaping, building design and budget.

## Criteria as follows:

Auto access to the property is proposed to be from Taylor Creek Plaza private easement with two entrances, thus allowing safer entry and departure and better disbursement of traffic following services. Parking therefore will be to in the middle of the three buildings.

Sandridge road is zoned for commercial use and in the vicinity of this property there is a combination of freestanding buildings along with the Publix Shopping Plaza. There is no consistent architectural style or theme along the North US Highway 1 corridor.

The majority of the architectural details selected exist on the nearby buildings. Articulation of the building façade is achieved by the use of three dimensional raised stucco banding, crown molding, stacked stone, frieze bands detailed in such a way as to promote vertical proportions. Other design elements include a water and fire features, towers, cupola, covered walks, covered entries, store fronts, and metal roofing. The exterior colors will complement the façade articulation with accent colors distinguishing the stucco banding from the body colors of the building.

The building, though tall, is a single story design with a variety of architectural story design with a variety of architectural details along with a combination of flat roofs with parapets, mansard roofs, and hip roofs with metal roofing, making it compatible with the existing, nearby structures.

Prepared by and return to:

Timothy H. Kenney, Esq.  
120 BUTLER ST SUITE B  
WEST PALM BEACH, FL 33407

(Space above this line reserved for recording office use only)

**WARRANTY DEED**

**1. IDENTIFICATION OF GRANTOR**

Grantor's name and address is: 233 CITY ISLAND LLC, a New York limited liability company  
101 City Island Avenue  
Bronx, NY 10464

The word "I" or "me" as hereafter used means the Grantor.

**2. IDENTIFICATION OF GRANTEE**

Grantee's name and address is: SCAVELLO MANAGEMENT LLC, a Florida limited liability company  
101 City Island Avenue  
Bronx, NY 10464

The word "you" as hereafter used means the Grantee.

**3. MEANINGS OF TERMS**

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

**4. DESCRIPTION OF REAL PROPERTY CONVEYED**

Property hereby conveyed (the "Real Property") is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

No documentary stamps are due and owing as there was no consideration. This is a transfer to a wholly-owned LLC.

SUBJECT TO comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and taxes for the year 2020 and subsequent years.

The Property Appraiser's Parcel Identification Number is 1433-431-0001-000-4.

**5. CONSIDERATION**

There is no consideration. This is a transfer from a wholly-owned LLC to another wholly-owned LLC.

**6. CONVEYANCE OF REAL PROPERTY**

For the consideration described in Paragraph 5, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

**7. WARRANTY**

I fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever except for covenants, reservations, restrictions and easements of record.

Executed on this 6<sup>th</sup> day of August, 2020.

233 CITY ISLAND LLC, a New York limited liability company

By: Paul Scavello  
PAUL SCAVELLO, Manager

Signed in the presence of:

Mike Scarpello  
Print Name: Mike Scarpello  
Witness

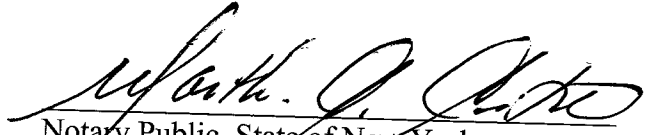
Signed in the presence of:

Marta C. Castro  
Print Name: MARTA C CASTRO  
Witness

STATE OF NEW YORK

COUNTY OF Queens

The foregoing instrument was acknowledged before me by means of  physical appearance or  online notarization on this 6<sup>th</sup> day of August, 2020, by PAUL SCAVELLO, as Manager of 233 CITY ISLAND LLC, a New York limited liability company, who is personally known to me or has produced his DRIVER'S License as identification and did take an oath and state: he is the individual described in and who executed the foregoing for the purposes therein expressed.

  
Notary Public, State of New York  
My Commission Expires:

MARTHA C. CASTRO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CA6306597  
Qualified in Queens County  
My Commission Expires June 23, 2022

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

COMMENCE AT THE NE CORNER OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID POINT BEING A 1 INCH IRON PIPE; THENCE RUN S.  $88^{\circ}21'15''$  W. A DISTANCE OF 109.28 FEET TO THE SE CORNER OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE RUN S.  $89^{\circ}11'58''$  W. ALONG THE SOUTH LINE OF SAID SECTION 33, A DISTANCE OF 996.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NO. C-25 (BELCHER CANAL) AND FORT PIERCE FARMS WATER CONTROL DISTRICT CAL NO. I; THENCE, MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINES OF CANAL NO. C-25 AND CANAL NO. 1, RUN N.  $20^{\circ}50'01''$  W. A DISTANCE OF 31.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.  $20^{\circ}50'01''$  W. A DISTANCE OF 75.75 FEET THENCE RUN N.  $34^{\circ}11'17''$  W. A DISTANCE OF 349.49 FEET; THENCE RUN N.  $23^{\circ}35'16''$  W. A DISTANCE OF 248.22 FEET; THENCE RUN N.  $00^{\circ}30'17''$  W. A DISTANCE OF 44.47 FEET; THENCE, LEAVING THE SAID EAST RIGHT OF WAY LINE OF CANAL NO. 1, RUN N.  $89^{\circ}07'15''$  E. A DISTANCE OF 575.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NW, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF SANDRIDGE ROAD (FORMERLY OLD U.S. 1 AND STATE ROAD NO. 4, BEING 66 FEET WIDE); THENCE RUN SOUTHWESTERLY ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF  $67^{\circ}04'31''$ , A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 29.27 FEET AND A LONG CHORD OF S.  $38^{\circ}30'35''$  W. A DISTANCE OF 27.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY, ALONG THE SAID CURVE, HAVING AN INTERIOR ANGLE OF  $137^{\circ}17'08''$ , A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 143.77 FEET AND A LONG CHORD OF S.  $04^{\circ}35'44''$  E. A DISTANCE OF 11.78 FEET TO A POINT OF CURVATURE; THENCE RUN S.  $07^{\circ}20'00''$  W. A DISTANCE OF 184.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG THE SAID CURVE HAVING AN INTERIOR ANGLE OF  $33^{\circ}35'57''$ , A RADIUS OF 251.60 FEET AND AN ARC LENGTH OF 147.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S.  $40^{\circ}55'58''$  W. A DISTANCE OF 251.56 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 33, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

### Property Identification

Site Address: N US HIGHWAY 1  
Sec/Town/Range: 33/34S/40E  
Parcel ID: 1433-431-0001-000-4  
Jurisdiction: Fort Pierce

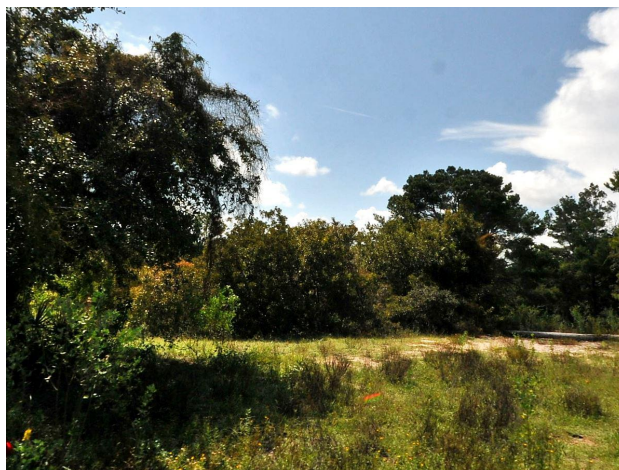
Use Type: 1000  
Account #: 139631  
Map ID: 14/33S  
Zoning: General Co

### Ownership

Scavello Management LLC  
101 City Island AVE  
Bronx, NY 10464

### Legal Description

33 34 40 COM AT NE COR SECTION 4-35-40 RUN S 88 DEG 21 MIN 15 SEC W 109.28 FT, TH S 89 DEG 11 MIN 58 SEC W ALG S LI OF SEC 33-34-40 996.14 FT TO ELY R/W LIOF SFWMD CANAL C-25 AND FPFWCD CANAL C-1, TH N 20 DEG 50 MIN 01 SEC W 31.57 FT TO POB, TH CONT N 20 DEG 50 MIN 01 SEC W 75.75 FT, TH N 34 DEG 11 MIN 17 SEC W 349.49 FT, TH N 23 DEG 35 MIN 16 SEC W 248.22 FT, TH N 00 DEG 30 MIN 17 SEC W 44.47 FT, TH N 89 DEG 07 MIN 15 SEC E 575.97 FT TOPT ON CURVE CONCAVE TO NW ON WLVR/W LI OF SANDRIDGE RD, TH SWLY ALG SD CURVE, R OF 25 FT, CA OF 67DEG 04 MIN 31 SEC, ARC 29.27 FT TO PT OF REVERSE CURVE CONCAVE TO E, TH ALG SD CURVE, R OF 60 FT, CA 137 DEG 17 MIN 08 SEC, ARC 143.77 FT, TH S 07 DEG 20 MIN 00 SEC W 184.22 FT TO PT CURVE CONCAVE TO NW, TH SWLY ON SD CURVE, R OF 251.50 FT, CA OF 33 DEG 35 MIN 57 SEC, ARC 147.54 FT, TH S 40 DEG 55 MIN 58 SEC W 251.56 FT TO POB (5.33 AC)



### Current Values

Just/Market Value: \$232,200  
Assessed Value: \$232,200  
Exemptions: \$0  
Taxable Value: \$232,200

### Total Areas

Finished/Under Air (SF): 0  
Gross Sketched Area (SF): 0  
Land Size (acres): 5.33  
Land Size (SF): 232,175

**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.

### Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

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

## Memorandum

**To:** Mr. Paul Scavello  
Scavello Management, LLC

**From:** Michael Young, P.E.  
Carlos G. Garcia, P.E.  
Bowman Consulting Group, Ltd.

**Date:** 8/6/2020

**Re:** Scavello Restaurant and Retail Development Traffic Impact Statement

---

This memorandum documents the Traffic Impact Statement for the proposed Scavello Restaurant and Retail Development located near the intersection of US 1 and Florida State Road A1A in the City of Fort Pierce, Florida.

### **Introduction**

The proposed development is to be located to the west of the existing Taylor Creek Commons development, nearby the intersection of US 1 and SR A1A in the City of Fort Pierce, Florida. **Figure 1** depicts the site location of the proposed development.



**Figure 1. Site Location**

The applicant is proposing to develop the 5.28-acre site with 23,600 square feet of retail, 7,900 square feet of fine dining, and 2,103 square feet of quick service restaurant. The conceptual plan for the proposed site is depicted in **Figure 2**.



one (1) exclusive right turn lane. The northbound approach has one (1) exclusive left turn lane, two (2) through lanes, and one (1) exclusive right turn lane. The southbound approach has one (1) exclusive left turn lane, two (2) through lanes, and one (1) exclusive right turn lane. The existing western leg of the intersection serves as a direct connection to Sandridge Road. Most likely, vehicles exiting the proposed development will utilize this existing segment to travel northbound on US Route 1. This segment will also likely be used as an entry point for site trips originating from the south and Florida Route A1A.

The major roadways within the vicinity of the proposed site are US Route 1, Florida Route A1A, and Juanita Avenue. These roadways will provide access to the proposed site, and are described below.

- US 1 within the study area is a four-lane divided highway with a north-south alignment and is currently classified as an Other Principal Arterial (OPA) with a posted speed limit of 45 miles per hour. According to the Florida Department of Transportation's (FDOT) online AADT database, US Route 1 currently has an AADT of 20,500 vehicles to the north of SR A1A and 30,000 vehicles to the south of SR A1A.
- SR A1A within the study area is a two-lane divided roadway which expands to a four-lane divided roadway as it approaches the intersection with US 1. It has an east-west alignment and is currently classified as a Minor Arterial with a posted speed limit of 40 miles per hour. According to FDOT's online AADT database, SR A1A currently has an AADT of 10,600 vehicles.
- Juanita Avenue within the study area is a two-lane undivided roadway with an east-west alignment and is currently classified as a Major Collector with a posted speed limit of 25 miles per hour. According to FDOT's online AADT database, Juanita Avenue currently has an AADT of 3,400 vehicles.

### **Proposed Development**

As previously discussed, the proposed Scavello Restaurant and Retail Development will occupy 5.28 acres west of the intersection of US Route 1 and Florida State Road A1A. The development will contain 23,600 square feet of retail, a 7,900 square foot fine dining restaurant, and a 2,103 square foot quick service restaurant.

### **Site Access**

Access to the proposed development will be provided via two (2) driveways located along Sandridge Road.

The two (2) access points to the site are expected to be provided via Sandridge Road (Old US Hwy 1) south of the intersection of Juanita Avenue and Sandridge Road. The first driveway is located approximately 700 feet from the intersection and the second driveway is located approximately 1,125 feet from the intersection. The two driveways are located about 425 feet from each other.

The northern site driveway forms a three-legged intersection with Sandridge Road and will have one (1) 17-foot ingress lane with one (1) 17-foot egress lane.

The southern site driveway forms a four-legged intersection with Sandridge Road and the existing Taylor Creek Commons development. This proposed driveway will have one (1) 12-foot ingress lane with one (1) 12-foot egress lane.

Additionally, the existing Taylor Creek Commons development currently has access to the eastern side of Sandridge Road at two (2) locations in front of the proposed development. As previously mentioned, the southern site driveway for the Scavello Restaurant and Retail Development will make up the fourth leg of one of these intersections. The Taylor Creek Commons development also provides access to US Route 1 at multiple points, with the majority of vehicles utilizing the previously mentioned signalized intersection.

**Figure 3** depicts the proposed configuration and location of the Scavello Restaurant and Retail Development site driveways.

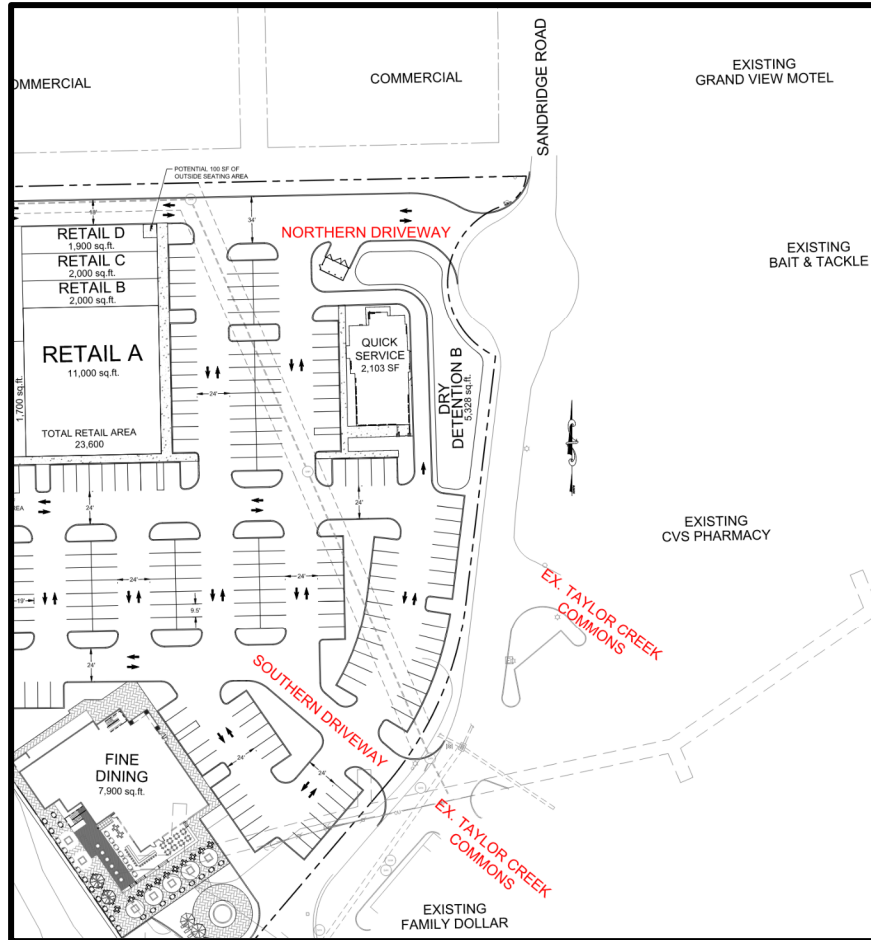


Figure 3. Site Driveway Configuration and Location

### Trip Generation and Trip Distribution

The Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10<sup>th</sup> Edition* was used to determine the number of trips generated by the proposed development. The projected trips are summarized in **Table 1** below.

**Table 1. Trip Generation**

Development	Land Use	Size	Units	Total Trips <sup>(1)</sup>			Internal Trips <sup>(2)</sup>			Pass-By Trips <sup>(3)</sup>			Primary Trips		
				In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total
<b>AM Peak Hour</b>															
Fine Dining Restaurant	931	7,900	S.F.	3	3	6	2	1	3	0	0	0	1	2	3
Retail Shopping Center	820	23,600	S.F.	101	63	164	1	3	4	24	14	38	76	46	122
Quick Service Restaurant	930	2,103	S.F.	3	1	4	1	0	1	0	0	0	2	1	3
<b>Total, AM Peak Hour</b>	--	--	--	<b>107</b>	<b>67</b>	<b>174</b>	<b>4</b>	<b>4</b>	<b>8</b>	<b>24</b>	<b>14</b>	<b>38</b>	<b>79</b>	<b>49</b>	<b>128</b>
<b>PM Peak Hour</b>															
Fine Dining Restaurant	931	7,900	S.F.	41	21	62	12	8	20	13	6	19	16	7	23
Retail Shopping Center	820	23,600	S.F.	90	97	187	14	17	31	26	27	53	50	53	103
Quick Service Restaurant	930	2,103	S.F.	16	14	30	5	6	11	0	0	0	11	8	19
<b>Total, PM Peak Hour</b>	--	--	--	<b>147</b>	<b>132</b>	<b>279</b>	<b>31</b>	<b>31</b>	<b>62</b>	<b>39</b>	<b>33</b>	<b>72</b>	<b>77</b>	<b>68</b>	<b>145</b>
<b>Average Weekday</b>															
Fine Dining Restaurant	931	7,900	S.F.	331	331	662	50	49	99	96	96	192	185	186	371
Retail Shopping Center	820	23,600	S.F.	445	446	891	67	67	134	110	110	220	268	269	537
Quick Service Restaurant	932 <sup>(4)</sup>	2,103	S.F.	118	118	236	18	17	35	0	0	0	100	101	201
<b>Total, Average Weekday</b>	--	--	--	<b>894</b>	<b>895</b>	<b>1789</b>	<b>135</b>	<b>133</b>	<b>268</b>	<b>206</b>	<b>206</b>	<b>412</b>	<b>553</b>	<b>556</b>	<b>1109</b>

(1) Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition  
(2) Internal trips calculated in accordance with ITE methodology. No ITE data is available for daily internal trips, so the average of the AM and PM peak hour internal capture percentage (17%, rounded down to 15% as a conservative approach) was utilized to develop these trips  
(3) Based on the Institute of Transportation Engineers Trip Generation Handbook, 3rd Edition. No data was available for Land Use 820 AM peak hour, and therefore this rate was assumed to be 10% less than the PM peak hour rate.  
(4) Average weekday trip data for Land Use 930 is very limited (only one study). Therefore the closest related use, Land Us 932, was used to develop the average weekday trip data for the quick service restaurant.

As shown in **Table 1** the proposed development is anticipated to generate 174 total trips (107 in and 67 out) during the morning peak hour, 279 total trips (147 in and 132 out) during the evening peak hour, and 1,789 total trips (894 in and 895 out) during an average weekday.

During the morning peak hour, 8 trips are expected to be internal trips (trips within the same development and not seen on the surrounding roadway network), and 38 trips are expected to be pass-by trips (trips that are currently on the roadway network and temporarily diverted into the proposed site). The 128 remaining trips during the morning peak hour are expected to be primary trips, or trips new to the roadway network.

During the evening peak hour, 62 trips are expected to be internal trips and 72 trips are expected to be pass-by trips. The 145 remaining trips during the evening peak hour are expected to be primary trips.

During an average weekday, 268 trips are expected to be internal trips and 412 trips are expected to be pass-by trips. The 1,109 remaining trips during an average weekday are expected to be primary trips.

The projected trip distribution for the proposed site was developed utilizing published AADT data from the Florida Department of Transportation’s online AADT database. The trip distribution calculations are summarized in **Table 2** below.

**Table 2. Trip Distribution Development Calculations**

Road Segment	AADT	Total AADT	Percentage	Rounded Percentage
Juanita Ave	3400	64500	5%	5%
US Rte 1 - Northern Leg	20500		32%	30%
US Rte 1 - Southern Leg	30000		47%	50%
North Cswy	10600		16%	15%

The projected trip distribution for the proposed development is depicted graphically in **Figure 4** below.

The peak hour trip generation for the proposed development was applied to the trip distribution to develop the projected site trips at the proposed site driveways. The site trips expected at the proposed site driveways are depicted graphically in **Figure 5** below.

**LEGEND**

12% - TRIP DISTRIBUTION



**LEGEND**

123: AM Peak Hour Traffic Volumes  
(123): PM Peak Hour Traffic Volumes



### **Additional Information**

Based on the proposed land uses in the Scavello Restaurant and Retail Development, it is typically anticipated that approximately 2.0% of site traffic associated with the site will consist of heavy vehicles.

To facilitate deliveries for both the retail and restaurant portions of the overall development, the proposed site should be designed to accommodate the traffic and turning movements associated with a WB-50 vehicle, which are usually associated with developments of this kind.

### **Traffic Impact Analysis Determination**

The St. Lucie Transportation Planning Organizations, *Standardized Traffic Impact Studies (TIS) Methodology and Procedures* was used to determine the study area and analysis criteria for the preparation of a traffic study for the proposed development.

Based on the information contained in the document and the information contained in this traffic impact statement, the traffic study for the proposed Scavello Restaurant and Retail Development will be required to analyze the following roadway segments:

- US 1 from Avenue O to SR A1A
- US 1 from SR A1A to Juanita Avenue
- SR A1A from US 1 to Old Dixie Highway

Additionally, the traffic study will be required to analyze the following four (4) intersections:

- US 1 and SR A1A
- Juanita Avenue and Sandridge Road
- Sandridge Road and Northern Site Driveway
- Sandridge Road and Southern Site Driveway



## 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) 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>B. Wastewater:</b>	
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

<b>C. Parks and Recreation (Residential Classifications Only):</b> (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			

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

<b>E. Solid Waste: Residential</b> (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
**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)

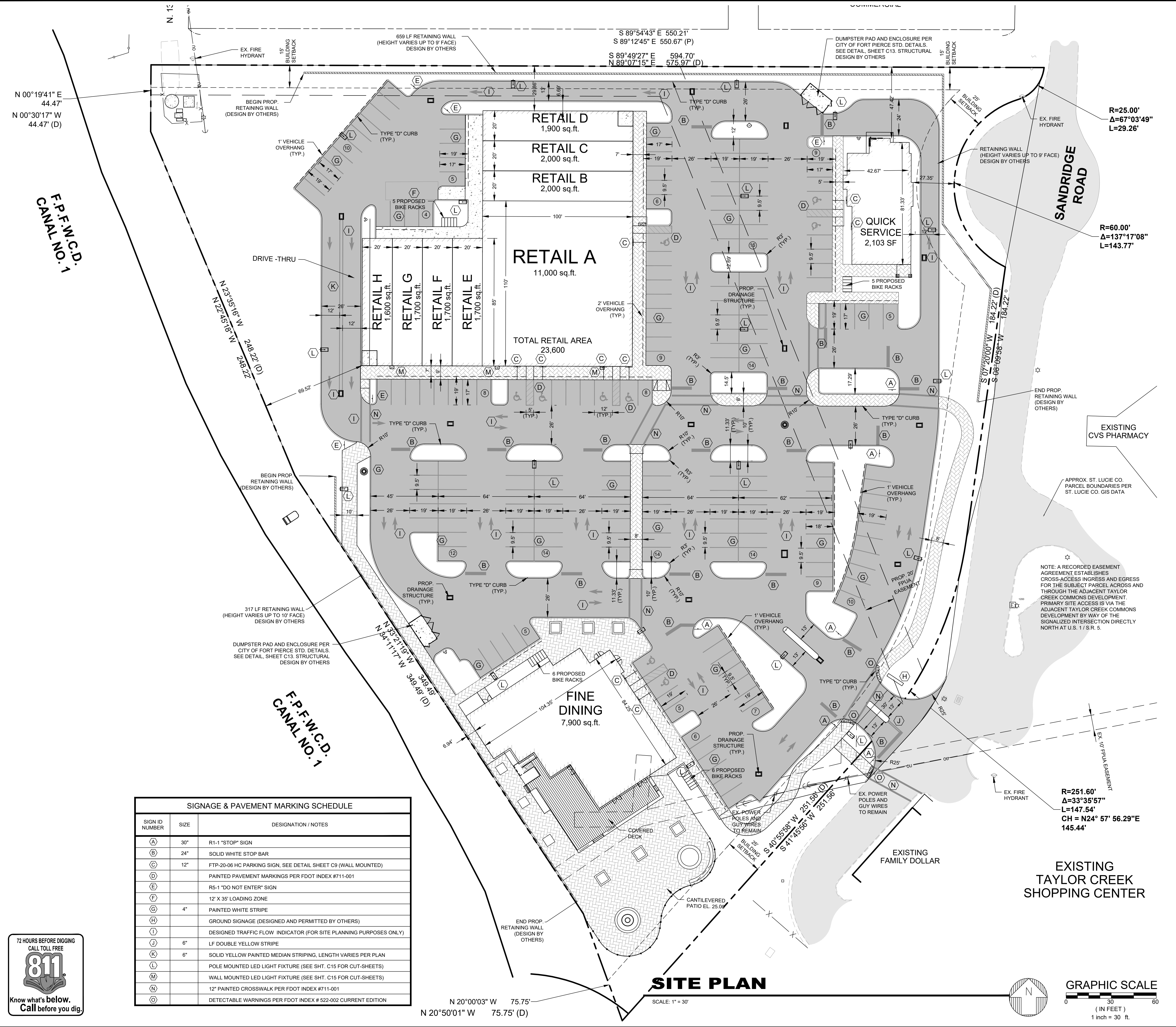


<b>NON-RESIDENTIAL DATA</b>					
<b>Type(s) specify</b>	<b>Phase</b>	<b>Square footage</b>	<b>Acres</b>	<b>Expecting beginning date</b>	<b>Expected completion date</b>

- A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated.  Yes  No
- B. 1. Does this application involve demolition or re-use of any structure(s)?  Yes  No  
If yes, what is the size of the structure(s) to be demolished or re-used? \_\_\_\_\_
2. What is the current use of the structure to be demolished or re-used? \_\_\_\_\_
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site?  Yes  No  
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

\*\* Complete section if requesting a change in zoning, future land use, or expanding



**PROJECT INFORMATION**

**PROJECT DESCRIPTION**  
 THIS IS A PROPOSED PROJECT TO CONSTRUCT A NEW COMMERCIAL CENTER OFFERING 23,600 SF RETAIL, 2,103 SF IN FAST CASUAL/QUICK SERVICE RESTAURANTS, AND A 7,900 SF FINE DINING RESTAURANT

**OWNER/APPLICANT**  
 SCAVELLO MANAGEMENT, LLC  
 101 CITY ISLAND AVE  
 BRONX, NEW YORK 10464  
 PHONE (347) 680-3865

**ARCHITECT**  
 ARCHITECTONIC, INC.  
 806 DELAWARE AVE  
 FORT PIERCE, FLORIDA 34950  
 PHONE (772) 460-7751

**ENGINEER**  
 MBV ENGINEERING, INC.  
 1835 20TH STREET  
 VERO BEACH, FLORIDA 32980  
 PHONE (772) 569-0035

**SURVEYOR**  
 BOWMAN CONSULTING GROUP, LTD., INC.  
 301 S.E. OCEAN BLVD., SUITE 301  
 STUART, FLORIDA 34994  
 PHONE (772) 283-1413

**SITE ADDRESS**  
 N US HIGHWAY 1  
 FORT PIERCE, FLORIDA 34946

**TAX PARCEL I.D. NUMBER**  
 1433-431-0001-000-4

**ZONING** C-3  
**LAND USE** GC  
**LATITUDE** 27°28'11.57" N  
**LONGITUDE** 80°20'5.19" W

**SITE DATA**

	SF	AC	%
SITE AREA	230,100 SF	5.28 AC	100.00%
EXISTING LAND IS VACANT			
<b>PROPOSED SITE DATA</b>			
SITE AREA	230,100 SF	5.28 AC	100.00%
IMPERVIOUS AREA	163,174 SF	3.74 AC	70.91%
PROPOSED BUILDINGS	33,803 SF	0.77 AC	14.80%
PROPOSED PAVEMENT	129,571 SF	2.97 AC	56.31%
PERVIOUS AREA	66,926 SF	1.54 AC	29.09%

**ZONING DATA**

C-3 CRITERIA	REQUIRED	EXISTING	PROPOSED
LOT SIZE	10,000 SF	230,100 SF	230,100 SF
LOT WIDTH	70' MIN.	756.35'	756.35'
LOT DEPTH	90' MIN.	594.70'	594.70'
BUILDING SETBACKS:			
FRONT (EAST)	25'	0'	27.35'
SIDE (NORTH)	15'	0'	29.86'
REAR (CANAL)	0'	0'	6.94'
BUILDING COVERAGE	60% MAX.	0%	14.80%
OPEN SPACE	20% MIN.	100%	29.09%
BUILDING HEIGHT	65' MAX.	NA	65' MAX.

**PARKING DATA**

	SF	RATIO	SPACES
RETAIL A - H	23,600	1 / 200	118
QUICK SERVICE RESTAURANT	2,103	1 / 75	29
* FINE DINING RESTAURANT	(7,900 - 1,200) =	1 / 100	67
TOTAL REQUIRED			214
PROVIDING 22 BIKE RACKS			189 **
(1 per 10 Required Parking Spaces)		(INCL. 9 H.C.)	

\* 1,200 SF Exemption per The Code of Ordinances of The City of Fort Pierce, Sec. 125-315.(a)(4)a.  
 \*\* This count reflects a 12% reduction based upon shared users

**STORMWATER DESCRIPTION**  
 ON-SITE STORMWATER RUNOFF FROM THE PROPOSED NEW IMPERVIOUS AREA INCLUDING BUILDINGS AND ROOFTOPS WILL BE COLLECTED BY STORM INLETS AND ROUTED TO AN UNDERGROUND STORMWATER CHAMBER SYSTEM FOR WATER QUANTITY ATTENUATION AND WATER QUALITY TREATMENT UTILIZING ON-LINE DRY RETENTION IN ACCORDANCE WITH SFWMND AND CITY OF FT. PIERCE REQUIREMENTS. STORMWATER OUTFALLS IS PROPOSED TO THE FT. PIERCE FARMS WATER CONTROL DISTRICT CANAL NO. 1 DIRECTLY WEST OF THE PROJECT AREA.

**FLOOD ZONE**  
 THE LANDS BOUND BY THIS SURVEY ARE LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X" (AREA OF MINIMAL FLOOD HAZARD) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NUMBER 12111C0177K, DATED FEBRUARY 19, 2020, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY THIS PARCEL IS SITUATED IN.

**LEGAL DESCRIPTION**  
 SEE COVER SHEET

**WASTEWATER SOURCE**  
 FORT PIERCE UTILITY AUTHORITY

**POTABLE WATER SOURCE**  
 FORT PIERCE UTILITY AUTHORITY

**PERMITS REQUIRED**  
 CITY OF FORT PIERCE (CoFP) DEVELOPMENT REVIEW  
 CoFP VEGETATION REMOVAL  
 CoFP CONCURRENCY REVIEW  
 CoFP EROSION AND SEDIMENT CONTROL AFFIDAVIT  
 CoFP DESIGN REVIEW  
 FORT PIERCE UTILITY AUTHORITY  
 FORT PIERCE FARMS WATER CONTROL DISTRICT  
 SFWMD PERMIT  
 FDEP WATER  
 FDEP WASTEWATER  
 FDEP NPDES NOTICE OF INTENT  
 FDOT PRE-APP  
 FDOT DRAINAGE

**CONSTRUCTION SCHEDULE**  
 CONSTRUCTION START: OCTOBER 2021  
 CONSTRUCTION END: APRIL 2023

**TRAFFIC STATEMENT**  
 1/ PER ITE, 10TH EDITION;  
 AND BOWMAN ENGINEERING TRAFFIC IMPACT STATEMENT DATED 8/06/2020

1. FINE DINING RESTAURANT  
 662 ADT (331 ENTRY, 331 EXIT)
2. RETAIL SHOPPING CENTER  
 891 ADT (445 ENTRY, 446 EXIT)
3. QUICK SERVICE RESTAURANT  
 236 ADT (118 ENTRY, 118 EXIT)

TOTAL 1789 ADT (894 ENTRY, 895 EXIT)

**LEGEND**

[Pattern]	EXISTING ASPHALT
[Pattern]	PROPOSED ASPHALT
[Pattern]	PROPOSED CONCRETE
[Pattern]	PROPOSED STAMPED CONCRETE

**ALL ELEVATIONS NAVD 1988**

**SIGNAGE & PAVEMENT MARKING SCHEDULE**

SIGN ID NUMBER	SIZE	DESIGNATION / NOTES
(A)	30"	R1-1 "STOP" SIGN
(B)	24"	SOLID WHITE STOP BAR
(C)	12"	FTP-20-06 HC PARKING SIGN, SEE DETAIL SHEET C9 (WALL MOUNTED)
(D)		PAINTED PAVEMENT MARKINGS PER FDOT INDEX #711-001
(E)		R5-1 "DO NOT ENTER" SIGN
(F)		12' X 36' LOADING ZONE
(G)	4"	PAINTED WHITE STRIPE
(H)		GROUND SIGNAGE (DESIGNED AND PERMITTED BY OTHERS)
(I)		DESIGNED TRAFFIC FLOW INDICATOR (FOR SITE PLANNING PURPOSES ONLY)
(J)	6"	LF DOUBLE YELLOW STRIPE
(K)	6"	SOLID YELLOW PAINTED MEDIAN STRIPING, LENGTH VARIES PER PLAN
(L)		POLE MOUNTED LED LIGHT FIXTURE (SEE SHT. C15 FOR CUT-SHEETS)
(M)		WALL MOUNTED LED LIGHT FIXTURE (SEE SHT. C15 FOR CUT-SHEETS)
(N)		12" PAINTED CROSSWALK PER FDOT INDEX #711-001
(O)		DETECTABLE WARNINGS PER FDOT INDEX # 522-002 CURRENT EDITION



NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		

JOB NO. 21-0009  
 DESIGNED RG  
 DRAWN SS  
 DATE APRIL 2021  
 CHECKED JAS  
 DATE ISSUED 04-30-2021

**MBV ENGINEERING, INC.**  
 MOIA BOWLES VILLAMIZAR & ASSOCIATES  
 CONSULTING ENGINEERING CA #3728  
 1835 20TH STREET  
 VERO BEACH, FLORIDA 32980  
 PHONE (772) 569-0035  
 FORT PIERCE, FL. PH (772) 468-8605

**SITE PLAN**

SCAVELLO MANAGEMENT, LLC  
 TAYLOR CREEK

FLORIDA

CITY OF FORT PIERCE

**AARON J. BOWLES**  
 LICENSE No. 55313  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER

**C6**

21-0009



PARCEL ID: 1433-802-0027-000-0  
 OWNER: CHUA INVESTMENT INC  
 ADDRESS: N 13TH ST.

**SAN DIEGO AVENUE**  
 25' R/W PER P.B. 8, PG. 35  
 (NOT OPEN)

PARCEL ID: 1433-802-0027-000-0  
 OWNER: CHUA INVESTMENT INC  
 ADDRESS: N 13TH ST.

PARCEL ID: 1433-431-0000-010-0  
 OWNER: FPFWCD  
 ADDRESS: JUANITA AVE.

PARCEL ID: 1433-440-0005-000-0  
 OWNER: REAL SUB LLC  
 ADDRESS: 1899 N. US HIGHWAY 1

Project Team

Landscape Architect:

**LAS** LANDSCAPE ARCHITECTURAL SERVICES, LLC

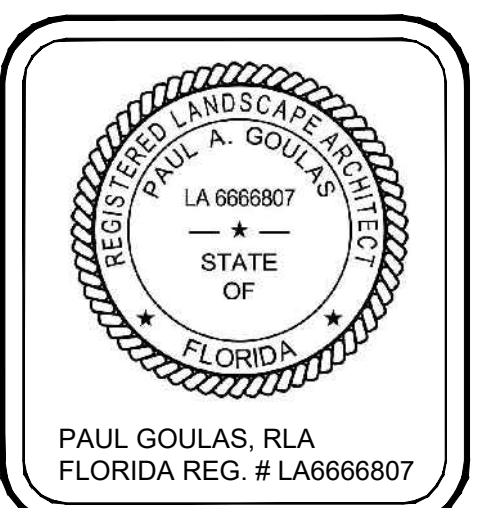
Brandon White | Owner  
 772-834-1357 | brandon@las-fl.com  
 Paul Goulas | Owner  
 772-631-8400 | paul@las-fl.com  
 1708 SE Joy Haven Street  
 Port St. Lucie, FL 34983

Civil Engineer:

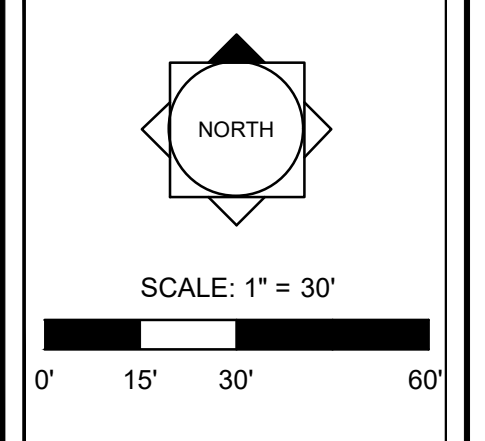
**MBV** ENGINEERING, INC.

**SCAVELLO MANAGEMENT, LLC**  
**TAYLOR CREEK**  
 Rendered Site Plan

Revisions		
Date	Init.	Description
08.04.21	PG	Rendered Site Plan
12.28.21	PG	Revised Per Site Plan



Drawn By: PG  
 Checked By: PG  
 Municipal Project:

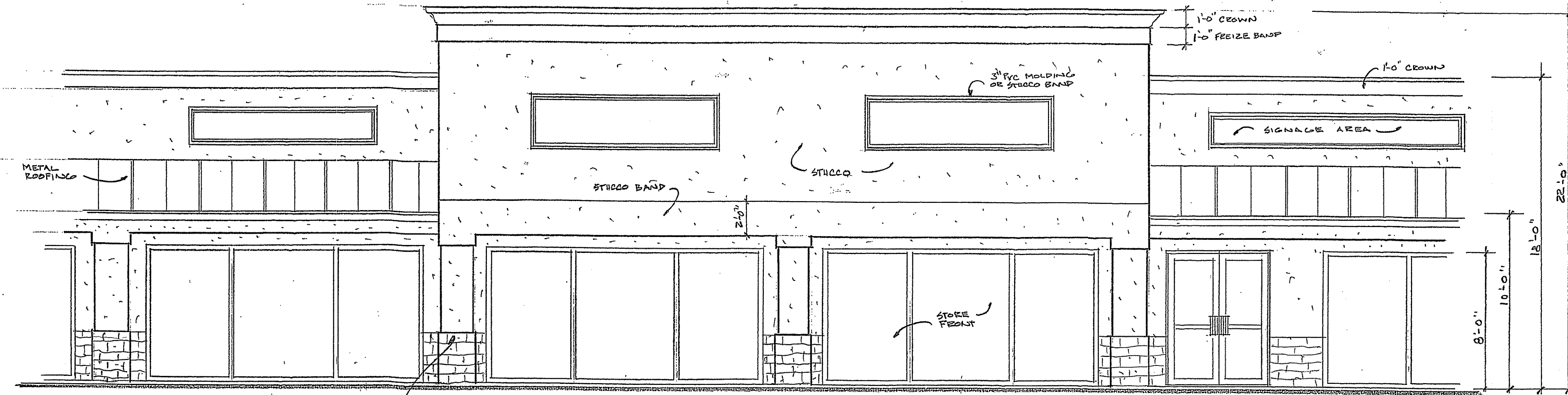




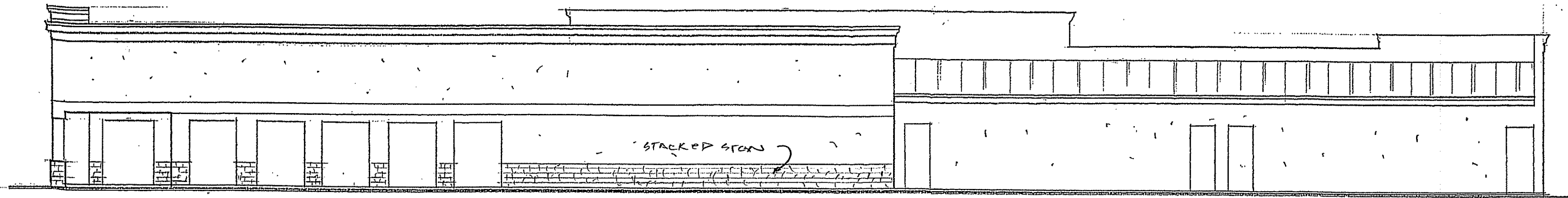




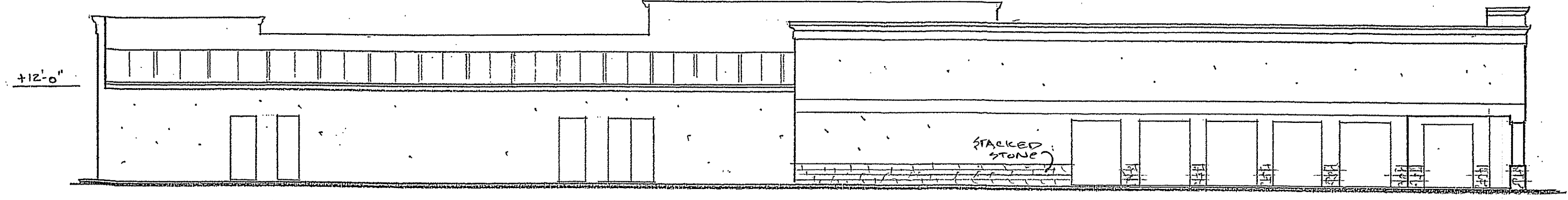




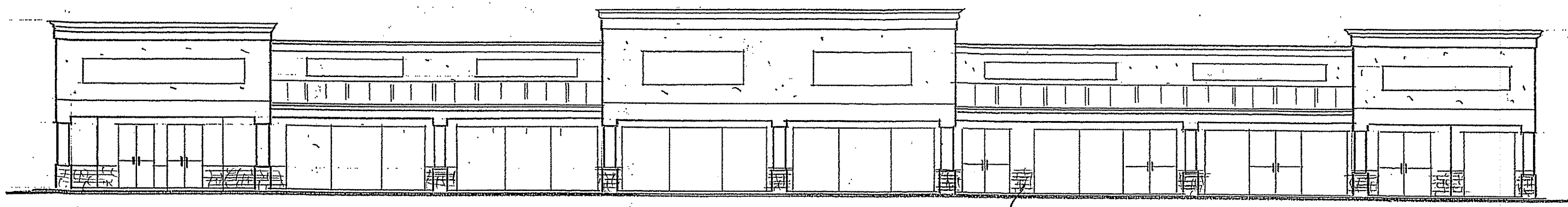
ENLARGED PARTIAL RIGHT SIDE ELEVATION  
3/32"



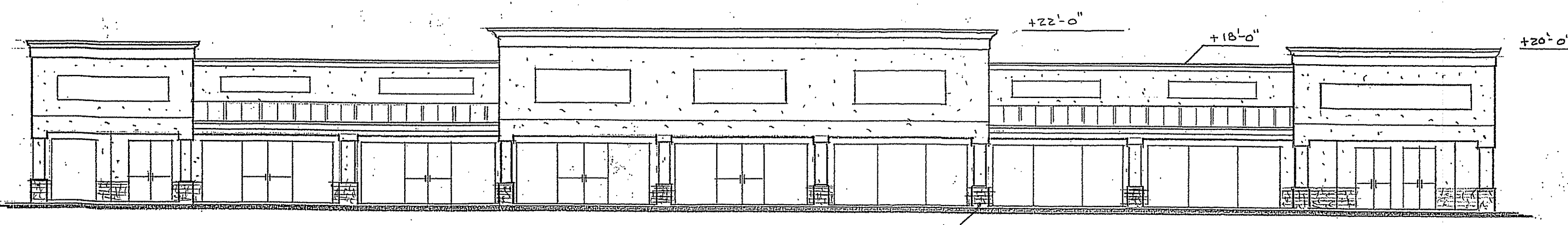
REAR ELEVATION  
3/32"



LEFT SIDE ELEVATION  
3/32"



RIGHT SIDE ELEVATION  
3/32"



FRONT ELEVATION  
3/32"

ARCHITECT  
**Architectonic Inc**  
 808 DELAWARE AVENUE  
 FORT PIERCE, FLORIDA 34950  
 T: 772 460 7751  
 F: 772 460 4244  
 WWW.ARCHITECTONIC.COM  
 STATE REG # AA26003348  
 COPYRIGHT 2020  
 PROJECT  
 SCAVELLO MANAGEMENT, LLC  
**TAYLOR CREEK**  
 CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA  
 ARG8888

REVISIONS		
NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

**A-2** OF  
 RETAIL

PROJECT NUMBER **C21010**  
 DATE





## DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

This Declaration of Restrictions and Grant of Easements (hereinafter referred to as the "Declaration") is made this 15<sup>th</sup> day of OCTOBER, 1990, by TAYLOR CREEK ASSOCIATES, LTD., a Florida Limited Partnership (hereinafter referred to as the "Declarant").

## WITNESSETH:

WHEREAS, Declarant is the owner of five (5) adjoining and contiguous parcels of land situated near the intersection of U.S. Highway No. 1 and North AlA, in the City of Fort Pierce, St. Lucie County, Florida, each Parcel being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (said Parcels being hereinafter collectively referred to as the "Parcels" and individually as Parcel 1, Parcel 2, Parcel 3, Parcel 4, or Parcel 5, respectively, as more particularly set forth in Exhibit "A," attached hereto); and

WHEREAS, in the future Declarant plans to construct or to permit to be constructed on the Parcels various commercial buildings and improvements, which together in the future will constitute a shopping center; and

WHEREAS, Declarant desires to declare, establish, grant, and provide for the benefit of:

- (a) Declarant and any present or subsequent owners of all or any portion of the Parcels and their respective heirs, legal representatives, successors, and assigns, or all of them, and any successors entitled to all or any portion of the Parcels (hereinafter collectively referred to as the "Owners");
- (b) Food Lion, Inc., a North Carolina corporation, duly qualified to transact business in the State of Florida (hereinafter individually or collectively referred to as "Food Lion");
- (c) Rite-Aid of Florida, Inc., a Florida corporation (hereinafter referred to as "Rite-Aid");
- (d) The holder or holders of any first mortgage now or in the future constituting a lien against all or any portion of the Parcels (hereinafter referred to as the "Mortgagee"); and
- (e) The tenants and occupants from time to time of any of the commercial buildings constructed within the building areas on the Parcels, their employees, successors, and assigns, customers and invitees, which group shall be hereinafter collectively referred to as the "Beneficiaries"

certain restrictions, rights, obligations, easements, and licenses to run with the title to the Parcels which restrictions, rights, obligations, easements, and licenses are designed to create a mutually beneficial building plan, automobile parking plan, plan for the arrangement and design of the improvements to be located upon the Parcels and their permitted uses in the shopping center comprised of the Parcels; and

Rec Fee \$ 69.00 DOUGLAS DIXON  
 All Fees \$ \_\_\_\_\_  
 Doc Fees \$ \_\_\_\_\_ Clerk of Circuit Court  
 Int Tax \$ \_\_\_\_\_  
 Total \$ 69.00 Deputy Clerk

## RETURN TO:

Bruce R. Abernethy, Jr., Esq.  
 P.O. Box 1270 C4 Box  
 Fort Pierce, FL 34954

NEILL GRIFFIN JEFFRIES & LLOYD  
 CHARTERED

P.O. BOX 1270, FORT PIERCE, FLORIDA 34954 - TELEPHONE (407) 464-8200

0712 PAGE 083

WHEREAS, Declarant has entered into a Lease with Food Lion (hereinafter referred to as the "Food Lion Lease") which demises to Food Lion, as Tenant, certain premises located upon Parcel 1 described on Exhibit "A" attached hereto for an initial term of twenty (20) years commencing upon the completion of certain construction improvements as set forth in the Lease. The initial Lease term is subject to four (4) successive option extensions each for a period of five (5) years. A short form of the Lease will be recorded in the public records of St. Lucie County, Florida; and

WHEREAS, Declarant has entered into a Lease with Rite-Aid (hereinafter referred to as the "Rite-Aid Lease") which demises to Rite-Aid, as Tenant, certain premises located upon Parcel 1 described on Exhibit "A" attached hereto for an initial term of ten (10) years commencing upon the completion of certain construction improvements as set forth in the Lease. The initial Lease term is subject to five (5) successive option extensions, each for a period of five (5) years. A short form of the Lease will be recorded in the public records of St. Lucie County, Florida; and

WHEREAS, the establishment of the restrictions, rights, privileges, and easements created in this Declaration is one of the principal inducements to Food Lion and Rite-Aid having entered into the aforescribed Lease Agreements.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to the Declarant, to the Owners, to Food Lion, to Rite-Aid, to Mortgagee, and to the Beneficiaries, the Declarant, for itself, its heirs, personal representatives, successors, grantees, and assigns, hereby grants, declares, and provides as follows:

1. Without the prior written consent of Declarant and, during the term of the Food Lion Lease, Food Lion, no above ground buildings or structures of any kind shall be erected or placed on any of Parcels 3, 4, or 5 which shall exceed one (1) story nor twenty-five (25) feet in height (measured from natural ground level prior to construction).

2. No buildings to be constructed on any of the Parcels shall exceed the maximum lot coverage standards specified by the governmental entity having jurisdiction over the Parcels. The remainder of the land in any of the Parcels which is not used for building construction or for uses accessory to the buildings constructed thereon shall be reserved for use as common facilities (hereinafter referred to as "Common Facilities"), and no buildings or structures of any kind shall be constructed within the areas reserved for Common Facilities, which may be used only as vehicular parking areas, roadways, service areas, drives, entranceways, exits, sidewalks, and landscaped areas, but permitting those necessary appurtenances for such uses including, without limitation, paving, light standards, curbing, directional signs, drainage facilities, and underground facilities, and pylon signs advertising the shopping center and the business or businesses conducted by the occupants of commercial buildings on the respective Parcels. For all purposes herein, "building construction" shall be deemed to include both original building construction and subsequent reconstruction or reconfiguration of improvements located upon the Parcels, provided all building construction shall be approved by the governmental entity having jurisdiction over such activities, it being the intention hereof that only those areas not utilized for building construction, as defined herein, or uses accessory thereto, shall be reserved for use as Common Facilities.

3. Declarant establishes and creates for Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, and gives, grants, and conveys to each and every one of the Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, and to their respective employees, servants, agents, suppliers, customers, and invitees, a mutual, reciprocal, and non-exclusive easement, right, license, and privilege of passage and use (without payment of any fee or charge being made therefore), both pedestrian and vehicular, over, across, and upon any and all portions of the Common Facilities for the limited purpose of ingress and egress, and all Common Facilities from time to time existing upon the Parcels are expressly reserved and set apart for such purpose or purposes, respectively. No barriers, fences, or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Common Facilities from time to time devoted to parking, pedestrian access, or vehicular roadways, or in any manner restrict or interfere with the full and complete use and enjoyment of the rights and easements created by this Section 3. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes. In addition, an Owner may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction, and reconstruction. Nothing set forth herein is intended to be construed to create any rights for cross parking among the Parcels or for the benefit of the general public in any one of the Parcels or in any of the improvements which may be constructed thereon. The easements granted to Food Lion pursuant to this Section 3 shall be effective only for the period of time during which the Food Lion Lease remains in full force and effect. The easements granted to Rite-Aid pursuant to this Section 3 shall be effective only for the period of time during which the Rite-Aid Lease remains in full force and effect.

4. Declarant establishes and creates for the benefit of the Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, and gives, grants, and conveys to each and every one of the Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries, a mutual reciprocal and non-exclusive right and easement in, under, over, across, upon, and through any and all portions of the Common Facilities for the installation, use, maintenance, repair, and replacement of all utility lines, wires, pipes, conduits, sewers, drainage lines, and other utilities necessary to serve the Parcels; provided, however, that no pipes, conduits, sewers, drainage lines, or other utility apparatus necessary to serve the Parcels shall be placed above the surface of the Common Facilities without the prior consent of Declarant, Owners, Mortgagee, Food Lion, and Rite-Aid which said consent shall not be unreasonably withheld; and provided further, that any and all damage to the Common Facilities or building areas occasioned by such work shall be promptly repaired and restored at the sole cost and expense of the party causing such work to be performed. To the extent possible, any such utility improvements shall be confined to areas contiguous to the Parcel property lines. In no event shall the installation or servicing of such utility improvements be permitted to unreasonably interfere with ongoing business operations upon the affected Parcel, nor shall the access to the affected Parcel be unreasonably interfered with or restricted. If, pursuant to the terms hereof, any party installs utilities across the Parcel of another party (hereinafter referred to as the "Affected Parcel"), the party installing the utilities shall relocate that utility at its sole cost and expense if such relocation is required as a result of subsequent construction of improvements upon the Affected Parcel. The easements and consent rights granted to Food Lion pursuant to this Section 4 shall be effective only for the period of time during which the Food Lion Lease remains in full force and effect. The easements and consent rights granted to Rite-Aid

pursuant to this Section 4 shall be effective only for the period of time during which the Rite-Aid Lease remains in full force and effect.

5. For and during the term of the Food Lion Lease and any extensions or renewals thereof, Food Lion shall have the exclusive right to operate a supermarket upon Parcel 1, and, subject to certain exceptions set forth hereinbelow, no other portion or portions of any of the Parcels shall be permitted to be occupied or leased or rented, directly or indirectly, for occupancy as a: supermarket, grocery store, convenience food store (except for in conjunction with a gas station not exceeding 1,012 square feet of building area), business selling packaged or fresh seafood, meat, or poultry for off premises consumption, business selling packaged or fresh produce or vegetables for off premises consumption, business selling dairy products (excluding cone ice cream and yogurt) for off premises consumption, or business selling packaged or fresh bakery products for off premises consumption provided, however, that the above restrictions shall not be construed to prohibit a drug store (Rite-Aid) from selling these items, if such sales are normally a part of the drug store business operation and are ancillary to the sale of health and beauty aids and pharmaceuticals, nor shall any owner, tenant, or occupant of any portion of any one of the Parcels be permitted to lease or sublet in any manner, directly or indirectly, all or any part of any of the Parcels to any person, firm, or corporation engaged in such business without the prior written consent of Food Lion.

Notwithstanding the foregoing, delicatessen/bakery business operations with lease terms not to exceed three (3) years may be conducted upon any of the Parcels without Food Lion's consent and, further, if Food Lion has not installed a delicatessen/bakery within its business operation conducted upon Parcel 1 prior to six (6) months before the end of any such permitted three (3) year lease term, then said permitted delicatessen/bakery lease may be renewed or new delicatessen/bakery leases may be entered into for one (1) additional three (3) year term, provided, however, that in no event shall this provision be construed to preclude Food Lion from adding and/or opening a delicatessen/bakery operation within its business operation at any time during the Food Lion Lease term, including all extensions thereof.

In addition to the above described use restrictions, for and during the term of the Lease to Food Lion and any extensions or renewals thereof, no Parcel or any portion or portions thereof shall, without the written consent of Food Lion, be permitted to be occupied or leased or rented, directly or indirectly, for occupancy as a: Theater (motion picture or legitimate), health spa, skating rink, bowling alley, restaurant (subject to limitations set forth herein below), or any other health, recreational, or entertainment type activity, or establishment which sells alcoholic beverages for on premises consumption where such restricted uses shall be located within 500 feet of the premises leased to Food Lion pursuant to the aforementioned Food Lion Lease. Notwithstanding the above, a 3,000 square foot portion of the improvements to be located upon Parcel 1 may be utilized as a restaurant, in accordance with the terms and conditions of the Food Lion Lease. Also, notwithstanding the use restrictions set forth hereinabove, those restaurants which are specifically listed immediately herein below, or those restaurants which are typical in operation to those listed immediately herein below, shall be permitted to operate upon Parcels, 2, 3, 4, or 5, provided they: (a) meet the height and building area restrictions set forth in Section 1 of this Declaration, (b) have legally adequate on site parking facilities for the intended operation, (c) are not granted cross or reciprocal parking easements, and (d) do not sell alcoholic

beverages other than beer and wine without Food Lion's written approval. The restaurants referred to immediately hereinabove are:

McDonalds  
Pizza Hut  
Roy Rogers  
Tastee Freeze  
Kentucky Fried Chicken  
Arbys  
Taco Bell

Wendys  
Pizza Inn  
Burger King  
BoJangles  
Church's Fried Chicken  
Dairy Queen  
Hardees

It is further understood and agreed that any one of the restaurants specifically listed immediately herein below or any similar restaurant operation shall be permitted to operate on Parcel 3 only, provided they: (a) meet the height and building area restrictions set forth in Section 1 of this Declaration, (b) have legally adequate on site parking for the intended operation, (c) are not granted cross or reciprocal parking easements, and (d) do not sell alcoholic beverages other than beer and wine without Food Lion's approval. The restaurants referred to immediately hereinabove are:

Golden Corral  
Shoneys  
Quincys

Western Steer  
Western Sizzlin

The use restrictions set forth in this Section 5 are imposed upon the Parcels for the sole benefit of Food Lion in accordance with the terms and conditions of the Food Lion Lease, and shall be effective only for and during the term of the Food Lion Lease, and any extensions or renewals thereof. The use restrictions set forth in this Section 5 may be waived, in whole or in part, by Food Lion, which waiver shall be evidenced by a recordable instrument executed by Food Lion (or its successors and/or assigns), which instrument shall make specific reference to this Section 5 and shall specifically refer to the use restriction being modified and/or waived by Food Lion.

6. For and during the term of the Lease to Rite-Aid and any extensions or renewals thereof, Rite-Aid shall have the exclusive right to operate a health and/or beauty aids store or pharmacy upon Parcel 1, and no other portion or portions of any of the Parcels shall, without the written consent of Rite-Aid, be permitted to be occupied or leased or rented, directly or indirectly, for occupancy by a business selling health and/or beauty aids or prescription drugs, provided, however, that as to health and beauty aids only, the restrictions set forth herein shall not restrict Food Lion, or the incidental sale of health and beauty aids by a barber shop, beauty parlor, discount department store, or similar type business from carrying and selling health and beauty aids as an incidental item to its main business activity.

The use restrictions set forth in this Section 6 are imposed upon the Parcels for the sole benefit of Rite-Aid in accordance with the terms and conditions of the Rite-Aid Lease, and shall be effective only for and during the term of the Rite-Aid Lease, and any extensions or renewals thereof. The use restrictions set forth in this Section 6 may be waived, in whole or in part, by Rite-Aid, which waiver shall be evidenced by a recordable instrument executed by Rite-Aid (or its successors and/or assigns), which instrument shall make specific reference to this Section 6 and shall specifically refer to the use restriction being modified and/or waived by Rite-Aid.

7. Prior to the commencement of the construction of any improvements upon any of Parcels 3, 4, or 5, the Owner of the respective Parcel (hereinafter referred to as the "Parcel Owner") shall submit to the Declarant a site plan and plans and specifications for construction (including landscaping and grading) of such improvements on the respective Parcel, including working drawings, landscape plans, and sign designs and locations (collectively the "Plans"). The Plans must demonstrate compliance with all requirements of any Governmental or Quasi-Governmental entity claiming jurisdiction over or regulating the intended construction in any way, specifically including any requirements of the City of Fort Pierce. The Declarant shall have the right of approval or disapproval of such Plans, specifically including, and not by way of limitation, the right of approval of the architecture and materials to be used in the construction, the right of approval of the location of improvements on the Parcel, the right of approval of all floor elevations, the right of approval of the location of any and all signs, provided, however, that in reviewing the Plans, the Declarant may not unreasonably withhold approval if the proposed improvements are architecturally and aesthetically compatible with the adjacent shopping center improvements located upon Parcels 1 and 2 and provided the Plans are in compliance with all applicable building regulations. If notice of disapproval is not given by the Declarant within thirty (30) days after the Declarant's receipt of such Plans, they shall be deemed approved. Once such Plans have been approved, all improvements shall be constructed in accordance with such Plans as approved. If any construction is begun, including landscaping or grading, prior to approval of the Plans by the Declarant, or if after the Plans are approved any construction is done which is not in accordance with the Plans, the Owner of the Parcel upon which such unauthorized improvements are being constructed shall pay to the Declarant as liquidated damages FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day from the date the Declarant notifies the Parcel Owner to discontinue such work until the date the Plans are approved, or in the case of nonconforming construction after approval of the Plans, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day from the date the Declarant notifies the Parcel Owner of such nonconformity until the date such nonconformity is corrected to the reasonable satisfaction of the Declarant. The requirements of this Section 7 shall apply with equal force to replacements, additions, or exterior renovations to improvements, as well as to original improvements upon any of Parcels 3, 4, or 5.

8. The Parcels shall at all times be maintained in a clean, first class manner which shall include its appearance, maintenance, and signing and shall not be operated in a manner so as to create any undue noise, litter, or odors.

9. The owner of each respective Parcel shall, at its own expense, operate, manage, and maintain the common facilities located within and upon their respective Parcel(s). In the event that any Parcel Owner fails to so maintain, repair, and operate such common facilities or any portion thereof, Declarant may give the violating Parcel Owner notice thereof and if the Parcel Owner does not, within thirty (30) days after the date of such notice, commence and thereafter use reasonable diligent efforts to cure such failure, Declarant may make such necessary repairs, undertake such necessary maintenance, and supplement the services of the Parcel Owner as are reasonably necessary. In such event, Declarant may recover from the Parcel Owner the cost and expense of doing so (including reasonable attorneys' fees incurred by Declarant; or by its designee(s), successor(s), grantee(s), or assign(s)), in connection therewith, plus reasonable overhead costs, together with interest computed from the date on which such cost shall have been incurred, until the date of payment

thereof in full, at the highest rate permitted by applicable law. Any party performing maintenance or repair work upon the violating Parcel pursuant to the provisions of this Section 9, shall be deemed to have contracted with the Owner of the violating Parcel to perform that work, and shall be entitled to file a mechanics lien against the interest of the Owner of the violating Parcel in its Parcel for the cost of that work (including reasonable overhead costs and interest) and to recover that cost in an action at law against the Owner of the violating Parcel, all in accordance with Florida Statutes, as amended from time to time. Any lien established hereunder shall be inferior to the lien of any first mortgage which may encumber the violating Parcel. In the event of an emergency, the thirty (30) day written notice requirement contained herein shall be waived, and shall not be required.

10. The owner of each respective Parcel shall, at its own expense, maintain the improvements located upon their respective Parcel(s), including but not limited to all parking areas, driveways, walkways, entrances, exits, and landscaped areas located thereon, in good condition and repair at all times. The aforesaid obligations of each Parcel Owner shall, without limiting the generality thereof, include the following:

A. Maintaining the surfaces of the parking areas and spaces, driveways, accessways, sidewalks, and walkways, and entrances and exits located upon their respective Parcel(s) at such grades and levels that same may be used and enjoyed as contiguous and homogeneous with the parking areas and spaces, driveways, accessways, sidewalks, and walkways, common areas, entrances and exits located within and upon adjoining Parcels.

B. Removing, on a regular basis, all paper, debris, fill, and refuse from all parking areas and spaces, driveways, accessways, sidewalks, walkways, entrances and exits, and landscaped areas located within their respective Parcel(s), and thoroughly sweeping said areas to the extent reasonably necessary to keep such areas in a neat, clean, orderly, and aesthetically pleasing condition.

C. Placing, keeping in repair, and replacing any necessary or appropriate directional signs, street markers, and lines located within and about the parking areas and spaces, driveways, accessways, sidewalks, and walkways, entrances and exits, and landscaped areas located within their respective Parcel(s).

D. Operating, keeping in repair, and replacing when necessary all artificial lighting facilities located within their respective Parcel(s).

E. Mowing, cutting, and otherwise maintaining all landscaped areas located within the landscaping materials located within their respective Parcel(s) as shall be necessary in order, at all times, to keep said areas adequately weeded, fertilized, watered, clipped, cut, trimmed, neat, clean, and in an aesthetically pleasing condition.

F. Storing all trash and garbage in adequate containers within their respective Parcel(s), which garbage storage areas shall be maintained in a clean and neat condition, and shall be located so as not to be visible to the public and so as not to create any health or fire hazard. Arrangements shall be made for regular removal thereof at the Parcel Owner's expense.

G. Prohibiting the burning of any papers, trash, or garbage of any kind in or about the Parcel(s).

H. Prohibiting the distribution of hand bills or other advertising matter on or about any part of the Parcel(s).

I. Prohibiting the installation in or about any Parcel(s) of any exterior amplification or similar devices and prohibiting the use in, on, or about any Parcel of any advertising medium which may be heard or experienced outside of its respective Parcel, such as flashing lights, search lights, loud speakers, phonographs, television, or radio broadcast.

J. Subsection J has been intentionally omitted herefrom.

K. Prohibiting the installation of any signs on its Parcel which violate the following prohibitions:

- (i) No sign shall be painted on the exterior surface of any building;
- (ii) No sign shall be permitted which violates the provisions of the St. Lucie County Zoning Ordinance or other applicable governmental regulations;
- (iii) No freestanding sign may be erected on any Parcel without the prior written approval of Declarant.

L. Keeping each Parcel clean, orderly, sanitary, and free from objectionable odors and from termites, insects, vermin, and other pests, and agreeing not to keep any live animals of any kind in, upon, or about its Parcel (except for animals held for resale by a pet store operating on any Parcel).

In the event that any Parcel Owner, within thirty (30) days after receipt of written notice from Declarant or any Owner shall fail, refuse, or neglect to perform any of the above described covenants or obligations, then, in such event, Declarant and/or any Owner (and/or its designee(s), successor(s), grantee(s), or assign(s)) shall have and is (are) hereby granted the right (but not the obligation) through its (their) agents and employees, to enter upon the violating Parcel and to cause the required repairs, maintenance, and/or replacements to be performed and to recover from the Owner of the violating Parcel all costs and expenses (including reasonable attorneys' fees) incurred by Declarant and/or any Owner (or by its designee(s), successor(s), grantee(s), or assign(s)) in connection therewith, plus reasonable overhead costs, together with interest computed from the date on which such costs shall have been incurred, until the date of payment thereof in full, at the highest rate permitted by applicable law. Any party performing maintenance or repair work upon the violating Parcel pursuant to the provisions of this Section 10, shall be deemed to have contracted with the Owner of the violating Parcel to perform that work, and shall be entitled to file a mechanics lien against the interest of the Owner of the violating Parcel in its Parcel for the cost of that work (including reasonable overhead costs and interest) and to recover that cost in an action at law against the Owner of the violating Parcel, all in accordance with Florida Statutes, as amended from time to time. Any lien established hereunder shall be inferior to the lien of any first mortgage which may encumber the violating Parcel. In the event of an emergency, the thirty (30) day written notice requirement contained herein shall be waived, and shall not be required.

11. The owner of each respective Parcel shall, at its own expense, be solely responsible for the proper impoundment and disposal of any and all hazardous waste materials which may be present at any time upon their respective Parcel(s). By accepting title to a Parcel which is subject to this Declaration, the owner of said Parcel agrees to indemnify the owner(s) of all adjacent Parcels from and against any loss, claim, damage, or

other harm which may be occasioned as a result of said Parcel Owner's failure to properly impound and/or dispose of hazardous waste materials as required hereunder.

12. If any of the respective Parcels are utilized for a purpose which shall generate waste materials which are potentially damaging to the drainage, sewer, water, or other infrastructure systems serving the respective Parcels, then the owner of the Parcel(s) generating such damaging waste material shall have the sole responsibility to properly impound and dispose of such damaging waste materials, and such Parcel Owner shall be solely responsible for any damage which any improper disposal of such waste materials may cause to the common facilities of the shopping center.

13. In the event all or any portion of the improvements situated on any of Parcels 3, 4, or 5 are damaged or destroyed by a casualty, insured or uninsured, and the Owner thereof does not restore such damaged or destroyed building or portion thereof promptly upon the occurrence thereof, the Owner shall raze the portions thereof which are not restored or rehabilitated, clear away all debris and take all other action (including paving and landscaping) required by good construction practice so that the area which had been occupied by the razed building, or portions thereof, will be an attractive, usable area appearing to be part of the Common Facilities of the shopping center; provided, however, this provision shall not prevent such Owner from subsequently building on the area so cleared, provided that any such subsequent construction shall be in accordance with the provisions of this Agreement.

14. The Parcels shall at all times be maintained in compliance with all applicable Governmental or Quasi-Governmental regulations, specifically including, but not limited to pre-annexation requirements or post-annexation requirements which may be imposed by the City of Fort Pierce, Florida.

15. If the approval or consent of Declarant is required pursuant to the terms of this Declaration, and Declarant no longer owns any portion of the Parcels, the right of approval shall be exercised by the Owner of Parcel 1. Notwithstanding the foregoing, Declarant expressly reserves the right to assign any retained rights under the terms of this Declaration by recording a written instrument in the office of the Clerk of Circuit Court in and for St. Lucie County, Florida.

16. The terms, covenants, conditions, and provisions of this Declaration may be extended, abrogated, modified, rescinded, or amended in whole or part but only with the written consent of Declarant, Owners, Food Lion (but only during the term of the Food Lion Lease), Rite-Aid (but only during the term of the Rite-Aid Lease), and the holder or holders of any first mortgage now or in the future constituting a lien against any of the Parcels; but subject to such consent requirements, Declarant, or its successor or successors in title, expressly reserves the right to extend, abrogate, modify, rescind, or amend this Declaration by an instrument in writing duly executed by the appropriate parties in interest and duly recorded in the public records of St. Lucie County, Florida.

17. This Declaration shall become effective on the date of this document and shall be binding upon all parties or persons claiming under them and shall run with the land for a period of fifty (50) years from such date, or until such date as Food Lion and/or Rite-Aid, or their respective successors and assigns abandon possession of the premises demised to them, whichever shall later occur (which fact shall be exclusively established by the true Affidavit of Declarant or its successors or assigns). The easements, rights, privileges, restrictions, and benefits

created or granted under this Declaration and each provision hereof shall be enforceable by Declarant, Owners, Food Lion, Rite-Aid, Mortgagee, and Beneficiaries and all or any one of them may enforce this Declaration by injunction or by specific performance and the Covenants, Restrictions, and Easements established hereunder shall be deemed covenants running with the title to the Parcels so long as this Declaration (as the same may be amended from time to time) shall be in effect, as above provided. This Declaration shall be binding upon and shall inure to the benefit of the respective heirs, legal representatives, successors, and assigns of Declarant, Owners, Mortgagee, Food Lion, Rite-Aid, and Beneficiaries as above provided.

18. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida.

19. In the event any portion of this Declaration is declared by a Court of competent jurisdiction to be void, the invalidity of any part shall not invalidate the remainder of this Declaration.

20. In the event that Declarant, Owners, Mortgagee, Food Lion, Rite Aid, and/or Beneficiaries, or any of the their respective successors or assigns so entitled, institutes legal proceedings hereunder to enforce any of the terms hereof, then the party prevailing in said legal proceeding shall be entitled to recover reasonable attorneys' fees (including those incurred on appeal) and Court costs incurred incidental thereto from the other party(ies).

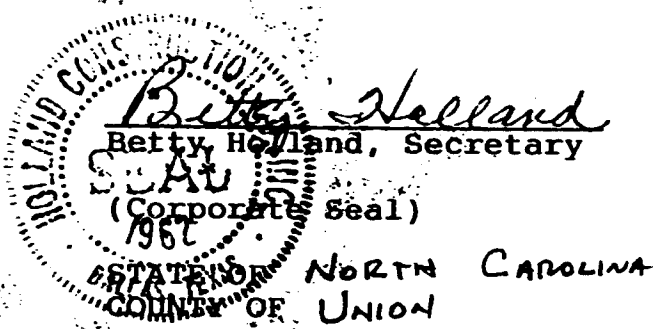
Declarant has executed this Declaration of Restrictions and Grant of Easements of as this 15<sup>th</sup> day of October, 1990.

TAYLOR CREEK ASSOCIATES, LTD.,  
a Florida Limited Partnership  
BY: Holland Construction Co., Inc.,  
A Texas corporation, its  
Sole General Partner

ATTEST

Betty Holland  
Betty Holland, Secretary

By: R. Calvin Holland  
R. Calvin Holland, President

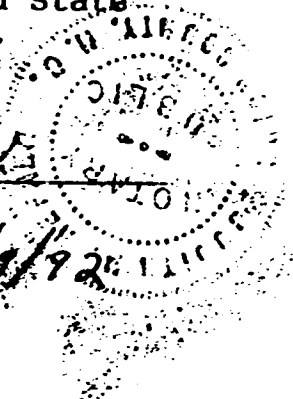


I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared R. CALVIN HOLLAND and BETTY HOLLAND, who are to me well known and known to me to be the President and Secretary of HOLLAND CONSTRUCTION CO., INC., a Texas Corporation, being the sole General Partner of TAYLOR CREEK ASSOCIATES, LTD., a Florida Limited Partnership, and they executed the forgoing instrument and acknowledged to and before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of October, 1990.

Judith M. Hefner  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/1/92



Fort Pierce, Florida 34941 South 2nd Street

## EXHIBIT "A"

PARCEL 1

Commence at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" iron pipe, thence run  $S88^{\circ}21'15''W$  a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run  $S89^{\circ}11'58''W$ , along the South line of said Section 33, a distance of 97.22 feet, to the West right of way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width), said point being the POINT OF BEGINNING; thence run  $S28^{\circ}05'56''E$  along the said West right of way line, a distance of 539.69 feet to a Point on Curvature of a Curve concave to the north; thence run Southwesterly along the said curve having an interior angle of  $08^{\circ}01'56''$ , a radius of 538.68 feet, and an arc length of 75.52 feet and a long chord of  $S84^{\circ}52'01''W$ , a distance of 75.45 feet to the Point of Tangency of said curve; thence run  $S88^{\circ}52'59''W$ , a distance of 347.24 feet, to the Easterly right of way line of Sandridge Road (formerly Old U.S. Highway No. 1 and State Road No. 4 and being 66 feet wide); thence run  $N24^{\circ}52'20''W$  along the said Easterly right of way line, a distance of 101.66 feet, to the Point of Curvature of a curve concave to the southeast; thence run Northwesterly along the said curve having an interior angle of  $68^{\circ}36'38''$ , a radius of 25.00 feet and an arc length of 29.94 feet, to a Point of Reverse Curvature of a curve concave to the southeast; thence run Northerly, westerly and southerly along the said curve having an interior angle of  $248^{\circ}36'38''$ , a radius of 60.00 feet and an arc length of 260.34 feet to the Point of Tangency of said curve on the Westerly extension of the North line of Hillside Subdivision as recorded in Plat Book 7, page 43, of the Public Records of St. Lucie County, Florida; thence run  $S88^{\circ}52'59''W$  along the said westerly extension of the North line of Hillside Subdivision, a distance of 256.75 feet, to the easterly right of way line of South Florida Water Management District Canal No. C-25 (Belcher Canal) and a Point of Curvature of a curve concave to the southwest; thence run Northwesterly, meandering along the said Easterly right of way line of C-25 and along the said curve having an interior angle of  $12^{\circ}59'00''$ , a radius of 830 feet, an arc length of 188.08 feet and a long chord of  $N42^{\circ}34'32''W$ , a distance of 187.68 feet, to the Point of Tangency of said curve; thence run  $N49^{\circ}04'02''W$  a distance of 261.00 feet; thence run  $N20^{\circ}50'01''W$  a distance of 70.69 feet; thence leaving the said West right of way of Canal No. C-25, run  $N40^{\circ}55'58''E$ , a distance of 251.56 feet to the Point of Curvature of a curve concave to the northwest; thence run northeasterly, along the said curve having an interior angle of  $33^{\circ}35'57''$ , a radius of 251.60 feet and an arc length of 147.54 feet to the Point of Tangency of said curve; thence run  $N07^{\circ}20'00''E$  a distance of 184.22 feet to a Point on Curvature of a curve concave to the north; thence run easterly along the said curve having an interior angle of  $50^{\circ}40'51''$  a radius of 60.00 feet, an arc length of 53.07 feet and a long chord of  $N81^{\circ}25'16''E$  a distance of 51.36 feet to a Point of Curvature of a curve concave to northeast; thence run Southeasterly, along the said curve having an interior angle of  $00^{\circ}52'57''$ , a radius of 1426.87 feet, an arc length of 21.98 feet and a long chord of  $S08^{\circ}41'15''E$ , a distance of 21.98 feet, to the South line of the North 150 feet of the North 3/4 of the South 1/2 of the SE 1/4 of the SE 1/4 of Section 33, Township 34 South, Range 40 East; thence run  $N89^{\circ}07'15''E$  a distance of 334.03 feet, to the Westerly right of way line of aforesaid U.S. Highway No. 1, thence run  $S28^{\circ}05'56''E$  along the said Westerly right of way, a distance of 582.10 feet to the POINT OF BEGINNING; all lying and being in Sections 3 and 4, Township 35 South, Range 40 East, and Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida.

PARCEL 2

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run  $S88^{\circ}21'15"W$ , a distance of 109.28 feet, to the southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run  $S89^{\circ}11'58"W$ , along the South line of said Section 33, a distance of 996.14 feet, to the easterly right-of-way line of South Florida Water Management District Canal No. C-25 (Belcher Canal) and Fort Pierce Farms Water Control District Canal No. 1; thence, meandering along the said Easterly right-of-way lines of Canal No. C-25 and Canal No. 1, run  $N20^{\circ}50'01"W$ , a distance of 31.57 feet, to the POINT OF BEGINNING; thence continue  $N20^{\circ}50'01"W$ , a distance of 75.75 feet; thence run  $N34^{\circ}11'17"W$ , a distance of 349.49 feet; thence run  $N23^{\circ}35'16"W$ , a distance of 248.22 feet; thence run  $N00^{\circ}30'17"W$ , a distance of 44.47 feet; thence, leaving the said east right-of-way line of Canal No. 1, run  $N89^{\circ}07'15"E$ , a distance of 575.97 feet, to a Point on Curvature of a curve concave to the northwest, said point being on the westerly right-of-way line of Sandridge Road (formerly Old U.S. 1 and State Road No. 4, being 66 feet wide); thence run southwesterly, along the said curve having an Interior Angle of  $67^{\circ}04'31"$ , a Radius of 25.00 feet, an Arc Length of 29.27 feet and a Long Chord of  $S30^{\circ}30'35"W$ , a distance of 27.62 feet, to a Point of Reverse Curvature of a curve concave to the east; thence run southwesterly, southerly, and southeasterly, along the said curve having an Interior Angle of  $137^{\circ}17'08"$ , a Radius of 60.00 feet, an Arc Length of 143.77 feet and a Long Chord of  $S04^{\circ}35'44"E$ , a distance of 111.76 feet, to a Point on Curvature; thence run  $S07^{\circ}20'00"W$ , a distance of 184.22 feet, to the Point of Curvature of a curve concave to the northwest; thence run southwesterly, along the said curve having an Interior Angle of  $33^{\circ}35'57"$ , a Radius of 251.60 feet and an Arc Length of 147.54 feet, to the Point of Tangency of said curve; thence run  $S40^{\circ}55'58"W$ , a distance of 251.56 feet, to the POINT OF BEGINNING; all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida.

880712 PNE0094

**PARCEL 3**

**(OUTPARCELS 1 AND 2):**

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run  $S88^{\circ}21'15''W$ , a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run  $S89^{\circ}11'58''W$ , along the South line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width); thence run  $S28^{\circ}05'56''E$ , along the said West right-of-way line, a distance of 108.93 feet, to the POINT OF BEGINNING; thence continue  $S28^{\circ}05'56''E$ , a distance of 430.76 feet, to a Point on Curvature of a Curve concave to the north; thence run southwesterly, along the said curve having an Interior Angle of  $08^{\circ}01'56''$ , a Radius of 538.68 feet, an Arc Length of 75.52 feet and a Long Chord of  $S84^{\circ}52'01''W$ , a distance of 75.45 feet, to the Point of Tangency of said curve, thence run  $S88^{\circ}52'59''W$ , a distance of 347.24 feet, to the Easterly right-of-way line of Sandridge Road (formerly Old U.S. Highway No. 1 and State Road No. 4 and being 66 feet wide); thence run  $N24^{\circ}52'20''W$ , along the said Easterly right-of-way line, a distance of 101.66 feet, to the Point of Curvature of a curve concave to the southeast; thence run northwesterly along the said curve having an Interior Angle of  $68^{\circ}36'38''$ , a Radius of 25.00 feet and an Arc Length of 29.94 feet, to a Point of Reverse Curvature of a curve concave to the southeast; thence run northeasterly, northerly, and northwesterly along the said curve having an Interior Angle of  $120^{\circ}12'12''$ , a Radius of 60.00 feet, an Arc Length of 125.88 feet and a Long Chord of  $N16^{\circ}21'49''W$ , a distance of 104.03 feet, to a Point on Curvature of a curve concave to the southeast; thence run northeasterly, along the said curve having an Interior Angle of  $66^{\circ}34'34''$ , a Radius of 30.00 feet, an Arc Length of 34.86 feet and a Long Chord of  $N28^{\circ}36'47''E$ , a distance of 32.93 feet to the Point of Tangency of the said curve; thence run  $N61^{\circ}54'04''E$ , a distance of 307.34 feet, to the POINT OF BEGINNING; all lying and being in Sections 3 and 4, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 4

OUTPARCEL 3:

Commence at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run S88°21'15"W, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run S89°11'58"W, along the South line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5 being 200 feet in width); thence run N28°05'56"W, along the said West right-of-way line, a distance of 116.19 feet, to the POINT OF BEGINNING; thence run S89°07'15"W, a distance of 189.75 feet to the Point of Curvature of a curve concave to the northeast; thence run northwesterly, along the said curve having an Interior Angle of 62°46'49", an Arc Length of 27.39 feet, and a Radius of 25.00 feet, to the Point of Tangency of said curve; thence run N28°05'56"W, a distance of 167.91 feet, to the Point of Curvature of a curve concave to the southeast; thence run northeasterly, along the said curve having an Interior Angle of 81°07'02", a Radius of 25.00 feet, an Arc Length of 35.94 feet and a Long Chord of N12°27'35"E, a distance of 32.51 feet, to a Point on Curvature of a curve concave to the southeast; thence run easterly, along the said curve having an Interior Angle of 7°07'00", a Radius of 103.96 feet, an Arc Length of 12.91 feet, and a Long Chord of N85°33'45"E, to the Point of Tangency of said curve thence run N89°07'15"E, a distance of 167.94 feet, to the said West right-of-way line of U.S. Highway No 1; thence run S28°05'56"E, a distance of 219.63 feet; to the POINT OF BEGINNING, all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida and containing 39,735 square feet.

PARCEL 5

(OUTPARCEL 4):

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run S88°21'15"W, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run S89°11'58"W, along the south line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width); thence run N28°05'56"W, along the said West right-of-way line, a distance of 582.10 feet, to the POINT OF BEGINNING; thence run S28°05'56"E, along the said West right-of-way line, a distance of 196.79 feet; thence run S89°07'15"W, a distance of 205.00 feet; thence run N28°05'56"W, a distance of 196.79 feet, to the South line of the North 1/2 of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 34 South, Range 40 East; thence run N89°07'15"E, a distance of 205.00 feet, to the POINT OF BEGINNING; all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida, and containing 35,875.00 square feet.

and

(OUTPARCEL 5):

COMMENCE at the Northeast corner of Section 4, Township 35 South, Range 40 East, St. Lucie County, Florida, said point being an 1" Iron Pipe; thence run S88°21'15"W, a distance of 109.28 feet, to the Southeast corner of Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida; thence run S89°11'58"W, along the South line of said Section 33, a distance of 97.22 feet, to the West right-of-way line of U.S. Highway No. 1 (State Road No. 5, being 200 feet in width); thence run N28°05'56"W, along the said West right-of-way line, a distance of 385.30 feet; thence run S89°07'15"W, a distance of 205.00 feet, to the POINT OF BEGINNING; thence run S28°05'56"E, a distance of 15.66 feet, to a Point on Curvature of a curve concave to the southeast; thence run southwesterly, along the said curve having an Interior Angle of 17°50'34", a Radius of 143.96 feet, an Arc Length of 44.83 feet and a Long Chord of S58°47'49"W, a distance of 44.65 feet, to the Point of Tangency of the said curve; thence run S49°52'32"W, a distance of 77.63 feet, to the Point of Curvature of a curve concave to the north; thence run northwesterly, along the said curve having an Interior Angle of 90°00'00", a Radius of 25.00 feet and an Arc Length of 39.27 feet, to the Point of Tangency of the said curve; thence run N40°07'28"W, a distance of 107.68 feet, to the Point of Curvature of a curve concave to the southwest; thence run northwesterly, along the said curve having an Interior Angle of 29°10'19", a Radius of 112.50 feet and an Arc Length of 57.28 feet, to the Point of Reverse Curvature of a curve concave to the east; thence run northerly, along the said curve having an Interior Angle of 76°37'47", a Radius of 25.00 feet and an Arc Length of 33.44 feet, to the Point of Tangency of the said curve; thence run N07°20'00"E, a distance of 129.28 feet, to a Point on Curvature of a curve concave to the northwest; thence run easterly, along the said curve having an Interior Angle of 16°26'54", a Radius of 60.00 feet, an Arc Length of 17.22 feet and a Long Chord of N64°18'18"E, a distance of 17.17 feet, to a Point on Curvature of a curve concave to the northeast; thence run southeasterly, along the said curve having an Interior Angle of 00°52'57", a Radius of 1426.87 feet, an Arc Length of 21.98 feet and a Long Chord of S08°41'15"E, a distance of 21.98 feet; thence run N89°07'15"E, a distance of 129.04 feet; thence run S28°05'56"E, a distance of 196.79 feet, to the POINT OF BEGINNING, all lying and being in Section 33, Township 34 South, Range 40 East, St. Lucie County, Florida.

'90 OCT 17 P3:47  
1073891

FILED AND RECORDED  
DOUGLAS DIXON  
ST. LUCIE COUNTY

PN