C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, March 7, 2022 - 6:00 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Chris Fogal, Treasure Coast Christian Alliance

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes from the February 22, 2022 regular meeting.

6. **PROCLAMATIONS**

   a. Flood Awareness Week

   b. Arbor Day

7. **LETTERS TO COMMISSION**

   a. Letter from Gil Hyatt Construction's Gilbert E. Hyatt, IV, Vice President, and Dax Williams, Senior Project Manager in recognition of the following employees' contribution to the completion of the construction of 7-Eleven Fort Pierce Store #41527: Building Department: Cesar Flores, Amaris Gil, Kevin Grant, Anthony Jetmore, Paul Julin, Frank Remling, Ed Roseberry, John Sellers, Ed Smith, Kim West and Logan Winn; City Clerk's Office: Tiffany Goodwin and Latoya Ransom; Engineering Department: Venetia Barnes; Planning Department: Jennifer Hofmeister-Drew and Alicia Rosenthal; Public Works Department: Paul

Bertram and Jacolby Washington.

b. Dr. Kittams sent an email applauding the City of Fort Pierce Animal Control Officers for going above and beyond at the Sunrise Humane Society's free Rabies clinic by directing traffic, educating pet owners about City programs, and even rounding up a distressed pet.

c. Maureen VanName sent an email commending the following speakers at the Solid Waste Division's Lunch & Learn on their professionalism, knowledge, and pride in their which so important to the residents of the City of Fort Pierce: Jacolby Washington, Solid Waste Division Manager, Tysha Williams, Solid Waste Operations Manager, Ernest Ricciardi, Solid Waste Driver, and Kaitlyn Ballard, Executive Assistant.

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Purchase approval for Securitas., Uniontown, OH for the security enhancement of the City Marina in the amount not to exceed $289,748.93.

b. Approve staff recommendation in response to request to reduce demolition fees in the amount of $10,176.20 against 507 N 14th Street, Fort Pierce, FL, Parcel ID# 2409-503-0012-000/2 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of $6,156.20, leaving a **balance due of $4,020.00 payable in 60 days**. The applicant is asking to waive all fees including demolition fees in the amount of $$10,176.20 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

c. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $3,509.29 against 507 N 14th Street, Fort Pierce, FL, Parcel ID# 2409-503-0012-000/2 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of $2,305.59, leaving a **balance due of $1,203.70 payable in 60 days**. The applicant is asking to waive fees including lot clearing fees in the amount of $3,509.29 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

d. Approve staff recommendation in response to request to reduce demolition fees in the amount of $14,267.20 against 2604 Avenue E, Fort Pierce, FL, Parcel ID# 2405-817-0039-000/9 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of 8,427.20, leaving a **balance due of $5,840.00 payable in 60 days**. The applicant is asking to waive all fees including demolition fees in the amount of $14,267.20 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

e. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of 318.44 against 2604 Avenue E, Fort Pierce, FL, Parcel ID# 2405-817-0039-000/9 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of $236.17, leaving a **balance due of 82.27 payable in 60 days**. The applicant is asking to waive all fees including the lot clearing fees in the amount of $318.44 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

f. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $2,116.01 against 2604 Avenue E, Fort Pierce, FL, Parcel ID# 2405-817-0039-000/9 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of 1,713.43, leaving a **balance due of 402.58 payable in 60 days**. The applicant is asking to waive all fees including lot clearing fees in the amount of $2,116.01 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

g. Approve request to reduce Code Enforcement lien in the amount of $13,300.00, against 1810 Tucker Court, Fort Pierce, FL 34950 - Parcel ID Number 2409-712-0009-000/0, owned by Simon Castor, to $1,400.00 to be paid within 60 days.

h. Approve request to reduce Code Enforcement lien in the amount of $71,940.00, against 1810 Tucker Court, Fort Pierce, FL 34950 - Parcel ID Number 2409-712-0009-000/0, owned by Simon Castor, to $2,000.00, to be paid within 60 days.

i. Approve request to reduce Code Enforcement lien in the amount of $3,490.00, against 121 N 12th Street, Fort Pierce, FL 34950 - Parcel ID Number 2409-517-0021-000/1, owned by Simon Castor, to $850.00 to be paid within 60 days.

j. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $1,164.51 against 805 Gardenia Avenue, Fort Pierce, FL, Parcel ID# 2422-605-0002-000/3 owned by Charles C. Welch, by waiving the interest, penalties and a portion of the administrative costs in the amount of $872.07, leaving a **balance due of $292.44 payable in 60 days**. The applicant is asking to waive all interest, penalties and administration costs plus a portion of the lot clearing costs in the amount of $1,000.00 leaving a balance due of $164.51 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

k. Approve staff recommendation in response to request to reduce demolition fees in the amount of $10,570.93 against 712 Cedar Place, Fort Pierce, FL, Parcel ID# 2410-601-0148-000/9 owned by Shirley Gavin, by waiving the interest, penalties and a portion of the administrative costs in the amount of $6,420.93, leaving a **balance due of $4,150.00 payable in 60 days**. The applicant is asking to waive all fees including the demolition fees in the amount of $10,570.93 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

l. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $5,047.63 against 712 Cedar Place, Fort Pierce, FL, Parcel ID# 2410-601-0148-000/9 owned by Shirley Garvin, by waiving the interest, penalties and a portion of the administrative costs in the amount of $3,883.99, leaving a **balance due of $1,163.64 payable in 60 days**. The applicant is asking to waive all fees including the lot clearing fees in the amount of $5,047.63 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

m. Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $871.74 against 712 Cedar Place, Fort Pierce, FL, Parcel ID# 2410-601-0148-000/9 owned by Shirley Garvin, by waiving the interest, penalties and a portion of the administrative costs in the amount of 592.24, leaving a **balance due of 279.50 payable in 60 days**. The applicant is asking to waive all fees in the amount of $871.74 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

12. **PUBLIC HEARINGS**

a. Legislative Hearing - Ordinance 22-009 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

b. Legislative Hearing - Ordinance No. 22-010- An Ordinance amending Ordinance 21-137, Recorded at Book 4733, Pages 2465-2471, and extending the territorial Limits of the City of Fort Pierce, Florida, to include 3450 Sunrise Blvd In Fort Pierce, Florida. FIRST READING

c. Public Hearing - Resolution No. 22-R11 designating the property at 100 Blue Sky Circle, Fort Pierce, Florida 34947, identified by Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1, as a Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes. FIRST READING

d. Resolution 22-R13, Authorizing the execution of a deed transferring two (2) parcels located near 322 N 2nd Street, the King's Landing Site, to the Fort Pierce Redevelopment Agency

e. Resolution 22-R14, Authorizing the execution of a deed on behalf of the Fort Pierce Utilities Authority to transfer three (3) parcels near 322 N. 2nd Street, the King's Landing Site, to the Fort Pierce Redevelopment Agency

f. Public Hearing - Resolution 22-R15, Providing City of Fort Pierce authorization to the Fort Pierce Redevelopment Agency to transfer ten (10) parcels near 322 N. 2nd Street, the King's Landing Site, to Audubon Development, Inc., for less than fair value as a viable community redevelopment project.

13. **CITY COMMISSION**

a. Resolution 22-R12 appointing John Heaning to the Parking Committee as Commissioner Gaines' appointee.

b. Submittal of applications for the Historic Preservation Board.

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk’s Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting - 6:00 pm **5. a.**

Meeting Date: 03/07/2022

Re:

SUBJECT:

Approval of minutes from the February 22, 2022 regular meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox Started On: 03/02/2022 02:58 PM

Final Approval Date: 03/02/2022

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON TUESDAY, **FEBRUARY 22, 2022**.

1. CALL TO ORDER

Mayor Hudson called the February 22, 2022 Regular Meeting of the City Commission to order at 4:30 P.M.

2. OPENING PRAYER - The Reverend Canon Ellis E. Brust, St. Andrew's Episcopal Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Tanya Earley

5. APPROVAL OF MINUTES

a. Approval of Minutes from February 07, 2022 Regular Meeting

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Thomas Perona to approve the minutes of the February 07, 2022 Regular Meeting.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Proclamation recognizing Carole Mushier

7. **LETTERS TO COMMISSION**

a. Email from Liesl Marelli praising Kim Olson, Animal Control Officer, for her response, dedication, and expertise in capturing loose dogs in her neighborhood.

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

City Manager Nick Mimms requested that an item be added as 13e approving a Letter of Support and Application Authorization for Florida Job Growth Grant Fund Request for Revitalization of the Historic Downtown Waterfront Corridor.

City Clerk Linda Cox requested that item 13b be moved as item 12F because it is a quasi-judicial public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Thomas Perona to approve the agenda as amended.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No comments

10. MISCELLANEOUS REPORTS

a. Fort Pierce Lions Club Check Presentation to the City of Fort Pierce for the construction of an outdoor fitness station with ADA accessible amenities at Fenn Park, North 23rd Street and Avenue K.

Mike Reals, Director of Public Works and Ruth Davis, President, Fort Pierce Lions Club presented a check for $40,000 to the City for Expo Fit Project to benefit Fenn Park. Mr. Reals explained that the project is in the design stages, but construction will begin soon.

b. Presentation about the great happenings at Boys & Girls Clubs of St. Lucie County

Mia Morrison, Youth of the Year recipient, Dr. Anastasia Legakes, Vice President of Continuous Quality Improvement, and Linda Soto, Vice President of Specialized Services thanked the many business partners for their ongoing support, presented the three pillar Strategic Plan, and current and upcoming youth opportunities.

Commissioner Gaines commended Mia Morrison and the Boys & Girls Club on their work.

Commissioner Curtis Johnson Jr. commended Mia Morrison and the Boys & Girls Club and commented on the Youth of the Year award ceremony.

11. CONSENT AGENDA

a. Approve request to reduce the Building Department lien in the amount of $15,560.00 against 808 1/2 N 17th Street, Fort Pierce, FL 34950 - Parcel ID Number: 2404-816-0022-000/1, owned by Darshan Patil, 871 NE 207th Ln Apt 201, Miami Beach, FL 33179 to $822.62 payable within 5 months.

b. Approve Letter of Support for FPUA Grant Application for Solar Panels and Water Feature at Jaycee Park Community Playground Build.

Commissioner Perona pulled item 11b

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve item 11a

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

As to item 11b
Commissioner Perona commented that with the help of staff the project is moving forward in a great way. This project represents the changes taking place in the City.

Commissioner Jeremiah Johnson commented that the projects presented represent accessibility for all ages.

Commissioner Gaines commented that this project may be the model for parks moving forward.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Arnold Gaines to approve item 11b

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 22-006 - An ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel (parcel 5) at or near 4145 S US Highway 1 in Fort Pierce, Florida. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 22-006
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL (PARCEL 5) AT OR NEAR 4145 S US HIGHWAY 1 IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 22-006.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

b. Legislative Hearing - Ordinance 22-007 - An ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel (Parcel 6) at or near 4145 S US Highway 1 in Fort Pierce, Florida. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 22-007
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL (PARCEL 6) AT OR NEAR 4145 S US HIGHWAY 1 IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Thomas Perona to approve Ordinance 22-007.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

c. Legislative Hearing - Ordinance 22-008 - An ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near 2602 McNeil Road in Fort Pierce, Florida. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 22-008
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR 2602 MCNEIL ROAD IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE

DATE.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance 22-008.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

d. Legislative Hearing - Ordinance 22-009 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. FIRST READING.

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 22-009
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF SIX (6) MONTHS WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Manager Nick Mimms explained that approval is required to extend the Impact Fee Moratorium.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Commissioner Perona commented that he wants to ensure that the benefits of the Moratorium are visible.

Commissioner Jeremiah Johnson commented that the community engagement is necessary for the success and value of the Moratorium.

Commissioner Gaines inquired as to how the community is being notified of the program.

Mr. Mimms commented that this opportunity will be aggressively promoted by the communications staff.

Commissioner Curtis Johnson, Jr. commented that partners like St Lucie County could be valuable in promoting the program.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 22-009.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

e. Quasi-Judicial Hearing - Review and approval of an application for Site Plan (Development and Design Review) submitted by property owner, Jetson Investment, Inc., and applicant MBV Engineering, for **Jetson TV and Appliances** generally located at 4145 S. US Highway 1, to construct an approximate 32,330 square foot warehouse facility addition. The property is zoned General Commercial Zone (C-3). Parcel ID(s): 2434-314-0005-000-8 and 2434-314-0003-000-4.

City Clerk Linda Cox introduced the Application for Site Plan, read by title only, into the record. Review and approval of an application for Site Plan (Development and Design Review) submitted by property owner, Jetson Investment, Inc., and applicant MBV Engineering, for Jetson TV and Appliances generally located at 4145 S. US Highway 1, to construct an approximate 32,330 square foot warehouse facility addition. The property is zoned General Commercial Zone (C-3). Parcel ID(s): 2434-314-0005-000-8 and 2434-314-0003-000-4.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Tanya Earley would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi- Judicial Hearings tonight. Tanya Earley, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Arnold Gaines- yes
Commissioner Curtis Johnson Jr.-no
Commissioner Jeremiah Johnson- no
Commissioner Thomas Perona- no
Mayor Hudson- no

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.
Staff Presentation:

Vennis Gilmore, Senior Planner, presented the review for approval of an application for Site Plan for Jetson TV and Appliance located at 4145 S US Highway 1. Staff recommends APPROVAL of the requested applications with the following conditions:

1. A completed certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
2. Prior to the issuance of Building Permit approval, provide colored elevations to demonstrate that the proposed building conforms to the specifications of City Code 125-314, Design Review to confirm that the architecture and color scheme of the new structure will match that of the existing structure.
3.Provide up-lighting to the outside of the building to help with lighting at night and to enhance security and visibility.
4. Prior to the issuance of Building Permit approval, a Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be provided.

Questions of Staff:
None

Applicant Questions of Staff:
Ryan McLean, Project Manager, MBV Engineering had no questions of staff.

Questions of Applicant:
Commissioner Jeremiah Johnson inquired if the applicant had any objections to the conditions presented. Mr. McLean responded there were not.

Mayor Hudson inquired as to what would be stored at this location and if it would service the Treasure Coast. Mr. McLean responded that this facility is for housing and distribution of their goods and will service the Treasure Coast.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Site Plan application with four conditions.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

Jennifer Hofmeister-Drew, Planning Director, introduced new employee Ryan Altizer.

f. Moved from Item 13b - Resolution No. 22-R08 and Quasi-Judicial Hearing – A hearing to allow the owners and/or parties of interest in the property identified as 505 N 13th Street to show cause why the structure located on the premises should not have been condemned and demolished.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 22-R08
A RESOLUTION DETERMINING THAT A CERTAIN BUILDING OR STRUCTURE LOCATED AT 505 N 13TH ST IN FORT PIERCE, FLORIDA 34950 WAS DECLARED AN IMMINENT DANGER BY THE BUILDING OFFICIAL AND IS THEREFORE UNSAFE AND A NUISANCE THAT CONSTITUTES A MENACE TO THE BUSINESS, HEALTH AND SAFETY OF THE COMMUNITY; AND THAT SAID BUILDING OR STRUCTURE HAS BEEN DEMOLISHED; DECLARING THE PARTIES OF INTEREST WERE PROVIDED THE OPPORTUNITY TO BE HEARD; AND ORDERING THE CITY OF FORT PIERCE TO PLACE A LIEN UPON THE PROPERTY IDENTIFIED IF NOT REIMBURSED FOR THE COST OF REMOVAL BY THE OWNER; PROVIDING FOR APPEAL; PROVIDING FOR NOTICE TO ALL PARTIES; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Arnold Gaines- yes
Commissioner Curtis Johnson Jr.-no
Commissioner Jeremiah Johnson- no
Commissioner Thomas Perona- no
Mayor Hudson- no

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Peggy Arraiz, Director of Community Response, presented the condemnation and demolition of the property at N 13th Street.
Staff recommends the City Commission approve Resolution No. 22-R08 declaring that the structure located at 505 N 13th Street was condemned and demolished in accordance with the Rules of Procedure for Condemnation and Demolition as adopted by the City Commission.

Questions of Staff:
Commissioner Curtis Johnson inquired if the cost would be added to the the existing liens and inquired as to the the total the current liens. Mrs. Arraiz responded that an invoice would be sent to the owner and if not paid, would added to the lien. She she will provide City Manager Nick Mimms the requested totals.

Commissioner Perona inquired if utilities were on and was it determined that this fire occurred purposely, and if there will be a lien against the property. Mrs. Arraiz responded that no utilities were on, the fire was not set deliberately, but a campfire may have been in use, and that the owner will have the opportunity to pay the cost, or it will be added to the existing fees.

Commissioner Gaines inquired if the property could have been salvaged because it is a historical property, and that due to the proximity to Means Court, it may be beneficial. Mrs. Arraiz responded that she spoke with the historic preservation officer and provided information from the building and fire officials that the property must be demolished. Life, health, and safety concerns supersede the historical component.

Mayor Hudson inquired of City Attorney Tanya Earley if the City would foreclose on the property for future sale. Mrs. Earley confirmed that is correct.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve Resolution No 22-R08

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

13. CITY COMMISSION

a. Approval of FPUA Resolution UA2021-14 establishing FPUAnet Rates.

Javier Cisneros, Director of FPUA, and Jason Mittler, FPUAnet Manger presented the FPUA Resolution for the establishment of FPUAnet rates which include the benefits of fiber, community impacts, enterprise, commercial/residential service, and broadband service offerings.

Commissioner Curtis Johnson inquired if the service rates are set in stone. Mr. Mittler responded that they are not set in stone as there are promotional rates and this is not standard broadband but fiber.

Commissioner Jeremiah Johnson inquired of the infrastructure and reliability. Mr. Mittler responded that this is not a copper product but fiber with is much more reliable.

Commissioner Gaines inquired have citizens with low income been considered in the rates. Mr. Mittler responded that the Affordable Care Act has provided fifteen million dollars by way of thirty-dollar vouchers and one-hundred-dollar stipend toward a device. An application has already been submitted to support that need.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson for the approval of FPUA Resolution UA2021-14 establishing FPUAnet Rates.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

b. Resolution 22-R09 appointing Darrell Drummond to the Board of Adjustment as Commissioner Curtis Johnson's appointee.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 22-R09
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT, PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution 22-R09.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

c. Resolution 22-R10 reappointing members to the Board of Examiners of Contractors.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 22-R10
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF EXAMINERS OF CONTRACTORS; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 22-R10.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

e. **ADDED ITEM** - Letter of Support and Application Authorization for Florida Job Growth Grant Fund Request - Revitalization of the Historic Downtown Waterfront Corridor

Mr. Mimms introduced the opportunity for the Florida Job Growth Grant Fund request for the revitalization of the Historic Downtown Waterfront Corridor which could provide for upgrades to parking, road reconstruction and the bridge at Moore's Creek.

Commissioner Jeremiah Johnson commented that this is a good opportunity and inquired if this is for the letter and grant application.

Mr. Mimms responded that it is and requires Commission approval to expedite the process.

Commissioner Gaines inquired if this letter is for authorization to present a letter to the governor requesting said funds.

City Attorney Earley asked that this item be opened for public comment.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the Letter of Support and Application Authorization for Florida Job Growth Grant Fund Request.

AYE: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Mayor Linda Hudson

Passed

14. COMMENTS FROM THE PUBLIC

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Darshan Patil

15. COMMENTS FROM THE CITY MANAGER

Mr. Mimms informed the Commission that Mrs. Moore-Wells and members of the Highwaymen Foundation are in Tallahassee and have positive response to the possible funding of the Highwaymen Museum.

Mr. Mimms announced that there is a public hearing set for Monday, March 7th and a second hearing for Monday, March 21st for the adoption of a proposed resolution to designate two parcels and 100 Blue Sky Circle as the Blue Sky Landing Green Reuse Area with hearings taking place during regularly scheduled Commission meetings for affordable housing opportunities, and on February 28th a public input workshop will take place to discuss the proposed parking ordinance.

City Clerk Linda Cox -no comments
Attorney Tanya Earley- no comments

16. COMMENTS FROM THE COMMISSION

Commissioner Jeremiah Johnson expressed that there are wonderful things happening in the City, South Beach Association is having an event on Thursday with special guest from St Lucie and Martin Counties, Sunrise Kiwanis, FPRA and possibly code enforcement.

Commissioner Gaines commented that he attended his first retirement board meeting, St. Lucie County Homeless Task Force town hall meeting will take place on Thursday, March 4th from 6 to 8 p.m. at the Fern Center, and that it was a pleasure to attend the canon presentation.

Commissioner Perona congratulated Main Street on their work, Surfside Park is celebrating its 50th Anniversary, and that it is taking longer to go over the south bridge; a sign of the changes taking place in the City.

Commissioner Curtis Johnson commented that the City had four New York Journalists in town and thanked St Lucie Tourism for inviting them. He also mentioned that he is heading to Tallahassee in support of the Highwaymen funding proposal as the application has been reviewed and is looking favorable,

and will attend the EDC meeting, Florida League of Cities, and visit Representative office.

Mayor Hudson commented that she attended the reception at the welfare home and the Main Street event. The Florida Lineman Competition will take place February 25th and 26th at the Fenn Center as well as the 25th Anniversary of the Farmers Market and the Cracker Trail will be present.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at 6:23 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 6:00 pm **6. a.**

Meeting Date: 03/07/2022

Re: Flood Awareness Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Flood Awareness Week

Attachments

Flood Awareness week

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/15/2022 10:38 AM

Form Started By: Rebecca Mondono Started On: 02/10/2022 11:18 AM

Final Approval Date: 02/15/2022

WHEREAS, Fort Pierce has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in both coastal and riverine areas, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the City of Fort Pierce is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 7-11, 2022 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 7-11, 2022 as:

Flood Awareness Week

in Fort Pierce and further encourage the citizens of Fort Pierce to increase their knowledge of how to protect themselves and their property from flooding.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 7th day of March, 2022.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm **6. b.**

Meeting Date: 03/07/2022

Re: Arbor Day

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Arbor Day

Attachments

ARBOR DAY

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/15/2022 10:39 AM

Form Started By: Rebecca Mondono Started On: 02/08/2022 02:30 PM

Final Approval Date: 02/15/2022

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the City of Fort Pierce will be receiving the Tree City Award for the 33rd consecutive year.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim March 7, 2022, as:

Arbor Day

in the City of Fort Pierce and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 7th day of March, 2021.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 6:00 pm **7. a.**

Meeting Date: 03/07/2022

Re: Letter from Gil Hyatt Construction

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Letter from Gil Hyatt Construction's Gilbert E. Hyatt, IV, Vice President, and Dax Williams, Senior Project Manager in recognition of the following employees' contribution to the completion of the construction of 7-Eleven Fort Pierce Store #41527: Building Department: Cesar Flores, Amaris Gil, Kevin Grant, Anthony Jetmore, Paul Julin, Frank Remling, Ed Roseberry, John Sellers, Ed Smith, Kim West and Logan Winn; City Clerk's Office: Tiffany Goodwin and Latoya Ransom; Engineering Department: Venetia Barnes; Planning Department: Jennifer Hofmeister-Drew and Alicia Rosenthal; Public Works Department: Paul Bertram and Jacolby Washington.

Attachments

Letter from Gil Hyatt Construction

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/28/2022 03:57 PM
City Manager	Nick Mimms	02/28/2022 03:58 PM

Form Started By: Jennifer Robinson Started On: 02/28/2022 09:57 AM

Final Approval Date: 02/28/2022

GIL HYATT CONSTRUCTION

February 14th, 2022

Received
FEB 2 3 2022
City of Fort Pierce
City Manager's Office

City of Fort Pierce Mayor & City Commissioners
Attn: Mayor Linda Hudson and Nicholas Mimms, City Manager
100 N. US Highway 1
PO Box 1480
Fort Pierce, FL 34954

Re: 7-Eleven Fort Pierce (Store #41527) – 2423 Orange Avenue, Fort Pierce, FL 34950
(Permit #20-3231)

Dear Mayor Hudson and Nicholas Mimms, City Manager:

Gil Hyatt Construction recently completed the construction of the above-mentioned 7-Eleven Convenience Store & Gas Station in the City of Fort Pierce, with the support of the City of Fort Pierce Building Department, St. Lucie County Fire District, SFWMD and FPUA and wanted to tell you what a consistently pleasant and professional team that you have. Even through a pandemic, everyone that we had the pleasure of coming into contact with, could not have been more helpful and courteous, which helped to make this project run smoothly for our client. We would like to recognize the following staff members for going above and beyond:

Building Department:
Cesar Flores
Amaris Gil
Kevin Grant
Anthony Jetmore
Paul Julin
Frank Remling
Ed Roseberry
John Sellers
Ed Smith
Kim West
Logan Winn

City Clerk's Office:
Tiffany Goodwin
Latoya Ransom

Planning Department:
Brandon Creagan
Jennifer Hofmeister
Alicia Rosenthal

Engineering Department:
Venetia Barnes

Parks & Grounds Division:
Paul Bertram

Solid Waste Division:
Jacolby Washington

St. Lucie Fire District:
Kelly Machado

FPUA:
Chontae Johnson
Shane Ostrander
Sal Scimeca

SFWMD:
Guy Boisclair

All of us here at Gil Hyatt Construction sincerely appreciate all of their efforts and say ***THANK YOU*** to you and your team. Stay healthy and be well.

Sincerely,

Gilbert E. Hyatt, IV
Vice President

Dax Williams
Senior Project Manager

cc: Paul Thomas, Building Official

City Commission Regular Meeting - 6:00 pm **7. b.**

Meeting Date: 03/07/2022

Re: Email from Dr. Kittams

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Dr. Kittams sent an email applauding the City of Fort Pierce Animal Control Officers for going above and beyond at the Sunrise Humane Society's free Rabies clinic by directing traffic, educating pet owners about City programs, and even rounding up a distressed pet.

Attachments

Email from Dr. Kittams

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/28/2022 03:57 PM
City Manager	Nick Mimms	02/28/2022 03:58 PM

Form Started By: Jennifer Robinson Started On: 02/28/2022 11:04 AM

Final Approval Date: 02/28/2022

From: Julie Kittams <drkittams@sunrisehs.org>
Sent: Tuesday, February 15, 2022 6:30 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>
Cc: Peggy Arraiz <parraiz@cityoffortpierce.com>
Subject: Call Out to City of FP Animal Control Officers

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

This past Sunday, February 13th, Sunrise Humane Society hosted a free Rabies clinic for publicly-owned animals. There were no restrictions on number of animals per household or residency. The event was scheduled to run from 11am-3pm. The first client showed up at 845am and we ended at 6pm. Over 200 animals were serviced. City of Fort Pierce Animal Control Officers were on-site this raining Sunday to help direct traffic, educate pet owners on City programs…even round up a distressed pet! The small but mighty Team of City of Fort Pierce Animal Control Officers are an amazing crew and we at Sunrise Humane Society are so proud to be in partnership. Looking forward to the next quarterly event: May 29th, with the amazing ACO as our partners.

Cheers,
Dr. Julie Kittams
SHS BOD Member

City Commission Regular Meeting - 6:00 pm **7. c.**

Meeting Date: 03/07/2022

Re: Email from Maureen VanName

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Maureen VanName sent an email commending the following speakers at the Solid Waste Division's Lunch & Learn on their professionalism, knowledge, and pride in their which so important to the residents of the City of Fort Pierce: Jacolby Washington, Solid Waste Division Manager, Tysha Williams, Solid Waste Operations Manager, Ernest Ricciardi, Solid Waste Driver, and Kaitlyn Ballard, Executive Assistant.

Attachments

Email from Maureen VanName

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/28/2022 03:57 PM
City Manager	Nick Mimms	02/28/2022 03:58 PM

Form Started By: Jennifer Robinson Started On: 02/28/2022 10:29 AM

Final Approval Date: 02/28/2022

From: Dear Member <cookbookmo@aol.com>
Sent: Saturday, February 12, 2022 4:16 PM
To: Kaitlyn Ballard <kballard@cityoffortpierce.com>
Subject: Re: Public Works Department hosts a Lunch & Learn featuring our Solid Waste Division on 2.12.2022

Thank you for the opportunity to attend the lunch and learn.

Today was my first awareness of such a presentation and I was very impressed .
Hence my communication is to asked to please be placed on your list so that I may receive other notifications of future events and lectures. (cookbookmo@aol.com)

You all did a great job! I was very impressed by the speakers on how they presented the lecture and were able to answer the questions presented . Their professionalism, knowledge, and comfortable approachable presentation showed .
The city of Ft Pierce is very lucky to have such enthusiastic, dedicated employees who are proud to be working in an area so vital to it's function for daily living.

Please thank everyone for there participation in todays presentation.
I will be sharing my learning experience with a group of my neighbors in hopes to help make your jobs easier.

Maureen VanName
60 Southstar Dr.
FT Pierce,FL 34949

City Commission Regular Meeting - 6:00 pm **11. a.**

Meeting Date: 03/07/2022

Re: Purchase approval for Securitas: City Marina Security Enhancement,

Submitted For: Devoshay Johnson, IT Manager, Information Technology

SUBJECT:

Purchase approval for Securitas., Uniontown, OH for the security enhancement of the City Marina in the amount not to exceed $289,748.93.

SUMMARY:

Additional security measures along the waterfront is to provide the tools needed to monitor the facility and client assets which will enhance the safety and security for the public while utilizing the Marina facility.

The Marina with 247 slips is spread out over a large area and is subject to activity by land or water at any time in a 24-hour time period.

Securitas is a single-source vendor that currently provides services to headquarters and remote sites.

RECOMMENDATION:

Recommendation is to approve the purchase for Securitas., Uniontown, OH for the security enhancement of the City Marina in the amount not to exceed $289,748.93.

ALTERNATIVES:

Do not approve

RESPONSIBLE STAFF:

IT Director

COORDINATED WITH:

Marina Director

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022
Account:	11711115196320
Amount:	$289,748.93

FISCAL IMPACT:

Fees include: labor, materials, subcontracting, service & support, etc

Attachments

Marina Enhanced Security Proposal

Form Review

Inbox	Reviewed By	Date
Information Technology	Devoshay Johnson	02/25/2022 05:19 PM
Finance Department	Johnna Morris	02/28/2022 09:50 AM
City Manager	Nick Mimms	02/28/2022 03:57 PM
Form Started By: Alma Juarez		Started On: 02/23/2022 04:46 PM
Final Approval Date: 02/28/2022		

Prepared For:

THE SUNRISE CITY FORT PIERCE Florida

CITY OF FORT PIERCE (FL) - CITY OF FORT PIERCE MARINA Security Enhancement - 338504-18

DeVoshay Johnson
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950
772.467.3135
DJohnson@City-FtPierce.Com

Prepared By:

Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Phone : 1-855-331-0359
Miguel Casanova
Sr Account Executive Regional Enterprise
914-872-4470
miguel.casanova@securitases.com

Project Site:

CITY OF FORT PIERCE (FL)
100 N US HWY 1
FORT PIERCE, FL 34950
772.467.3135

SECURITAS Electronic Security

ALL OUTDOOR WITH IR

[redacted]

Main building

INDOOR CAMERAS

[redacted]

ACCESS CONTROL

[redacted]

Gift Shop/Fuel Dock building

[redacted]

ACCESS CONTROL

[redacted]

Laundry / Grill building

[redacted]

SECURITAS
Electronic Security

PROPOSAL SCHEDULES

Material Schedule

[redacted]

Manufacturer	Part Number	Qty	Unit Price	Total Price
[redacted]	[redacted]	2	$987.89	$1,975.78
[redacted]	[redacted]	8	$1,314.33	$10,514.64
[redacted]	[redacted]	5	$744.79	$3,723.95
[redacted]	[redacted]	1	$1,840.06	$1,840.06
[redacted]	[redacted]	4	$2,102.92	$8,411.68
[redacted]	[redacted]	6	$1,840.06	$11,040.36
[redacted]	[redacted]	13	$77.31	$1,005.03
[redacted]	[redacted]	11	$83.25	$915.75
[redacted]	[redacted]	3	$302.30	$906.90
[redacted]	[redacted]	11	$289.15	$3,180.65
[redacted]	[redacted]	1	$48.19	$48.19
[redacted]	[redacted]	11	$140.20	$1,542.20
[redacted]	[redacted]	11	$140.20	$1,542.20
[redacted]	[redacted]	8	$78.86	$630.88
[redacted]	[redacted]	11	$131.43	$1,445.73

SECURITAS
Electronic Security

[redacted]		29	$249.11	$7,224.19
[redacted]		1	$30,925.28	$30,925.28
[redacted]		26	$82.75	$2,151.50
			Group Subtotal:	$89,024.97

Vigitron, Inc. Networks

Manufacturer	Part Number	Qty	Unit Price	Total Price
[redacted]		3	$1,677.78	$5,033.34
[redacted]		6	$88.56	$531.36
			Group Subtotal:	$5,564.70

ACCESS

Manufacturer	Part Number	Qty	Unit Price	Total Price
[redacted]		3	$6,694.16	$20,082.48
[redacted]		6	$225.21	$1,351.26
[redacted]		1	$232.04	$232.04
[redacted]		20	$21.77	$435.40
[redacted]		18	$91.46	$1,646.28
[redacted]		18	$241.03	$4,338.54
[redacted]		18	$261.36	$4,704.48
[redacted]		18	$117.60	$2,116.80

SECURITAS Electronic Security

[redacted]		8	$26.27	$210.16

Group Subtotal: $35,117.44

aluminum poles

Manufacturer	Part Number	Qty	Unit Price	Total Price
[redacted]	[redacted]	6	$1,234.25	$7,405.50

Group Subtotal: $7,405.50

Ubiquiti

Manufacturer	Part Number	Qty	Unit Price	Total Price
[redacted]	[redacted]	4	$154.88	$619.52
[redacted]	[redacted]	4	$19.40	$77.60
[redacted]	[redacted]	4	$46.57	$186.28
[redacted]	[redacted]	2	$1,816.43	$3,632.86
[redacted]	[redacted]	1	$364.13	$364.13
[redacted]	[redacted]	1	$264.84	$264.84
[redacted]	[redacted]	3	$154.88	$464.64
[redacted]	[redacted]	4	$19.79	$79.16
[redacted]	[redacted]	4	$46.57	$186.28
[redacted]	[redacted]	3	$1,816.43	$5,449.29
[redacted]	[redacted]	1	$364.13	$364.13
[redacted]	[redacted]	1	$264.84	$264.84

SECURITAS Electronic Security

[redacted]	[redacted]	2	$154.88	$309.76
[redacted]	[redacted]	3	$19.79	$59.37
[redacted]	[redacted]	3	$46.57	$139.71
[redacted]	[redacted]	1	$1,816.43	$1,816.43

Group Subtotal: $14,278.84

CABLE

Manufacturer	Part Number	Qty	Unit Price	Total Price
[redacted]	[redacted]	3	$1,041.11	$3,123.33

Group Subtotal: $3,123.33

Freight & Handling $6,622.06

Material Schedule Subtotal: $161,136.84

Labor Schedule

Categories	Hours	Hourly Rate	Extended Sell
Project Management	80.0	$123.29	$9,863.01
I.T.	40.0	$133.33	$5,333.33
Pre-Fabrication	48.0	$66.67	$3,200.00
Engineering	24.0	$102.74	$2,465.75
CAD	24.0	$100.00	$2,400.00
Training	16.0	$100.00	$1,600.00

Labor Schedule Subtotal: $24,862.09

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
ACCESS Install Labor			$30,000.00
Electrical connection and pole installation			$41,666.67
Camera & Wireless Install Labor			$32,083.33

Subcontracting & Cable Schedule Subtotal: $103,750.00

Service & Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
Standard Service Plan (Parts & Labor M-F 8-5)	1	CP OPTION A	$2,369.86

Third Party Software Management & Support Plan	3	00-148687-00ES	$255.00
Remote Technical Assistance	1	00-118352-00ES	$55.00

Service & Support Schedule Subtotal:	$2,679.86
Service & Support Schedule Subtotal (After Warranty Period):	$2,679.86

PURCHASE INVESTMENT SUMMARY

Total: $289,748.93

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

AIA / Progress Billing. Payment terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service & Support Schedule (monthly, per location): $2,679.86

Note: Billing for all services, including applicable Service Plans, will begin upon installation completion or in-service date.

Customer agrees to pay Securitas Electronic Security this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterly for a period of 5 year(s).

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

eMail: miguel.casanova@securitases.com

Please issue any Purchase Order or other contract documents to Securitas Electronic Security, Inc.

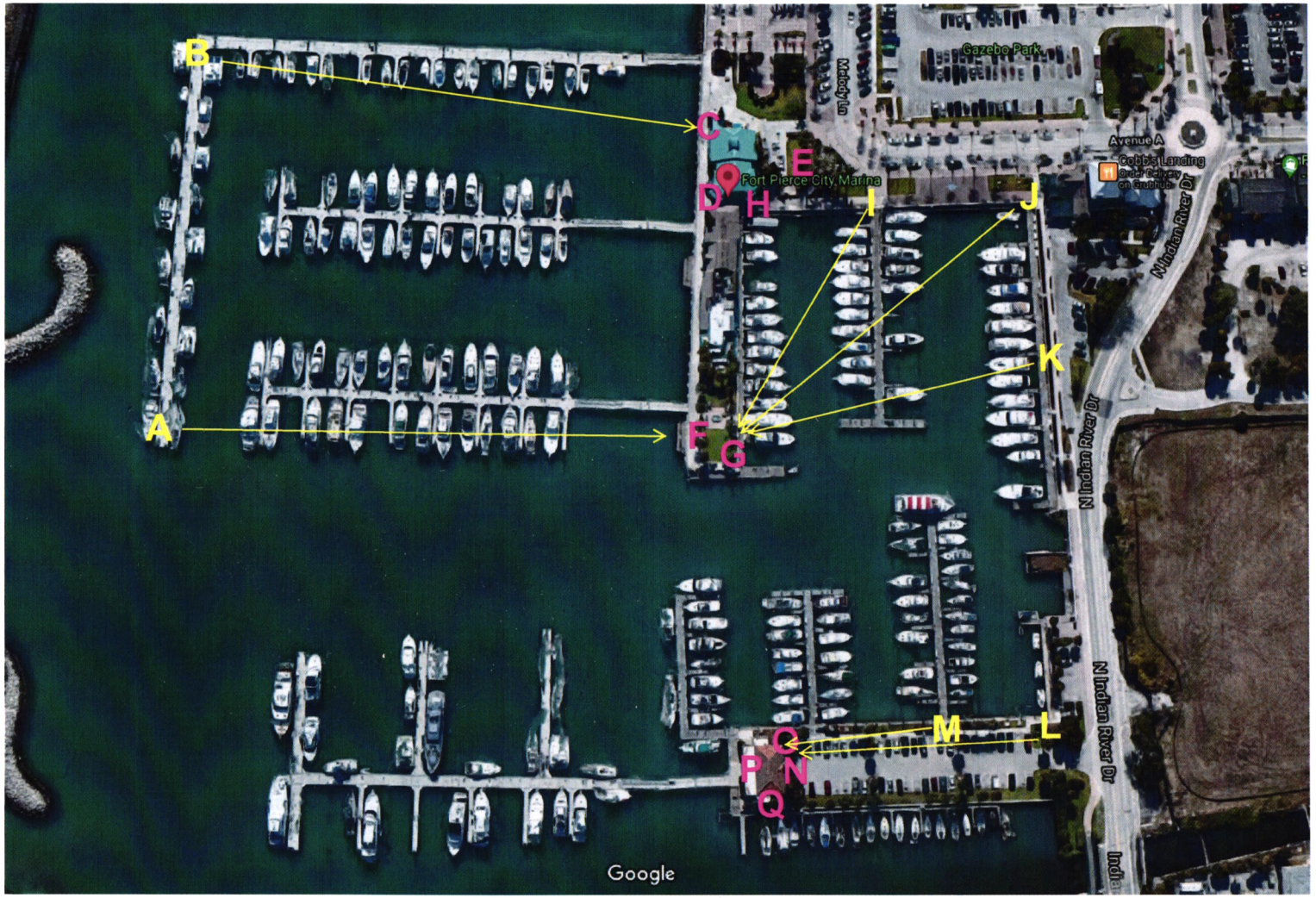
This Agreement shall not become binding on Securitas Electronic Security, Inc. until approved and accepted by Securitas Electronic Security, Inc. management as provided below.

Seller:	Buyer:
Securitas Electronic Security, Inc. Company	City of Fort Pierce Trade, partnership or corporate name if different from above
 ,	100 North U.S. 1 Fort Pierce, FL 34950
Address	Address
Miguel Casanova, Sr Account Executive Regional Enterprise Account Representative Name & Title	DeVoshay Johnson Name & Title
Securitas ES Management	Authorized Signature Date
Securitas ES Management Signature Date	

SECURITAS
Electronic Security

Google Maps

Camera Placement



Hardwire network available.

Ubiquiti

Imagery ©2021 Google, Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 100 ft

City Commission Regular Meeting - 6:00 pm **11. b.**

Meeting Date: 03/07/2022

Re: 507 N 14th Street - Reduction Request - Demo

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce demolition fees in the amount of $10,176.20 against 507 N 14th Street, Fort Pierce, FL, Parcel ID# 2409-503-0012-000/2 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of $6,156.20, leaving a **balance due of $4,020.00 payable in 60 days**. The applicant is asking to waive all fees including demolition fees in the amount of $$10,176.20 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive all fees including demolition fees in the amount of $$10,176.20 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of $6,156.20, leaving a balance due of $4,020.00 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Director
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $4,020.00 to the General Fund.

Attachments

Property ID Card
Reduction Request - Demo
Financial Report - Demo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:18 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 12:09 PM
Final Approval Date: 02/18/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 507 N 14th ST	Parcel ID: 2409-503-0012-000-2	Account #: 21336	Sec/Town/Range: 09/35S/40E
		Map ID: 24/09N	Zoning: Medium Den
Use Type: 0000	Jurisdiction: Fort Pierce		

Ownership

SOD DIRECT LLC

6119 NW Helmsdale WAY
Port St Lucie, FL 34983

Legal Description

GOLDSMITH`S S/D BLK 1 LOT 11 AND E7.5 FT OF VAC ALLEY ADJ ON W

Current Values

Just/Market:	$11,000	Assessed:	$2,785
Exemptions:	$0	Taxable:	$2,785

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$11,000	$2,785	$0	$2,785
2020	$5,000	$2,532	$0	$2,532
2019	$2,700	$2,302	$0	$2,302

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-15-2021	4721 / 0979	0001	WD	Camille Serge	$7,000
06-21-2005	2278 / 1284	XX01	TD	Baker Abraham	$7,100
09-29-1998	1280 / 0576	XX00	WD	Palhun Associates	$15,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10-29-21				
Property address:	509 N 14 st				
Owner(s) of record:	CAMILLE				
Mailing address:	6119 NW HELMSDALE WAY PSL FL 34983				
Property tax ID #:					
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	Russell Balasio	Relationship to owner(s)	NEW OWNER		
Telephone #:	561 602 2001	Mobile phone #:	561 602 2001		
E-mail:	500DIRECTER@gmail.com	Preferred contact method:	PHONE		
What are owner(s) intentions for property:	develop new single family home				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☐ No	☒ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc) $_____
Administrative fees $_____
Interest $_____
Penalties $_____
TOTAL AMOUNT DUE TO CITY $_____
DOLLAR AMOUNT REQUESTING TO BE WAIVED $10,176.20
DOLLAR AMOUNT I AGREE TO PAY $ 0

Signature of Owner or Representative Date

Russ Balasio
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	509 N 14 St

☒ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☒ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	10-29-21	Russell Blasco

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	2/17/22	Margaret M. Amaiz

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
OCT 29 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 507 N 14St

Property Owner: CAMILLE

Mailing Address: 6119 NW HELMSDALE WAY PSL FL 34983

Telephone #: 561 602 2001 Cell Phone #: 561 602 2001

E-Mail Address: SODDIRECTFL@GMAIL.COM

Is the property in compliance? YES If no, please explain in the narrative of your request.

I, Russell Balasco, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I am purchasing this property to help improve the area. Im involved in improving this area by rehabbing and developing area with buildings and landscaping. I care about Fort Pierce and want to improve the area. I plan on building a new single family home on this property and need help with reductions on the liens

Date: 10-29-21

Signed: RBM

Print Name: Russell Balasco

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 10/12/21
Miscellaneous Receivables Inquiry 12:10:39

Customer ID . . . : 151 Name: 507 N 14 ST CAMILLE
Last statement . : 10/06/21 Addr: 240950300120002 CAMILLE
Last invoice . . : 11/09/00
Current balance . : 10,176.20
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 10,176.20 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due
	DEMO	DEMOLITION	4000.00 – HC
	DEMOA	ADMINISTATION/DEMO	100.00 – 1 LIEN
	INT	DM INTEREST CHARGE 6%/YR	5063.50
	PEN	DM PENALTY CHARGES OF .1%	1012.70

4000.– HC
20.00 REC
4020.00

10,176.20
– 4020.00
6156.20 WAIVE

2409-503-0012-000/2
507 N 14TH ST FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
90-00001201	CODE ENFORCEMENT VIOLATION	8/14/90	IN COMPLIANCE	0/00/00
91-00001972	CODE ENFORCEMENT VIOLATION	8/29/91	IN COMPLIANCE	0/00/00
91-00001979	LOT CLEARING	8/29/91	IN COMPLIANCE	0/00/00
92-00000290	LOT CLEARING	2/24/92	IN COMPLIANCE	0/00/00
92-00001200	LOT CLEARING	6/30/92	VOIDED	6/07/95
94-00000378	LOT CLEARING	2/25/94	IN COMPLIANCE	6/15/94
94-00001438	LOT CLEARING	8/23/94	VOIDED	6/12/95
96-00002378	SCRAPS AND WASTES	6/25/96	VOIDED	9/20/96
96-00002379	SECURE BUILDING	6/25/96	VOIDED	9/20/96
96-00002380	LOT CLEARING	6/25/96	IN COMPLIANCE	7/24/96
96-00002762	SECURE BUILDING	6/25/96	VOIDED	9/20/96
96-00002763	CONDEMNATION (BLDG)	7/16/96	ACTIVE	7/16/96
97-00000725	SECURE BUILDING	2/18/97	IN COMPLIANCE	11/02/98
97-00000726	PROPERTY MAINTENANCE	2/18/97	IN COMPLIANCE	11/06/98
97-00000727	LOT CLEARING	2/18/97	IN COMPLIANCE	7/27/98
97-00000728	SCRAPS AND WASTES	2/18/97	IN COMPLIANCE	3/05/98
97-00003865	CONDEMNATION (BLDG)	7/15/97	ACTIVE	7/15/97
97-00005270	MISC. COMPLAINTS	8/28/97	IN COMPLIANCE	9/16/97
97-00006193	LOT CLEARING	9/23/97	INVOLUNTARY COMPLIANCE	12/10/97
97-00008343	CODE ENFORCEMENT VIOLATION	11/20/97	IN COMPLIANCE	12/12/97
98-00001792	LOT CLEARING	3/02/98	IN COMPLIANCE	10/07/98
99-00000688	CONDEMNATION (BLDG)	2/12/99	INVOLUNTARY COMPLIANCE	10/04/00
99-00002133	LOT CLEARING	5/20/99	VOIDED	5/20/99
99-00002134	LOT CLEARING	5/20/99	IN COMPLIANCE	8/18/99
99-00006626	CODE ENFORCEMENT VIOLATION	12/17/99	IN COMPLIANCE	2/16/00
01-00005287	NUISANCE ABATEMENT	9/10/01	INVOLUNTARY COMPLIANCE	10/10/01
02-00010445	LOT CLEARING	7/05/02	INVOLUNTARY COMPLIANCE	9/10/02
02-00010759	LOT CLEARING	7/23/02	IN COMPLIANCE	7/23/02
03-00001993	LOT CLEARING	6/11/03	INVOLUNTARY COMPLIANCE	6/11/03
03-00002601	NON-OPERATIVE/UNLICENSES VEHCL	7/15/03	IN COMPLIANCE	7/15/03
03-00004134	LOT CLEARING	11/10/03	INVOLUNTARY COMPLIANCE	11/10/03
04-00001549	CODE ENFORCEMENT VIOLATION	6/29/04	IN COMPLIANCE	6/29/04
05-00002542	LOT CLEARING	9/23/05	CLOSED	12/31/19
05-00002544	LOT CLEARING	9/23/05	CLOSED	12/31/19
05-00003016	LOT CLEARING	11/02/05	VOIDED	10/07/08
06-00001946	LOT CLEARING	6/22/06	IN COMPLIANCE	8/21/08
08-00002525	LOT CLEARING	7/23/08	IN COMPLIANCE	8/05/08
13-00000552	LOT CLEARING	3/25/13	DESTROYED/DISPOSED	2/19/20
13-00002030	LOT CLEARING	10/01/13	DESTROYED/DISPOSED	2/21/20
16-00002762	LOT CLEARING	12/08/16	DESTROYED/DISPOSED	2/27/20
19-00000074	CODE ENFORCEMENT VIOLATION	1/12/19	Destruction Date	2/18/20

City Commission Regular Meeting - 6:00 pm **11. c.**

Meeting Date: 03/07/2022

Re: 507 N 14th Street - Reduction Request - LC

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $3,509.29 against 507 N 14th Street, Fort Pierce, FL, Parcel ID# 2409-503-0012-000/2 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of $2,305.59, leaving a **balance due of $1,203.70 payable in 60 days**. The applicant is asking to waive fees including lot clearing fees in the amount of $3,509.29 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive fees including lot clearing fees in the amount of $3,509.29 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of $2,305.59, leaving a balance due of $1,203.70 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $1,203.70 to the General Fund.

Attachments

Property ID Card
Reduction Request - LC
Financial Report - LC

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:18 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 12:02 PM
Final Approval Date: 02/18/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 507 N 14th ST	Parcel ID: 2409-503-0012-000-2	Account #: 21336	Sec/Town/Range: 09/35S/40E
		Map ID: 24/09N	Zoning: Medium Den
Use Type: 0000	Jurisdiction: Fort Pierce		

Ownership

SOD DIRECT LLC

6119 NW Helmsdale WAY
Port St Lucie, FL 34983

Legal Description

GOLDSMITH`S S/D BLK 1 LOT 11 AND E7.5 FT OF VAC ALLEY ADJ ON W

Current Values

Just/Market:	$11,000	Assessed:	$2,785
Exemptions:	$0	Taxable:	$2,785

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$11,000	$2,785	$0	$2,785
2020	$5,000	$2,532	$0	$2,532
2019	$2,700	$2,302	$0	$2,302

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-15-2021	4721 / 0979	0001	WD	Camille Serge	$7,000
06-21-2005	2278 / 1284	XX01	TD	Baker Abraham	$7,100
09-29-1998	1280 / 0576	XX00	WD	Palhun Associates	$15,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,396
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10-29-21				
Property address:	507 N 14 st				
Owner(s) of record:	CAMILLE				
Mailing address:	6119 NW HELMSDALE WAY PSL FL 34983				
Property tax ID #:					
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	RUSSELL BALASCO		Relationship to owner(s)	NEW OWNER	
Telephone #:	561 602 2001		Mobile phone #:	561 602 2001	
E-mail:	SODDIRECTFL@gmail.com		Preferred contact method:	PHONE	
What are owner(s) intentions for property:	develop single family home				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☐ No	☒ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc) $_____
Administrative fees $_____
Interest $_____
Penalties $_____
TOTAL AMOUNT DUE TO CITY $_____
DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 3509.29
DOLLAR AMOUNT I AGREE TO PAY $ 0

Signature of Owner or Representative Date

Russ Balasco
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	507 N 14st

[X] I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

[ ] I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

[X] I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	10-29-21	Russell Balasio

COFP – APPLICATION PROCESS DETERMINATION

[✓] Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

[ ] Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	2/17/22	Margaret M. Arruiz

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
OCT 29 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 507 N 14St

Property Owner: CAMILLE

Mailing Address: 6119 NW HEGMSDALE WAY PSL FL 34983

Telephone #: 561 602 2001 Cell Phone #: 561 602 2001

E-Mail Address: SODDIRECTFL@GMAIL.COM

Is the property in compliance? YES If no, please explain in the narrative of your request.

I, Russell Balasco, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I am purchasing this property to help improve the area. Im involved in improving this area by rehabbing and developing area with buildings and landscaping. I care about Fort Pierce and want to improve the area. I plan on building a new single family home on this property and need help with reductions on the liens

Date: 10-29-21

Signed: RBM

Print Name: Russell Balasco

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 10/12/21
Miscellaneous Receivables Inquiry 12:09:07

Customer ID . . . : 151 Name: 507 N 14 ST CAMILLE
Last statement . : 10/06/21 Addr: 240950300120002 CAMILLE
Last invoice . . : 9/10/03 FT PIERCE, FL 34954
Current balance . : 3,509.29
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 3,509.29 Type: 001 0000 115 02 00 LC
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due	
	BADCK	RETURN CHECK - FACE VALUE	56.47	- HC
	FEELC	FILING FEES/LOT CLEARING	4.92	
	INT01	LC INTEREST CHARGE 6%/YR	1571.57	
	LOTAD	LOT CLEARING ADMIN FEE	534.20	- 6 LIENS
	LOTCL	LOT CLEARING	1027.23	- HC
	PEN01	LC PENALTY CHARGES OF .1%	314.90	

6 x $20 = $120.00

1027.23 HC
56.47 HC
120.00 REC
1203.70

3509.29
- 1203.70
2305.59 WAIVE

2409-503-0012-000/2
507 N 14TH ST FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
90-00001201	CODE ENFORCEMENT VIOLATION	8/14/90	IN COMPLIANCE	0/00/00
91-00001972	CODE ENFORCEMENT VIOLATION	8/29/91	IN COMPLIANCE	0/00/00
91-00001979	LOT CLEARING	8/29/91	IN COMPLIANCE	0/00/00
92-00000290	LOT CLEARING	2/24/92	IN COMPLIANCE	0/00/00
92-00001200	LOT CLEARING	6/30/92	VOIDED	6/07/95
94-00000378	LOT CLEARING	2/25/94	IN COMPLIANCE	6/15/94
94-00001438	LOT CLEARING	8/23/94	VOIDED	6/12/95
96-00002378	SCRAPS AND WASTES	6/25/96	VOIDED	9/20/96
96-00002379	SECURE BUILDING	6/25/96	VOIDED	9/20/96
96-00002380	LOT CLEARING	6/25/96	IN COMPLIANCE	7/24/96
96-00002762	SECURE BUILDING	6/25/96	VOIDED	9/20/96
96-00002763	CONDEMNATION (BLDG)	7/16/96	ACTIVE	7/16/96
97-00000725	SECURE BUILDING	2/18/97	IN COMPLIANCE	11/02/98
97-00000726	PROPERTY MAINTENANCE	2/18/97	IN COMPLIANCE	11/06/98
97-00000727	LOT CLEARING	2/18/97	IN COMPLIANCE	7/27/98
97-00000728	SCRAPS AND WASTES	2/18/97	IN COMPLIANCE	3/05/98
97-00003865	CONDEMNATION (BLDG)	7/15/97	ACTIVE	7/15/97
97-00005270	MISC. COMPLAINTS	8/28/97	IN COMPLIANCE	9/16/97
97-00006193	LOT CLEARING	9/23/97	INVOLUNTARY COMPLIANCE	12/10/97
97-00008343	CODE ENFORCEMENT VIOLATION	11/20/97	IN COMPLIANCE	12/12/97
98-00001792	LOT CLEARING	3/02/98	IN COMPLIANCE	10/07/98
99-00000688	CONDEMNATION (BLDG)	2/12/99	INVOLUNTARY COMPLIANCE	10/04/00
99-00002133	LOT CLEARING	5/20/99	VOIDED	5/20/99
99-00002134	LOT CLEARING	5/20/99	IN COMPLIANCE	8/18/99
99-00006626	CODE ENFORCEMENT VIOLATION	12/17/99	IN COMPLIANCE	2/16/00
01-00005287	NUISANCE ABATEMENT	9/10/01	INVOLUNTARY COMPLIANCE	10/10/01
02-00010445	LOT CLEARING	7/05/02	INVOLUNTARY COMPLIANCE	9/10/02
02-00010759	LOT CLEARING	7/23/02	IN COMPLIANCE	7/23/02
03-00001993	LOT CLEARING	6/11/03	INVOLUNTARY COMPLIANCE	6/11/03
03-00002601	NON-OPERATIVE/UNLICENSES VEHCL	7/15/03	IN COMPLIANCE	7/15/03
03-00004134	LOT CLEARING	11/10/03	INVOLUNTARY COMPLIANCE	11/10/03
04-00001549	CODE ENFORCEMENT VIOLATION	6/29/04	IN COMPLIANCE	6/29/04
05-00002542	LOT CLEARING	9/23/05	CLOSED	12/31/19
05-00002544	LOT CLEARING	9/23/05	CLOSED	12/31/19
05-00003016	LOT CLEARING	11/02/05	VOIDED	10/07/08
06-00001946	LOT CLEARING	6/22/06	IN COMPLIANCE	8/21/08
08-00002525	LOT CLEARING	7/23/08	IN COMPLIANCE	8/05/08
13-00000552	LOT CLEARING	3/25/13	DESTROYED/DISPOSED	2/19/20
13-00002030	LOT CLEARING	10/01/13	DESTROYED/DISPOSED	2/21/20
16-00002762	LOT CLEARING	12/08/16	DESTROYED/DISPOSED	2/27/20
19-00000074	CODE ENFORCEMENT VIOLATION	1/12/19	Destruction Date	2/18/20

City Commission Regular Meeting - 6:00 pm **11. d.**

Meeting Date: 03/07/2022

Re: 2604 Avenue E - Reduction Request - Demo

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce demolition fees in the amount of $14,267.20 against 2604 Avenue E, Fort Pierce, FL, Parcel ID# 2405-817-0039-000/9 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of 8,427.20, leaving a **balance due of $5,840.00 payable in 60 days**. The applicant is asking to waive all fees including demolition fees in the amount of $14,267.20 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive all fees including demolition fees in the amount of $14,267.20 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of 8,427.20, leaving a balance due of $5,840.00 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $5,840.00 to the General Fund.

Attachments

Property ID Card
Reduction Request - Demo
Financial Report - Demo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:17 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 11:37 AM
Final Approval Date: 02/18/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2604 Avenue E	Parcel ID: 2405-817-0039-000-9	Account #: 19247	Sec/Town/Range: 05/35S/40E
		Map ID: 24/05S	Zoning: SF Moderat
Use Type: 0000	Jurisdiction: Fort Pierce		

Ownership

SOD DIRECT LLC

6119 NW Helmsdale WAY
Port St Lucie, FL 34983

Legal Description

RE-S/D OF TRACTS 113, 114, 127 AND 128 GARDEN CITY FARMS 05 35 40 W46.7 FT OF S 114 FT OF LOT 4 OF TRACT 128

Current Values

Just/Market:	$5,300	Assessed:	$2,655
Exemptions:	$0	Taxable:	$2,655

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$5,300	$2,655	$0	$2,655
2020	$3,500	$2,414	$0	$2,414
2019	$4,900	$2,195	$0	$2,195

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-15-2021	4721 / 0941	0001	WD	Camille Serge	$6,000
06-21-2005	2278 / 1731	XX01	TD	Marshall Mary S	$12,900
07-01-1985	0476 / 1370	XX01	CV		$0

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.12
Land Size (SF):	5,324
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10-29-21				
Property address:	2604 AVENUE E				
Owner(s) of record:	CAMILLE				
Mailing address:	6119 NW HELMSDALE WAY PSL FL 34983				
Property tax ID #:					
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	RUSSELL BALASCO	Relationship to owner(s)	NEW OWNER		
Telephone #:	561 602 2001	Mobile phone #:	561 602 2001		
E-mail:	SODIRECTFL@gmail.com	Preferred contact method:	PHONE		
What are owner(s) intentions for property:	build new single family home				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☐ No	☒ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc)	$_____
Administrative fees	$_____
Interest	$_____
Penalties	$_____
TOTAL AMOUNT DUE TO CITY	$_____
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 14267.20
DOLLAR AMOUNT I AGREE TO PAY	$ 0

[signature] 10-29-21 RUSSELL BALASCO

Signature of Owner or Representative Date Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

☒ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☒ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	10-29-21	Russell Balasco

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	2/17/22	Margaret M. Arruz

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
OCT 29 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 2604 AVENUE E

Property Owner: CAMILLE

Mailing Address: 6119 NW HELMSDALE WAY, PSL FL 34983

Telephone #: 561 602 2001 Cell Phone #: 561 602 2001

E-Mail Address: SODDIRECTFL@gmail.com

Is the property in compliance? YES If no, please explain in the narrative of your request.

RECEIVED
OCT 19 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

I, Russell Biasco, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I want to redevelop the area with a new single family home and lush landscaping. I will greatly improve the area. I am hoping I can get a reduction in liens on this property. I promise to keep it maintained and looking beautiful

Date: 10-29-21

Signed: _____

Print Name: Russell Biasco

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 10/12/21
Miscellaneous Receivables Inquiry 12:03:40
Customer ID . . . : 2087 Name: 2604 AV E CAMILLE
Last statement . : 10/06/21 Addr: 240581700390009 CAMILLE
Last invoice . . : 10/30/01
Current balance . : 14,267.20
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 14,267.20 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00

Opt Code	Description	Total due
DEMO	DEMOLITION	5820.00 - HC
DEMOA	ADMINISTATION/DEMO	100.00 - 1 LIEN
INT DM	INTEREST CHARGE 6%/YR	6956.00
PEN DM	PENALTY CHARGES OF .1%	1391.20

5820.00 HC
20.00 REC
5840.00

14,267.20
- 5840.00
8427.20 WAIVED

2405-817-0039-000/9
2604 AVENUE E FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
99-00004393	NON-OPERATIVE/UNLICENSES VEHCL	9/02/99	IN COMPLIANCE	11/09/99
00-00000415	NON-OPERATIVE/UNLICENSES VEHCL	1/24/00	IN COMPLIANCE	3/07/00
00-00001341	MISCELLANEOUS	3/10/00	IN COMPLIANCE	6/08/00
01-00000340	CONDEMNATION (BLDG)	1/18/01	INVOLUNTARY COMPLIANCE	2/25/02
01-00001000	CODE ENFORCEMENT VIOLATION	3/01/01	IN COMPLIANCE	10/10/18
01-00001002	PROPERTY MAINTENANCE	3/01/01	IN COMPLIANCE	4/30/01
02-00000485	CODE ENFORCEMENT VIOLATION	9/25/02	INVOLUNTARY COMPLIANCE	9/25/02
02-00008490	CODE ENFORCEMENT VIOLATION	4/01/02	IN COMPLIANCE	11/15/11
02-00010487	LOT CLEARING	7/09/02	INVOLUNTARY COMPLIANCE	7/30/02
04-00000506	CODE ENFORCEMENT VIOLATION	2/11/04	IN COMPLIANCE	11/08/11
04-00000659	CODE ENFORCEMENT VIOLATION	2/24/04	IN COMPLIANCE	2/24/04
04-00001900	CODE ENFORCEMENT VIOLATION	8/03/04	IN COMPLIANCE	11/08/11
04-00002465	CODE ENFORCEMENT VIOLATION	10/26/04	IN COMPLIANCE	11/09/11
06-00003858	LOT CLEARING	10/20/06	IN COMPLIANCE	6/18/07
07-00004007	LOT CLEARING	10/02/07	IN COMPLIANCE	10/16/07
08-00001126	LOT CLEARING	4/03/08	INVOLUNTARY COMPLIANCE	5/29/08
08-00002449	LOT CLEARING	7/18/08	IN COMPLIANCE	8/21/08
09-00002269	LOT CLEARING	8/08/09	IN COMPLIANCE	8/18/09
12-00001865	LOT CLEARING	11/20/12	INVOLUNTARY COMPLIANCE	12/27/12
15-00001609	LOT CLEARING	9/23/15	IN COMPLIANCE	10/10/15

City Commission Regular Meeting - 6:00 pm **11. e.**

Meeting Date: 03/07/2022

Re: 2604 Avenue E - Reduction Request

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of 318.44 against 2604 Avenue E, Fort Pierce, FL, Parcel ID# 2405-817-0039-000/9 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of $236.17, leaving a **balance due of 82.27 payable in 60 days**. The applicant is asking to waive all fees including the lot clearing fees in the amount of $318.44 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive all fees including the lot clearing fees in the amount of $318.44 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of $236.17, leaving a balance due of 82.27 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $82.27 to the General Fund.

Attachments

Property ID Card
Reduction Request - FPRA
Financial Report - FPRA

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	02/22/2022 10:02 AM
City Manager	Nick Mimms	02/23/2022 07:30 AM

Form Started By: Peggy Arraiz Started On: 02/17/2022 11:30 AM

Final Approval Date: 02/23/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2604 Avenue E	Parcel ID: 2405-817-0039-000-9	Account #: 19247	Sec/Town/Range: 05/35S/40E
		Map ID: 24/05S	Zoning: SF Moderat
Use Type: 0000	Jurisdiction: Fort Pierce		

Ownership

SOD DIRECT LLC

6119 NW Helmsdale WAY
Port St Lucie, FL 34983

Legal Description

RE-S/D OF TRACTS 113, 114, 127 AND 128 GARDEN CITY FARMS 05 35 40 W46.7 FT OF S 114 FT OF LOT 4 OF TRACT 128

Current Values

Just/Market:	$5,300	Assessed:	$2,655
Exemptions:	$0	Taxable:	$2,655

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$5,300	$2,655	$0	$2,655
2020	$3,500	$2,414	$0	$2,414
2019	$4,900	$2,195	$0	$2,195

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-15-2021	4721 / 0941	0001	WD	Camille Serge	$6,000
06-21-2005	2278 / 1731	XX01	TD	Marshall Mary S	$12,900
07-01-1985	0476 / 1370	XX01	CV		$0

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.12
Land Size (SF):	5,324
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10-29-21				
Property address:	2604 AVENUE E				
Owner(s) of record:	CAMILLE				
Mailing address:	6119 NW HELMSDALE WAY PSL 34983				
Property tax ID #:					
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	RUSSELL BACASCO	Relationship to owner(s)	NEW OWNER		
Telephone #:	561 602 2001	Mobile phone #:	561 602 2001		
E-mail:	SODDIRECTFL@gmail.com	Preferred contact method:	PHONE		
What are owner(s) intentions for property:	build new home				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☐ No	☒ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc)	$_____
Administrative fees	$_____
Interest	$_____
Penalties	$_____
TOTAL AMOUNT DUE TO CITY	$_____
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 319.44
DOLLAR AMOUNT I AGREE TO PAY	$ 0

_____ _____ RUSSELL BACASCO

Signature of Owner or Representative Date Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

[X] I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

[ ] I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

[X] I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

RJBL 10-29-21 Russell Bacasco

Signature of Owner or Representative Date Printed Name

COFP – APPLICATION PROCESS DETERMINATION

[✓] Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

[ ] Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Margaret M. Amaiz 2/17/22 Margaret M. Amaiz

City Representative Date Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
OCT 29 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 2604 AVENUE E

Property Owner: CAMILLE

Mailing Address: 6119 NW HELMSDALE WAY, PSL FL 34983

Telephone #: 561 602 2001 Cell Phone #: 561 602 2001

E-Mail Address: SODDIRECTFL@gmail.com

Is the property in compliance? YES If no, please explain in the narrative of your request.

RECEIVED
OCT 2 9 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

I, Russell Biasco, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I want to redevelop the area with a new single family home and lush landscaping. I will greatly improve the area. I am hoping I can get a reduction in liens on this property. I promise to keep it maintained and looking beautiful

Date: 10-29-21

Signed: [signature]

Print Name: Russell Biasco

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 10/12/21
Miscellaneous Receivables Inquiry 12:04:22

Customer ID . . . : 2087 Name: 2604 AV E CAMILLE
Last statement . : 10/06/21 Addr: 240581700390009 CAMILLE
Last invoice . . : 6/05/08 POMPANO BEACH, FL 33064
Current balance . : 318.44
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 318.44 Type: 104 0000 115 02 00 LOT CL
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due	
	INT04	LC INT CHG 6%/YR REDEV	130.41	
	LOTA1	LC ADMIN REDEV	100.00	- 1 LIEN
	LOTC1	LOT CLEARING REDEV	62.27	- HC
	PEN04	LC PEN CHG OF .1% REDEV	25.76	

62.27
20.00
82.27

318.44
- 82.27
236.17 WAIVE

2405-817-0039-000/9
2604 AVENUE E FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
99-00004393	NON-OPERATIVE/UNLICENSES VEHCL	9/02/99	IN COMPLIANCE	11/09/99
00-00000415	NON-OPERATIVE/UNLICENSES VEHCL	1/24/00	IN COMPLIANCE	3/07/00
00-00001341	MISCELLANEOUS	3/10/00	IN COMPLIANCE	6/08/00
01-00000340	CONDEMNATION (BLDG)	1/18/01	INVOLUNTARY COMPLIANCE	2/25/02
01-00001000	CODE ENFORCEMENT VIOLATION	3/01/01	IN COMPLIANCE	10/10/18
01-00001002	PROPERTY MAINTENANCE	3/01/01	IN COMPLIANCE	4/30/01
02-00000485	CODE ENFORCEMENT VIOLATION	9/25/02	INVOLUNTARY COMPLIANCE	9/25/02
02-00008490	CODE ENFORCEMENT VIOLATION	4/01/02	IN COMPLIANCE	11/15/11
02-00010487	LOT CLEARING	7/09/02	INVOLUNTARY COMPLIANCE	7/30/02
04-00000506	CODE ENFORCEMENT VIOLATION	2/11/04	IN COMPLIANCE	11/08/11
04-00000659	CODE ENFORCEMENT VIOLATION	2/24/04	IN COMPLIANCE	2/24/04
04-00001900	CODE ENFORCEMENT VIOLATION	8/03/04	IN COMPLIANCE	11/08/11
04-00002465	CODE ENFORCEMENT VIOLATION	10/26/04	IN COMPLIANCE	11/09/11
06-00003858	LOT CLEARING	10/20/06	IN COMPLIANCE	6/18/07
07-00004007	LOT CLEARING	10/02/07	IN COMPLIANCE	10/16/07
08-00001126	LOT CLEARING	4/03/08	INVOLUNTARY COMPLIANCE	5/29/08
08-00002449	LOT CLEARING	7/18/08	IN COMPLIANCE	8/21/08
09-00002269	LOT CLEARING	8/08/09	IN COMPLIANCE	8/18/09
12-00001865	LOT CLEARING	11/20/12	INVOLUNTARY COMPLIANCE	12/27/12
15-00001609	LOT CLEARING	9/23/15	IN COMPLIANCE	10/10/15

City Commission Regular Meeting - 6:00 pm **11. f.**

Meeting Date: 03/07/2022

Re: 2604 Avenue E - Reduction Request - LC

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $2,116.01 against 2604 Avenue E, Fort Pierce, FL, Parcel ID# 2405-817-0039-000/9 owned by SOD Direct LLC, by waiving the interest, penalties and a portion of the administrative costs in the amount of 1,713.43, leaving a **balance due of 402.58 payable in 60 days**. The applicant is asking to waive all fees including lot clearing fees in the amount of $2,116.01 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive all fees including lot clearing fees in the amount of $2,116.01 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of 1,713.43, leaving a balance due of 402.58 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $402.58 to the General Fund.

Attachments

Property ID Card
Reduction Request - LC
Financial Report - LC

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:17 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 11:43 AM
Final Approval Date: 02/18/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2604 Avenue E	Parcel ID: 2405-817-0039-000-9	Account #: 19247	Sec/Town/Range: 05/35S/40E
		Map ID: 24/05S	Zoning: SF Moderat
Use Type: 0000	Jurisdiction: Fort Pierce		

Ownership

SOD DIRECT LLC

6119 NW Helmsdale WAY
Port St Lucie, FL 34983

Legal Description

RE-S/D OF TRACTS 113, 114, 127 AND 128 GARDEN CITY FARMS 05 35 40 W46.7 FT OF S 114 FT OF LOT 4 OF TRACT 128

Current Values

Just/Market:	$5,300	Assessed:	$2,655
Exemptions:	$0	Taxable:	$2,655

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$5,300	$2,655	$0	$2,655
2020	$3,500	$2,414	$0	$2,414
2019	$4,900	$2,195	$0	$2,195

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-15-2021	4721 / 0941	0001	WD	Camille Serge	$6,000
06-21-2005	2278 / 1731	XX01	TD	Marshall Mary S	$12,900
07-01-1985	0476 / 1370	XX01	CV		$0

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.12
Land Size (SF):	5,324
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLTION LIEN

Date:	10-29-21				
Property address:	2604 AVENUE E				
Owner(s) of record:	CAMILLE				
Mailing address:	6119 NW HELMSDALE WAY PSL FL 34983				
Property tax ID #:					
Original purchase date:		Original purchase price:			
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	RUSSELL BALASCO	Relationship to owner(s)	NEW OWNER		
Telephone #:	561 602 2001	Mobile phone #:	561 602 2001		
E-mail:	SODDIRECT FL @gmail	Preferred contact method:	PHONE		
What are owner(s) intentions for property:	build new single family home				
Are there current code violations?	☒ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☐ No	☒ Yes	If yes, what is the sale price?		

City incurred charges (lot clearing, demolition, etc) $_____
Administrative fees $_____
Interest $_____
Penalties $_____
TOTAL AMOUNT DUE TO CITY $_____
DOLLAR AMOUNT REQUESTING TO BE WAIVED $ 2116.01
DOLLAR AMOUNT I AGREE TO PAY $ 0

Signature of Owner or Representative Date

RUSSELL BALASCO
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

[X] I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

[ ] I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

[X] I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	10-29-21	Russell Bacasco

COFP – APPLICATION PROCESS DETERMINATION

[✓] Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

[ ] Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	2/17/22	Margaret M. Arnis

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
OCT 29 2021
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 2604 AVENUE E

Property Owner: CAMILLE

Mailing Address: 6119 NW HELMSDALE WAY, PSL FL 34983

Telephone #: 561 602 2001 Cell Phone #: 561 602 2001

E-Mail Address: SODDIRECTFL@gmail.com

Is the property in compliance? YES If no, please explain in the narrative of your request.

I, Russell Biasco, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I want to redevelop the area with a new single family home and lush landscaping. I will greatly improve the area. I am hoping I can get a reduction in liens on this property. I promise to keep it maintained and looking beautiful

Date: 10-29-21

Signed: [signature]

Print Name: Russell Biasco

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 10/12/21
Miscellaneous Receivables Inquiry 12:04:07
Customer ID . . . : 2087 Name: 2604 AV E CAMILLE
Last statement . : 10/06/21 Addr: 240581700390009 CAMILLE
Last invoice . . : 1/16/13
Current balance . : 2,116.01
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 2,116.01 Type: 001 0000 115 02 00 LC
Deposit balance . : .00

INT01 LC INTEREST CHARGE 6%/YR	965.49	
LOTAD LOT CLEARING ADMIN FEE	700.00	-7 LIENS
LOTCL LOT CLEARING	232.58	HC
LOTC2 LC 30.00		- HC
PEN01 LC PENALTY CHARGES OF .1%	187.94	

7 LIEN x $20 = 140.00

232.58 HC
30.00 HC
140.00 REC
402.58

2116.01
- 402.58
1713.43 WAIVE

2405-817-0039-000/9
2604 AVENUE E FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
99-00004393	NON-OPERATIVE/UNLICENSES VEHCL	9/02/99	IN COMPLIANCE	11/09/99
00-00000415	NON-OPERATIVE/UNLICENSES VEHCL	1/24/00	IN COMPLIANCE	3/07/00
00-00001341	MISCELLANEOUS	3/10/00	IN COMPLIANCE	6/08/00
01-00000340	CONDEMNATION (BLDG)	1/18/01	INVOLUNTARY COMPLIANCE	2/25/02
01-00001000	CODE ENFORCEMENT VIOLATION	3/01/01	IN COMPLIANCE	10/10/18
01-00001002	PROPERTY MAINTENANCE	3/01/01	IN COMPLIANCE	4/30/01
02-00000485	CODE ENFORCEMENT VIOLATION	9/25/02	INVOLUNTARY COMPLIANCE	9/25/02
02-00008490	CODE ENFORCEMENT VIOLATION	4/01/02	IN COMPLIANCE	11/15/11
02-00010487	LOT CLEARING	7/09/02	INVOLUNTARY COMPLIANCE	7/30/02
04-00000506	CODE ENFORCEMENT VIOLATION	2/11/04	IN COMPLIANCE	11/08/11
04-00000659	CODE ENFORCEMENT VIOLATION	2/24/04	IN COMPLIANCE	2/24/04
04-00001900	CODE ENFORCEMENT VIOLATION	8/03/04	IN COMPLIANCE	11/08/11
04-00002465	CODE ENFORCEMENT VIOLATION	10/26/04	IN COMPLIANCE	11/09/11
06-00003858	LOT CLEARING	10/20/06	IN COMPLIANCE	6/18/07
07-00004007	LOT CLEARING	10/02/07	IN COMPLIANCE	10/16/07
08-00001126	LOT CLEARING	4/03/08	INVOLUNTARY COMPLIANCE	5/29/08
08-00002449	LOT CLEARING	7/18/08	IN COMPLIANCE	8/21/08
09-00002269	LOT CLEARING	8/08/09	IN COMPLIANCE	8/18/09
12-00001865	LOT CLEARING	11/20/12	INVOLUNTARY COMPLIANCE	12/27/12
15-00001609	LOT CLEARING	9/23/15	IN COMPLIANCE	10/10/15

City Commission Regular Meeting - 6:00 pm **11. g.**

Meeting Date: 03/07/2022

Re: 1810 Tucker Court - Code Enforcement Reduction (02-8888)

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve request to reduce Code Enforcement lien in the amount of $13,300.00, against 1810 Tucker Court, Fort Pierce, FL 34950 - Parcel ID Number 2409-712-0009-000/0, owned by Simon Castor, to $1,400.00 to be paid within 60 days.

SUMMARY:

- Case initiated April 2002 against former owner Evodio Mondono.
- Lien filed October 2002 against former owner Evodio Mondono.
- Property purchased by Simon Castor via tax sale deed in 2018.
- Mr. Castor is resolving all liens on his properties to allow for redevelopment.
- Mr. Castor offered $400.00 to resolve lien, which was presented to the Special Magistrate.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner, and testimony of Staff, recommends reducing the lien in the amount of $$13,300.00 to $1,400.00 payable in 60 days.

Hard Costs (postage / filing fees / photos)	$68.74
Case Processing Fees (months open / inspections)	$431.26
Special Magistrate Hearing Costs	$650.00
City Commission Hearing	$250.00

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Special Magistrate Ross

Fiscal Impact

OTHER INFORMATION:

Revenue of $1,400.00 to the General Fund.

Attachments

Property ID Card
Reduction Request - 02-8888
Administration Fees

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:11 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 10:32 AM
Final Approval Date: 02/18/2022

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Property Identification

Site Address: 1810 TUCKER CT	Parcel ID: 2409-712-0009-000-0	Account #: 22481	Sec/Town/Range: 09/35S/40E
Use Type: 0000	Jurisdiction: Fort Pierce	Map ID: 24/09S	Zoning: Medium Den

Ownership

Simon P Castor

207 Dixieland DR
Fort Pierce, FL 34982-6705

Legal Description

TUCKER TERRACE BLK 2 LOT 5-LESS N 5 FT- (OR 4084-2043)

Current Values

Just/Market:	$6,000	Assessed:	$5,170
Exemptions:	$0	Taxable:	$5,170

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$6,000	$5,170	$0	$5,170
2020	$4,700	$4,700	$0	$4,700
2019	$6,100	$6,100	$0	$6,100

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-08-2018	4084 / 2043	0111	TD	Mondono Evodio	$0
10-29-2007	2901 / 2777	XX03	FJ	Mondono Esperanza	$0
08-23-1999	1245 / 1896	XX00	WD	McEntee John D	$35,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,451
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 1 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	01/10/22				
Property address:	1810 tucker court				
Owner(s) of record:	simon castor				
Mailing address:	207 dixieland dr fort pierce fl				
Property tax ID #:	2409 712 0009 000 0				
Original purchase date:	01/08/2018	Original purchase price:	5 to 6,000.00		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☒ Vacant Lot
Name of person requesting reduction:	simon castor	Relationship to owner(s)			
Telephone #:	772 528 5202	Mobile phone #:	772 528 5202		
E-mail:	castors_ac@yahoo.com	Preferred contact method:	email		
What are owner(s) intentions for property:	building				
Amount of Lien:	13,300.00	Date Fine Initiated:	n/a		
Are there current code violations?	☐ No	☒ Yes	Explain: (please attached notice) grass cutting		
Is property listed for sale?	☒ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	☒ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $13,300

DOLLAR AMOUNT REQUESTING TO BE WAIVED $12,900.00

DOLLAR AMOUNT I AGREE TO PAY $400.00

Signature of Owner or Representative

01/10/22
Date

simon castor
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1810 tucker ct

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(d), I understand the requirements to be met and understand that the Special Magistrate will make the final determination.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative — Date: 1/11/22 — Printed Name: simon castor

---

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative — Date: 2/10/22 — Printed Name: Margaret M. Amus

I, Simon Castor, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

My money is tied up in the restoration of the site on 2108 Ave G; witch I Cannot Sell before Cleaning those liens on Tucker & 12th St on that I am asking you to agree to my request for I Cannot Pay the amount impose by the City.

Date: 1/11/22

Signed: Simon Castor

Print Name: Simon Castor

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____

Notary Public, State of Florida

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 1 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1810 Tucker Ct

Property Owner: Simon Castor

Mailing Address: 207 Dixieland Dr Fort Pierce Fl 34982

Telephone #: 772 528 5202 Cell Phone #: 772 528 5202

E-Mail Address: Castors_ac@yahoo.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

Administrative Cost Estimator

02/17/2022

Property Address: 1810 Tucker Court (02-8888)

Date case originated: 4/23/2002
Date case complied: 2/19/2003
Total time: #NAME? months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	0
Lien Reduction Hearings:	1

Mailing Expense

Regular 1st Class:	$0.53	3	$1.59
Certified Mail:	$7.05	3	$21.15
Photographs (per page)	$0.50	32	$16.00
Filing Fees (add 1 fee for Release of Lien)	$10.00	3	$30.00
Months Open	$50.00	9	$450.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary

Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	0	$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Director of Community Response	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	2	$300.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$250.00	1	$250.00

Fee set by the City Commission

Total Estimated Cost: $1,418.74

City Commission Regular Meeting - 6:00 pm **11. h.**

Meeting Date: 03/07/2022

Re: 1810 Tucker Court - Code Enforcement Reduction (09-0722)

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve request to reduce Code Enforcement lien in the amount of $71,940.00, against 1810 Tucker Court, Fort Pierce, FL 34950 - Parcel ID Number 2409-712-0009-000/0, owned by Simon Castor, to $2,000.00, to be paid within 60 days.

SUMMARY:

- Case initiated April 2009 against former owner Evodio Mondono.
- Lien filed February 2010 against former owner Evodio Mondono.
- Property purchased by Simon Castor via tax sale deed in 2018. $65.71 in overage funds applied to account.
- Mr. Castor is resolving all liens on his properties to allow for redevelopment.
- Mr. Castor offered $500.00 resolve lien, which was presented to the Special Magistrate.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner, and testimony of Staff, recommends reducing the lien in the amount of $71,940.00 to $2,000.00 payable in 60 days.

Hard Costs (postage / filing fees / photos)	$51.29
Case Processing Fees (months open / inspections)	$1,048.71
Special Magistrate Hearing Costs	$650.00
City Commission Hearing	$250.00

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Special Magistrate Ross

Fiscal Impact

OTHER INFORMATION:

Revenue of $2,000.00 to the General Fund.

Attachments

Reduction Request - Case #09-0722
Administration Fees
Property ID Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:11 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 09:53 AM
Final Approval Date: 02/18/2022

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 1 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	01/10/22				
Property address:	1810 tucker court				
Owner(s) of record:	simon castor				
Mailing address:	207 dixieland dr fort pierce fl				
Property tax ID #:	2409 712 0009 000 0				
Original purchase date:	01/08/2018	Original purchase price:	5 to 6,000.00		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	■ Vacant Lot
Name of person requesting reduction:	simon castor	Relationship to owner(s)			
Telephone #:	772 528 5202	Mobile phone #:	772 528 5202		
E-mail:	castors_ac@yahoo.com	Preferred contact method:	email		
What are owner(s) intentions for property:	building				
Amount of Lien:	71,940.00	Date Fine Initiated:	n/a		
Are there current code violations?	☐ No	■ Yes	Explain: (please attached notice) grass cutting		
Is property listed for sale?	■ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	■ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $71,940.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $71,440.00

DOLLAR AMOUNT I AGREE TO PAY $500.00

Signature of Owner or Representative

01/10/22
Date

simon castor
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	1810 tucker ct

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(d), I understand the requirements to be met and understand that the Special Magistrate will make the final determination.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

[signature] 1/11/22 — simon castor

Signature of Owner or Representative — Date — Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

[signature] 2/10/22 — Margaret M. Amaiz

City Representative — Date — Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 1 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 1810 Tucker Ct

Property Owner: Simon Castor

Mailing Address: 207 Dixieland Dr Fort Pierce Fl 34982

Telephone #: 772 528 5202 Cell Phone #: 772 528 5202

E-Mail Address: Castors_ac@yahoo.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Simon Castor, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

My money is tied up in the restoration of the site on 2108 Ave G; witch I Cannot Sell before Cleaning those liens on Tucker & 12th St on that I am asking you to agree to my request for I Cannot Pay the amount impose by the City.

Date: 1/11/22

Signed: Simon Castor

Print Name: Simon Castor

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____

Notary Public, State of Florida

Administrative Cost Estimator

02/17/2022

Property Address: 1810 Tucker Court (09-0722)

Date case originated: 4/3/2009

Date case complied: 1/10/2012

Total time: #NAME? months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	0
Lien Reduction Hearings:	1

Mailing Expense

Regular 1st Class:	$0.53	8	$4.24
Certified Mail:	$7.05	1	$7.05
Photographs (per page)	$0.50	15	$7.50
Filing Fees (add 1 fee for Release of Lien)	$10.00	5	$50.00
Months Open	$50.00	33	$1,650.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary

Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	0	$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Director of Community Response	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	2	$300.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$250.00	1	$250.00

Fee set by the City Commission

Total Estimated Cost: $2,618.79

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 1810 TUCKER CT	Parcel ID: 2409-712-0009-000-0	Account #: 22481	Sec/Town/Range: 09/35S/40E
Use Type: 0000	Jurisdiction: Fort Pierce	Map ID: 24/09S	Zoning: Medium Den

Ownership

Simon P Castor

207 Dixieland DR
Fort Pierce, FL 34982-6705

Legal Description

TUCKER TERRACE BLK 2 LOT 5-LESS N 5 FT- (OR 4084-2043)

Current Values

Just/Market:	$6,000	Assessed:	$5,170
Exemptions:	$0	Taxable:	$5,170

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$6,000	$5,170	$0	$5,170
2020	$4,700	$4,700	$0	$4,700
2019	$6,100	$6,100	$0	$6,100

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
01-08-2018	4084 / 2043	0111	TD	Mondono Evodio	$0
10-29-2007	2901 / 2777	XX03	FJ	Mondono Esperanza	$0
08-23-1999	1245 / 1896	XX00	WD	McEntee John D	$35,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.17
Land Size (SF):	7,451
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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City Commission Regular Meeting - 6:00 pm **11. i.**

Meeting Date: 03/07/2022

Re: 121 N 12th Street - Code Enforcement Reduction

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve request to reduce Code Enforcement lien in the amount of $3,490.00, against 121 N 12th Street, Fort Pierce, FL 34950 - Parcel ID Number 2409-517-0021-000/1, owned by Simon Castor, to $850.00 to be paid within 60 days.

SUMMARY:

- Case initiated March 2015 against prior owner Field of Dreams LTD.
- Lien filed October 2015 against prior owner Field of Dreams LTD.
- Property purchased by Simon Castor via tax sale deed in November 2020.
- Mr. Castor is resolving all liens on his properties to allow for redevelopment.
- Mr. Castor offered $600.00 to resolve the lien which was presented to the Special Magistrate.

RECOMMENDATION:

The Special Magistrate, having heard the request of the owner, and testimony of Staff, recommends reducing the lien in the amount of $3,490.00 to $850.00 payable in 60 days.

Hard Costs (postage / filing fees / photos)	$63.29
Case Processing Fees (months open / inspections)	$36.71
Special Magistrate Hearing Costs	$500.00
City Commission Hearing	$250.00

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Director of Community Response
Special Magistrate Ross

Fiscal Impact

OTHER INFORMATION:

Revenue of $850.00 to the General Fund.

Attachments

Reduction Request
Administration Fees
Property ID Card

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:12 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 10:47 AM
Final Approval Date: 02/18/2022

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 1 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	01/10/22				
Property address:	121 n 12th st				
Owner(s) of record:	simon castor				
Mailing address:	207 dixieland dr fort pierce fl				
Property tax ID #:	2409 517 0021 000 1				
Original purchase date:	nov 2nd 2020	Original purchase price:	5,300.00		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	simon castor	Relationship to owner(s)			
Telephone #:	772 528 5202	Mobile phone #:	772 528 5202		
E-mail:	castors_ac@yahoo.com	Preferred contact method:	email		
What are owner(s) intentions for property:	building				
Amount of Lien:	3490	Date Fine Initiated:	n/a		
Are there current code violations?	☐ No	■ Yes	Explain: (please attached notice) grass cutting		
Is property listed for sale?	■ No	☐ Yes	If yes, what is listing price?		
Is property under contract for sale?	■ No	☐ Yes	If yes, what is the sale price?		

AMOUNT OF FINE / LIEN $3,490.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED $2,890.00

DOLLAR AMOUNT I AGREE TO PAY $600.00

Signature of Owner or Representative

01/10/22
Date

simon castor
Printed Name

RECEIVED

JAN 11 2022

CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF CODE ENFORCEMENT FINES / LIENS

Date:	01/10/22
Property address	121 n 12th st
Owner(s) of record:	simon oaslor
Mailing address	207 dixieland dr fort pierce fl
Property tax ID #:	2409 517 0021 000 1
Original purchase date:	Nov 2nd 2020 — Original purchase price: $6,300.00
Property is listed for:	☐ Single Family ☐ Multi-family ☐ Commercial ☐ Industrial ☐ Vacant Lot
Name of person requesting reduction:	simon oaslor — Relationship to owner(s):
Telephone #:	772 528 5202 — Mobile phone #: 772 528 5202
E-mail:	oaslors_ac@yahoo.com — Preferred contact method: email
What are owner(s) intentions for property:	building
Amount of Lien:	3430 — Date Fine Initiated: n/a
Are there current code violations?	☐ No ☒ Yes — Explain: (please attached notice) grass cutting
Is property listed for sale?	☒ No ☐ Yes — If yes, what is listing price?
Is property under contract for sale?	☒ No ☐ Yes — If yes, what is the sale price?

AMOUNT OF FINE / LIEN: $3,490.00

DOLLAR AMOUNT REQUESTING TO BE WAIVED: $2,890.00

DOLLAR AMOUNT I AGREE TO PAY: $600.00

Signature of Owner or Representative — Date: 01/10/22 — Printed Name: simon oaslor

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(d), I understand the requirements to be met and understand that the Special Magistrate will make the final determination.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	1/11/22	simon castor

COFP – APPLICATION PROCESS DETERMINATION

☐ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	2/10/22	Margaret M Arruz

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:

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☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(b). I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(a). I understand the requirements to be met and understand that the Special Magistrate will make the final determination.

☐ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative | Date | Printed Name: simon castor

---

CORP – APPLICATION PROCESS DETERMINATION

☐ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative | Date | Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 1 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

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Property Address: 1810 Tucker Ct

Property Owner: Simon Castor

Mailing Address: 207 Dixieland Dr Fort Pierce Fl 34982

Telephone #: 772 528 5202 Cell Phone #: 772 528 5202

E-Mail Address: Castors_ac@Yahoo.Com

Is the property in compliance? yes If no, please explain in the narrative of your request.

RECEIVED
JAN 7 7 2022
CITY OF PORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

I, Simon Castor, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

My money is tied up in the restoration of the site on 2108 Ave G; witch I Cannot Sell before Cleaning those liens on Tucker & 12th St on that I am asking you to agree to my request for I Cannot Pay the amount impose by the City.

Date: 1/11/22

Signed: Simon Castor

Print Name: Simon Castor

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

_____

Notary Public, State of Florida

Administrative Cost Estimator

02/17/2022

Property Address: 121 N 12th Street 15-0433

Date case originated: 3/19/2015

Date case complied: 8/12/2015

Total time: #NAME? months

Number of Hearings

Violation Hearings:	1
Massey Hearings:	0
Lien Reduction Hearings:	1

Mailing Expense			
Regular 1st Class:	$0.53	8	$4.24
Certified Mail:	$7.05	1	$7.05
Photographs (per page)	$0.50	4	$2.00
Filing Fees (add 1 fee for Release of Lien)	$10.00	6	$60.00
Months Open	$50.00	4	$200.00

Covers code officer's monthly inspections and follow-up, file maintenance, correspondence/communications with property owner / tenant / management and other departments.

Code Enforcement Secretary			
Up to three Hearings	$150.00	1	$150.00
Each additional Hearing	$75.00	0	$0.00

Covers hearing prep: NOV, postings, notorizations, order preparation, minutes, summary sheets, correspondence, filings with Clerk of Court.

Director of Community Response	$75.00	1	$75.00

Covers review of initial notice, review of case file for recommendation and review with attorney

City Attorney (per hour)	$125.00	1	$125.00

Covers the cost of case preparation (written & oral communication) for appeals, disputed cases or those with legal representation requiring review above & beyond the norm.

Hearings	$150.00	2	$300.00

Cover SM/CEB review and hearing time, recording secretary, code staff & management hearing time, attorney hearing time, MIS or SLC set up.

Commision Meeting	$250.00	1	$250.00

Fee set by the City Commission

Total Estimated Cost: $1,173.29

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 121 N 12th ST
Parcel ID: 2409-517-0021-000-1
Account #: 21632
Sec/Town/Range: 09/35S/40E
Map ID: 24/09N
Zoning: Medium Den
Use Type: 0000
Jurisdiction: Fort Pierce

Ownership

Simon Paul Castor
207 Dixieland DR
Fort Pierce, FL 34982

Legal Description

KILLER AND DEMMER`S S/D BLK 1 LOT 21

Current Values

Just/Market:	$8,900	Assessed:	$8,900
Exemptions:	$0	Taxable:	$8,900

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$8,900	$8,900	$0	$8,900
2020	$7,000	$6,441	$0	$6,441
2019	$9,100	$5,856	$0	$5,856

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-02-2020	4501 / 2391	0111	TD	Fields of Dreams Ltd	$5,300
08-19-2002	1568 / 1766	XX01	TD	Rivas Vicki L	$3,200
12-09-1996	1050 / 1284	XX01	WD	Ray Van	$12,000

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:



Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.31
Land Size (SF):	13,500
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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City Commission Regular Meeting - 6:00 pm **11. j.**

Meeting Date: 03/07/2022

Re: 805 Gardenia Ave - Reduction Request - Lot Clearing

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $1,164.51 against 805 Gardenia Avenue, Fort Pierce, FL, Parcel ID# 2422-605-0002-000/3 owned by Charles C. Welch, by waiving the interest, penalties and a portion of the administrative costs in the amount of $872.07, leaving a **balance due of $292.44 payable in 60 days**. The applicant is asking to waive all interest, penalties and administration costs plus a portion of the lot clearing costs in the amount of $1,000.00 leaving a balance due of $164.51 payable in 60 days, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive all interest, penalties and administration costs plus a portion of the lot clearing costs in the amount of $1,000.00 leaving a balance due of $164.51 payable in 60 days.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of $872.07, leaving a balance due of $292.44 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $292.44 to the General Fund.

Attachments

Property ID Card
Reduction Request

Financial Report
Code Enforcement History

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/18/2022 09:11 AM

Form Started By: Peggy Arraiz
Started On: 02/17/2022 09:46 AM
Final Approval Date: 02/18/2022

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Property Identification

Site Address: 805 GARDENIA AVE
Sec/Town/Range: 22/35S/40E
Parcel ID: 2422-605-0002-000-3
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 30375
Map ID: 24/22N
Zoning: SF Interme

Ownership

Charles Welch
1901 York CT
Fort Pierce, FL 34982



Legal Description

EL-RAY S/D LOT 2 (OR1267-2643)

Current Values

Just/Market Value:	$134,700
Assessed Value:	$85,564
Exemptions:	$0
Taxable Value:	$85,564

Property taxes are subject to change upon change of ownership.

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

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

Total Areas

Finished/Under Air (SF):	1,498
Gross Sketched Area (SF):	1,894
Land Size (acres):	0.22
Land Size (SF):	9,450

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 21 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLITION LIEN

Date:	1-21-22				
Property address:	805 GARDENIA AVE.				
Owner(s) of record:	CHARLES C. WELCH				
Mailing address:	1901 YORK CT. FT. PIERCE				
Property tax ID #:	2422-605-0002-0003/3				
Original purchase date:		Original purchase price:			
Property is used for:	☑ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☐ Vacant Lot
Name of person requesting reduction:	CHARLES C. WELCH	Relationship to owner(s)			
Telephone #:	7726722900	Mobile phone #:	772-672-2900		
E-mail:	devindesigns199 gmail.com	Preferred contact method:	phone		
What are owner(s) intentions for property: to sell					
Are there current code violations?	☑ No	☐ Yes	Explain: (please attached notice)		
Is property listed for sale?	☑ No	☐ Yes	If yes, what is listing price?	210,000	
Is property under contract for sale?	☐ No	☑ Yes	If yes, what is the sale price?	210.000	

City incurred charges (lot clearing, demolition, etc)	$_____
Administrative fees	$_____
Interest	$_____
Penalties	$_____
TOTAL AMOUNT DUE TO CITY	$1,164.51
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$1,000.00
DOLLAR AMOUNT I AGREE TO PAY	$164.51

Charles C. Welch
Signature of Owner or Representative Date

CHARLES C. WELCH
Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	805 Gardenia Ave, Ft. Pierce, FL 34982

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Charles C. Welch — Signature of Owner or Representative

Date

CHARLES C. WELCH — Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Margaret M Amiz — City Representative

2/16/22 — Date

Margaret M. Amiz — Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 2 1 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

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6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 805 Gardenia Ave, Ft. Pierce, Fl. 34982

Property Owner: Charles C. Welch

Mailing Address: 1901 York Ct., Ft. Pierce, Fl 34982

Telephone #: 772-672-2900 Cell Phone #: 772-672-2900

E-Mail Address: devinedesigns79@gmail.com

Is the property in compliance? yes If no, please explain in the narrative of your request.

I, Charles C. Welch, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

Was not aware of any lien on the property located at 305 Gardenia Ave, Ft. Pierce, Ft. 34982

I had paid a landscaper to remove a huge tree at the back of the lot, so that the roots would not impede into the neighboring lots and cause any damage to anyone's sewer lines. He removed the tree roots also. Since he mowed our lots, as well, we knew we could trust him to finish the job. The tree was so huge he was not able to bring the entire tree to the front of the yard all at one time. It took several trips before the entire tree + Roots could all be picked up so obstructing any view points for drivers passing by. At the time we were caring full for our parents, who were terminally ill.

Date: 1/21/22

Signed: Charles C. Welch

Print Name: CHARLES C. WELCH

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority _____ who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced _____ as identification.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/12/22
Miscellaneous Receivables Inquiry 11:41:21

Customer ID . . . : 4333 Name: 805 GARDENIA AVE WELCH
Last statement . : 12/06/21 Addr: 242260500020003 WELCH
Last invoice . . : 9/27/11 FT PIERCE, FL 34982
Current balance . : 173,620.00 ←
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 173,620.00 Type: 001 0000 115 07 00 CODE V
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due
	CODE	VIOLATION	173620.00

CE LIEN

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/12/22
Miscellaneous Receivables Inquiry 11:42:00

Customer ID . . . : 2862 Name: 805 GARDENIA AV WELCH
Last statement . : 1/06/22 Addr: 242260500020003 WELCH
Last invoice . . : 12/15/05 FT PIERCE, FL 34982
Current balance . : 1,164.51 ←
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 1,164.51 Type: 001 0000 115 02 00 LC
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due	
	LC	INTEREST CHARGE 6%/YR	527.04	
	LOT	CLEARING ADMIN FEE	300.00	- 3 LIENS
	LOT	CLEARING	232.44	- HC
	LC	PENALTY CHARGES OF .1%	105.03	

3 x 20.- = 60.00

232.44 HC
60.00 REC
292.44

1164.51
- 292.44
872.07 WAIVED

2422-605-0002-000/3
805 GARDENIA AVE FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
91-00001355	LOT CLEARING	7/01/91	IN COMPLIANCE	0/00/00
97-00004410	PROPERTY MAINTENANCE	7/30/97	IN COMPLIANCE	9/23/97
98-00001628	LOT CLEARING	2/27/98	IN COMPLIANCE	4/03/98
98-00006512	LOT CLEARING	9/29/98	IN COMPLIANCE	10/12/98
99-00000821	NON-OPERATIVE/UNLICENSES VEHCL	2/18/99	IN COMPLIANCE	4/01/99
99-00001144	OCCUPATIONAL LICENSE CHECK	3/09/99	IN COMPLIANCE	3/09/99
99-00004645	LOT CLEARING	9/16/99	IN COMPLIANCE	10/05/99
99-00004646	NON-OPERATIVE/UNLICENSES VEHCL	9/16/99	IN COMPLIANCE	10/04/99
99-00004945	NON-OPERATIVE/UNLICENSES VEHCL	9/27/99	IN COMPLIANCE	9/27/99
99-00004946	LOT CLEARING	9/27/99	IN COMPLIANCE	9/27/99
99-00005595	LOT CLEARING	10/25/99	IN COMPLIANCE	1/03/00
00-00003439	LOT CLEARING	6/13/00	IN COMPLIANCE	7/07/00
00-00003546	LOT CLEARING	6/19/00	IN COMPLIANCE	6/19/00
00-00004311	LOT CLEARING	7/25/00	IN COMPLIANCE	7/28/00
02-00010226	LOT CLEARING	6/24/02	IN COMPLIANCE	8/01/02
05-00000072	LOT CLEARING	1/07/05	INVOLUNTARY COMPLIANCE	1/07/05
05-00001581	LOT CLEARING	6/09/05	CLOSED	12/23/19
05-00002629	LOT CLEARING	10/13/05	INVOLUNTARY COMPLIANCE	12/23/19
05-00003021	LOT CLEARING	11/03/05	IN COMPLIANCE	10/07/08
06-00002720	CODE ENFORCEMENT VIOLATION	8/03/06	IN COMPLIANCE	7/31/08
06-00002721	CODE ENFORCEMENT VIOLATION	8/08/06	IN COMPLIANCE	4/10/07
07-00000362	CODE ENFORCEMENT VIOLATION	4/11/07	IN COMPLIANCE	7/23/07
08-00001926	LOT CLEARING	6/11/08	IN COMPLIANCE	6/26/08
09-00000090	CODE ENFORCEMENT VIOLATION	1/27/09	FINES/LIENS RUNNING	9/02/09
14-00001929	CODE ENFORCEMENT VIOLATION	9/08/14	IN COMPLIANCE	4/27/15
16-00000433	CITATION	2/16/16	IN COMPLIANCE	2/17/16

City Commission Regular Meeting - 6:00 pm **11. k.**

Meeting Date: 03/07/2022

Re: 712 Cedar Place - Demolition Lien Reduction

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce demolition fees in the amount of $10,570.93 against 712 Cedar Place, Fort Pierce, FL, Parcel ID# 2410-601-0148-000/9 owned by Shirley Gavin, by waiving the interest, penalties and a portion of the administrative costs in the amount of $6,420.93, leaving a **balance due of $4,150.00 payable in 60 days**. The applicant is asking to waive all fees including the demolition fees in the amount of $10,570.93 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

Request by applicant to waive all fees including the demolition fees in the amount of $10,570.93 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of $6,420.93, leaving a balance due of $4,150.00 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $4,150.00 to the General Fund.

Attachments

Property ID Card
Reduction Request - demo
Financial Report - demo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/17/2022 08:44 AM

Form Started By: Peggy Arraiz
Started On: 02/16/2022 04:23 PM
Final Approval Date: 02/17/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 712 CEDAR PL
Sec/Town/Range: 10/35S/40E
Parcel ID: 2410-601-0148-000-9
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 23258
Map ID: 24/10N
Zoning: Medium Den

Ownership

Shirley Garvin
710 Cedar PL
Fort Pierce, FL 34950-8244



Legal Description

FEE AND MAY`S RE-S/D BLK K LOTS 14 AND 15-LESS N 12 FT- AND W 6 FT OF LOT 16 (MAP 24/10C) (OR 3887-2814)

Current Values

Just/Market Value:	$12,300
Assessed Value:	$3,751
Exemptions:	$0
Taxable Value:	$3,751

Property taxes are subject to change upon change of ownership.

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

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

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.21
Land Size (SF):	9,328

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 26 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLITION LIEN

Date:	January 26, 2022				
Property address:	712 Cedar Place Ft Pierce, FL 34950				
Owner(s) of record:	Shirley Garvin				
Mailing address:	710 Cedar Place Ft. Pierce, FL 34950				
Property tax ID #:	2410-601.0148.000/9				
Original purchase date:	6-20-2016	Original purchase price:	4600.31		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☑ Vacant Lot
Name of person requesting reduction:	Shirley Garvin	Relationship to owner(s)	Self		
Telephone #:		Mobile phone #:	772-940-9370		
E-mail:	Shirleyagarvin@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	To Sell				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice) (2) Lot Mowing (1) Demolition		
Is property listed for sale?	☐ No	☑ Yes	If yes, what is listing price?	35,000 —	
Is property under contract for sale?	☐ No	☑ Yes	If yes, what is the sale price?	33,000 —	

City incurred charges (lot clearing, demolition, etc)	$ 4,140.00
Administrative fees	$ 100.00
Interest	$ 5,279.26
Penalties	$ 1,051.67
TOTAL AMOUNT DUE TO CITY	$ 10,570.93
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 10,570.93
DOLLAR AMOUNT I AGREE TO PAY	$

Signature of Owner or Representative — 1/26/22 Date — Shirley Garvin Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative	Date	Printed Name
[signature]	1/24/22	Shirley Gavin

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

City Representative	Date	Printed Name
[signature]	2/16/22	Margaret M. Arraiz

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 2 6 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 712 Cedar Place, Ft. Pierce, FL 34950

Property Owner: Shirley Garvin

Mailing Address: 710 Cedar Place, Ft Pierce, FL 34950

Telephone #: _____ Cell Phone #: 772-940-9370

E-Mail Address: Shirleyagarvin@gmail.com

Is the property in compliance? No If no, please explain in the narrative of your request.

I, Shirley Garvin, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I purchased this property in the Tax lien process. The violations were incurred before my ownership and I was NOT aware of any violations on the property.

Date: 1/26/22

Signed: [signature]

Print Name: Shirley Garvin

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Shirley Garvin who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced Driver Licence as identification.

SWORN TO AND SUBSCRIBED before me this 26 day of January, 2022.

Notary Public State of Florida
Gloria Ann Quintero
My Commission HH 103063
Expires 03/10/2025

[signature]

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/19/22
Miscellaneous Receivables Inquiry 17:23:22

Customer ID . . . : 2840 Name: 712 CEDAR PL GARVIN
Last statement . : 1/06/22 Addr: 241060101480009 GARVIN
Last invoice . . : 1/29/01
Current balance . : 10,570.93
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 10,570.93 Type: 001 0000 115 03 00 DEMO
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due
		DEMOLITION	4140.00 – HC
		ADMINISTATION/DEMO	100.00
		DM INTEREST CHARGE 6%/YR	5279.26
		DM PENALTY CHARGES OF .1%	1051.67

HC 4140.–
RECOED 10.–
4150.–

10570.93
– 4150.00
6,420.93 WAIVED

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
2410-601-0148-000/9				
714 CEDAR PL	FT PIERCE	FL 34950		
96-00001082	NON-OPERATIVE/UNLICENSES VEHCL	4/19/96	IN COMPLIANCE	5/24/96
96-00001083	SCRAPS AND WASTES	4/19/96	IN COMPLIANCE	5/24/96
96-00001084	HOUSE NUMBER	4/19/96	IN COMPLIANCE	5/24/96
96-00005521	PROPERTY MAINTENANCE	10/04/96	IN COMPLIANCE	3/14/97
96-00005522	HOUSE NUMBER	10/04/96	IN COMPLIANCE	12/13/96
00-00001181	CONDEMNATION (BLDG)	3/03/00	ACTIVE	3/03/00
00-00006834	NUISANCE ABATEMENT	11/16/00	IN COMPLIANCE	12/12/00
00-00006835	MISCELLANEOUS	11/17/00	IN COMPLIANCE	12/12/00

City Commission Regular Meeting - 6:00 pm **11. I.**

Meeting Date: 03/07/2022

Re: 712 Cedar Place - Lot Clearing Reduction Request

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $5,047.63 against 712 Cedar Place, Fort Pierce, FL, Parcel ID# 2410-601-0148-000/9 owned by Shirley Garvin, by waiving the interest, penalties and a portion of the administrative costs in the amount of $3,883.99, leaving a **balance due of $1,163.64 payable in 60 days**. The applicant is asking to waive all fees including the lot clearing fees in the amount of $5,047.63 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

Request by applicant to waive all fees including the lot clearing fees in the amount of $5,047.63 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of $3,883.99, leaving a balance due of $1,163.64 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of $1,163.64 to the General Fund.

Attachments

Property ID Card
Reduction Request - LC
Financial Report - LC

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/17/2022 08:44 AM

Form Started By: Peggy Arraiz
Started On: 02/16/2022 04:54 PM
Final Approval Date: 02/17/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 712 CEDAR PL
Sec/Town/Range: 10/35S/40E
Parcel ID: 2410-601-0148-000-9
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 23258
Map ID: 24/10N
Zoning: Medium Den

Ownership

Shirley Garvin
710 Cedar PL
Fort Pierce, FL 34950-8244



Legal Description

FEE AND MAY`S RE-S/D BLK K LOTS 14 AND 15-LESS N 12 FT- AND W 6 FT OF LOT 16 (MAP 24/10C) (OR 3887-2814)

Current Values

Just/Market Value:	$12,300
Assessed Value:	$3,751
Exemptions:	$0
Taxable Value:	$3,751

Property taxes are subject to change upon change of ownership.

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

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

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.21
Land Size (SF):	9,328

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 2 6 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLITION LIEN

Date:	January 26, 2022				
Property address:	712 Cedar Place Ft Pierce, FL 34950				
Owner(s) of record:	Shirley Garvin				
Mailing address:	710 Cedar Place Ft. Pierce, FL 34950				
Property tax ID #:	2410-601.0148.000/9				
Original purchase date:	6-20-2016	Original purchase price:	4600.31		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☑ Vacant Lot
Name of person requesting reduction:	Shirley Garvin	Relationship to owner(s)	Self		
Telephone #:		Mobile phone #:	772-940-9370		
E-mail:	Shirleyagarvin@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	To sell				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice) (2) Lot Mowing, (1) Demolition		
Is property listed for sale?	☐ No	☑ Yes	If yes, what is listing price?	35,000.00	
Is property under contract for sale?	☐ No	☑ Yes	If yes, what is the sale price?	33,000.00	

City incurred charges (lot clearing, demolition, etc)	$ 983.64
Administrative fees	$ 1200.00
Interest	$ 2385.55
Penalties	$ 478.44
TOTAL AMOUNT DUE TO CITY	$ 5047.63
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 5047.63
DOLLAR AMOUNT I AGREE TO PAY	$

Signature of Owner or Representative — Date: 1/26/22 — Printed Name: Shirley Garvin

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Shirley Gavin 1/26/22 Shirley Gavin

Signature of Owner or Representative Date Printed Name

COFP – APPLICATION PROCESS DETERMINATION

☑ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

Margaret M. Arruiz 2/16/22 Margaret M. Arruiz

City Representative Date Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 26 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 712 Cedar Place, Ft. Pierce, FL 34950

Property Owner: Shirley Garvin

Mailing Address: 710 Cedar Place, Ft Pierce FL 34950

Telephone #: _____ Cell Phone #: 772-940-9370

E-Mail Address: Shirleyagarvin@gmail.com

Is the property in compliance? No If no, please explain in the narrative of your request.

I, Shirley Garvin, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I purchased this property in the Tax lien process. The violations were incurred before my ownership and I was NOT aware of any violations on the property.

Date: 1/26/22

Signed:

Print Name: Shirley Garvin

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Shirley Garvin who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced Driver License as identification.

SWORN TO AND SUBSCRIBED before me this 26 day of January, 2022.

Notary Public State of Florida
Gloria Ann Quintero
My Commission HH 103063
Expires 03/10/2025

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/19/22
Miscellaneous Receivables Inquiry 17:23:05

Customer ID . . . : 2840 Name: 712 CEDAR PL GARVIN
Last statement . : 1/06/22 Addr: 241060101480009 GARVIN
Last invoice . . : 3/03/09
Current balance . : 5,047.63
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 5,047.63 Type: 001 0000 115 02 00 LC
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due
	LC	INTEREST CHARGE 6%/YR	2385.55
		LOT CLEARING ADMIN FEE	1200.00
		LOT CLEARING	918.34 — HC
		LOT CLEARING	65.30 — HC
	LC	PENALTY CHARGES OF .1%	478.44

9 liens @ $20.- = 180.00

HC 1 918.34
HC 2 65.30
REC. 180.00
1163.64

5047.63
- 1163.64
3883.99 waived

2410-601-0148-000/9
712 CEDAR PL FT PIERCE FL 34950

CASE NUMBER	CASE TYPE	DATE ESTABLISHED	STATUS	STATUS DATE
95-00001661	PROPERTY MAINTENANCE	6/27/95	IN COMPLIANCE	10/17/95
96-00000204	CONDEMNATION (BLDG)	1/24/96	IN COMPLIANCE	7/22/96
01-00002967	NUISANCE ABATEMENT	5/22/01	INVOLUNTARY COMPLIANCE	6/19/01
01-00005853	LOT CLEARING	10/25/01	INVOLUNTARY COMPLIANCE	11/19/01
02-00000116	CODE ENFORCEMENT VIOLATION	9/09/02	INVOLUNTARY COMPLIANCE	9/09/02
03-00001459	LOT CLEARING	5/06/03	INVOLUNTARY COMPLIANCE	5/06/03
03-00003208	LOT CLEARING	8/25/03	INVOLUNTARY COMPLIANCE	8/25/03
03-00004423	LOT CLEARING	11/25/03	INVOLUNTARY COMPLIANCE	11/25/03
04-00000771	CODE ENFORCEMENT VIOLATION	3/02/04	IN COMPLIANCE	3/02/04
04-00001828	CODE ENFORCEMENT VIOLATION	7/26/04	IN COMPLIANCE	11/08/11
04-00002590	CODE ENFORCEMENT VIOLATION	11/01/04	IN COMPLIANCE	11/09/11
05-00000945	LOT CLEARING	4/11/05	CLOSED	12/23/19
08-00000345	LOT CLEARING	1/17/08	INVOLUNTARY COMPLIANCE	2/20/08
08-00002225	LOT CLEARING	7/09/08	INVOLUNTARY COMPLIANCE	8/19/08
09-00000007	LOT CLEARING	1/16/09	INVOLUNTARY COMPLIANCE	2/28/09
09-00002495	LOT CLEARING	9/10/09	DESTROYED/DISPOSED	4/21/20
12-00000509	CODE ENFORCEMENT VIOLATION	4/06/12	DESTROYED/DISPOSED	4/24/20
12-00001557	CODE ENFORCEMENT VIOLATION	9/12/12	DESTROYED/DISPOSED	4/21/20
13-00001359	LOT CLEARING	8/20/13	DESTROYED/DISPOSED	4/21/20
14-00002053	CODE ENFORCEMENT VIOLATION	10/15/14	IN COMPLIANCE	10/21/14
14-00002126	CODE ENFORCEMENT VIOLATION	10/22/14	DESTROYED/DISPOSED	4/21/20
14-00002127	CODE ENFORCEMENT VIOLATION	10/22/14	DESTROYED/DISPOSED	4/21/20

City Commission Regular Meeting - 6:00 pm **11. m.**

Meeting Date: 03/07/2022

Re: 712 Cedar Place - Request for Lot Clearing Reduction

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Approve staff recommendation in response to request to reduce lot clearing fees in the amount of $871.74 against 712 Cedar Place, Fort Pierce, FL, Parcel ID# 2410-601-0148-000/9 owned by Shirley Garvin, by waiving the interest, penalties and a portion of the administrative costs in the amount of 592.24, leaving a **balance due of 279.50 payable in 60 days**. The applicant is asking to waive all fees in the amount of $871.74 leaving a balance due of $0.00, which requires the item be pulled from the Consent Agenda with a direct vote of the City Commission.

SUMMARY:

The applicant is asking to waive all lot clearing fees in the amount of $871.74 leaving a balance due of $0.00.

RECOMMENDATION:

Staff recommends waiving the interest, penalties and a portion of the administrative costs in the amount of 592.24, leaving a balance due of 279.50 payable in 60 days.

ALTERNATIVES:

Approve the applicant's request.
Determine an alternate amount.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Katherine Calderon, Executive Assistant
Finance Department

Fiscal Impact

OTHER INFORMATION:

Revenue of 279.50 to the General Fund.

Attachments

Property ID Card
Reduction Request - FPRA
Financial Report - FPRA

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/17/2022 08:44 AM

Form Started By: Peggy Arraiz
Started On: 02/16/2022 05:07 PM
Final Approval Date: 02/17/2022

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 712 CEDAR PL
Sec/Town/Range: 10/35S/40E
Parcel ID: 2410-601-0148-000-9
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 23258
Map ID: 24/10N
Zoning: Medium Den

Ownership

Shirley Garvin
710 Cedar PL
Fort Pierce, FL 34950-8244



Legal Description

FEE AND MAY`S RE-S/D BLK K LOTS 14 AND 15-LESS N 12 FT- AND W 6 FT OF LOT 16 (MAP 24/10C) (OR 3887-2814)

Current Values

Just/Market Value:	$12,300
Assessed Value:	$3,751
Exemptions:	$0
Taxable Value:	$3,751

Property taxes are subject to change upon change of ownership.

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

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

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.21
Land Size (SF):	9,328

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 26 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR A REDUCTION OR RESCINDMENT OF LOT CLEARING OR DEMOLITION LIEN

Date:	January 26, 2022				
Property address:	712 Cedar Place Ft Pierce, FL 34950				
Owner(s) of record:	Shirley Garvin				
Mailing address:	710 Cedar Place Ft. Pierce, FL 34950				
Property tax ID #:	2410-601.0148-000/9				
Original purchase date:	6-20-2016	Original purchase price:	4600.31		
Property is used for:	☐ Single Family	☐ Multi-family	☐ Commercial	☐ Industrial	☑ Vacant Lot
Name of person requesting reduction:	Shirley Garvin	Relationship to owner(s)	Self		
Telephone #:		Mobile phone #:	772-940-9370		
E-mail:	Shirleyagarvin@gmail.com	Preferred contact method:			
What are owner(s) intentions for property:	To sell				
Are there current code violations?	☐ No	☑ Yes	Explain: (please attached notice) (2) Lot Mowing, (1) Demolition		
Is property listed for sale?	☐ No	☑ Yes	If yes, what is listing price?	35,000	
Is property under contract for sale?	☐ No	☑ Yes	If yes, what is the sale price?	33,000	

City incurred charges (lot clearing, demolition, etc)	$ 239.50
Administrative fees	$ 200.00
Interest	$ 360.22
Penalties	$ 72.02
TOTAL AMOUNT DUE TO CITY	$ 871.74
DOLLAR AMOUNT REQUESTING TO BE WAIVED	$ 871.74
DOLLAR AMOUNT I AGREE TO PAY	$

Signature of Owner or Representative — 1/26/22 Date — Shirley Garvin Printed Name

OWNER / REPRESENTATIVE REQUEST TO PROCESS APPLICATION

Property Address:	

☑ I acknowledge that I have been provided a copy of Rule 17 of the Rules of Procedure for the City of Fort Pierce Code Enforcement Board and Special Magistrates and that I have read the rules and being advised as such make the following request:

☐ I am requesting that my application for lien reduction be processed administratively through the Rules of Procedure Sec. 17(h), I understand the requirements to be met and that I waive my right to a hearing before either the Special Magistrate or Code Enforcement Board.

☑ I am requesting that my application for lien reduction be considered and a determination made by the City Commission of the City of Fort Pierce.

Signature of Owner or Representative — Date: 11/26/22 — Printed Name: Shirley Gavin

---

COFP – APPLICATION PROCESS DETERMINATION

☐ Staff has reviewed the request for lien reduction and agrees to process the application as requested by the signing party.

☐ Staff has reviewed the request for lien reduction and do not agree to process the application as requested by the signing party. The matter will be placed before the City Commission for final determination.

_____

_____

_____

_____ _____

City Representative — Date — Printed Name

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

RECEIVED
JAN 26 2022
CITY OF FORT PIERCE
COMMUNITY RESPONSE
Code Enforcement &
Animal Control

REQUEST FOR REDUCTION OF PENALTY

By completing this form, you are making statements under oath. Failure to be truthful is a violation of Fort Pierce City Code and Florida Statutes pertaining to perjury, which is a felony punishable by up to fifteen (15) years imprisonment.

INSTRUCTIONS:

1. Please fill in blanks completely.
2. Be specific when writing your statement. Use additional pages if necessary.
3. If you are claiming medical or financial hardship, attach supporting documentation (i.e. doctor's statement or proof of income).
4. Complete the appropriate application for lien reduction / rescindment.
5. For lot clearing or demolition liens, contact Kathy D'Arton in the Finance Department (772-467-3076) for cost / fees breakdown.
6. For code enforcement liens (those imposed by a Special Magistrate or Code Enforcement Board), contact Katherine Calderon (772-467-3149) for cost / fees breakdown.
7. If you do not have access to a Notary Public, one will be provided to you by the Department at no charge. All forms must be signed in the presence of the Notary to be valid.
8. Return this form, the application and any other pertinent documentation to the Code Enforcement Department.
9. Requests for Reduction / Rescindment of code enforcement liens are governed by Rule 17 of the City's Rules & Regulation for Code Enforcement Board and Special Magistrate.

Property Address: 712 Cedar Place, Ft. Pierce, FL 34950

Property Owner: Shirley Garvin

Mailing Address: 710 Cedar Place, Ft Pierce, FL 34950

Telephone #: _____ Cell Phone #: 772-940-9370

E-Mail Address: Shirleyagarvin@gmail.com

Is the property in compliance? No If no, please explain in the narrative of your request.

I, Shirley Garvin, do hereby submit this Petition in request for a reduction in the total amount of the penalty imposed and in support offer the following statement:

I purchased this property in the Tax lien process. The violations were incurred before my ownership and I was NOT aware of any violations on the property.

Date: 1/26/22

Signed: Shirley Garvin

Print Name: Shirley Garvin

STATE OF FLORIDA

COUNTY OF ST. LUCIE

PERSONALLY APPEARED before me, the undersigned authority Shirley Garvin who acknowledged before me that the information contained herein is true and correct. He or She is / is not personally known to me and has produced Driver license as identification.

SWORN TO AND SUBSCRIBED before me this 26 day of January, 2022.

Notary Public State of Florida
Gloria Ann Quintero
My Commission HH 103063
Expires 03/10/2025

Gloria Ann Quintero

Notary Public, State of Florida

MR430I01 CITY OF FORT PIERCE FINANCE DEPARTMENT 1/19/22
Miscellaneous Receivables Inquiry 17:22:15

Customer ID . . . : 2840 Name: 712 CEDAR PL GARVIN
Last statement . : 1/06/22 Addr: 241060101480009 GARVIN
Last invoice . . : 9/18/08 RIVER EDGE, NJ 07661
Current balance . : 871.74
Pending . . . . . : .00 Status: A ACTIVE
Previous balance : 871.74 Type: 104 0000 115 02 00 LOT CL
Deposit balance . : .00
Type options, press Enter. Open Activity
1=Select

Opt	Code	Description	Total due
	LC INT CHG 6%/YR REDEV		360.22
	LC ADMIN REDEV		200.00
	LOT CLEARING REDEV		239.50 – HC
	LC PEN CHG OF .1% REDEV		72.02

2 Liens @ 20.- = 40.-

HC 239.50
REC 40.00
279.50

871.74
- 279.50
592.24 WAIVED

City Commission Regular Meeting - 6:00 pm **12. a.**

Meeting Date: 03/07/2022

Re: Impact Fee Moratorium

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Legislative Hearing - Ordinance 22-009 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING.

SUMMARY:

Ordinance 22-009 will provide a moratorium on the imposition and collection of City impact fees within the Fort Pierce Redevelopment Area for a period of six (6) months. The City Commission adopted Ordinance 20-007 on March 16, 2020, which provided for a moratorium on the collection of City impact fees within the Fort Pierce Redevelopment Agency boundaries for a period of 12 months. Ordinance 21-010 was subsequently adopted on April 5, 2021, extending the moratorium for a period of 6 months, ending on October 5, 2021.

Overview of the Program:

Urban infill and redevelopment projects are intended to improve existing neighborhoods and encourage investment within these areas. The intent of this moratorium was to assist businesses and residents in the Fort Pierce Redevelopment Agency boundaries reduce their startup costs and to contribute to the sense of vitality that occurs when buildings are occupied by commercial business and new homes are constructed. Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure. Unless extraordinary capital improvements are required, infrastructure costs can be substantially lower for infill development relative to a similar project in an undeveloped area.

RECOMMENDATION:

Staff recommends approval of Ordinance 22-009.

ALTERNATIVES:

Amend or deny Ordinance 22-009.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

Nicholas C. Mimms, City Manager
Tanya Earley, City Attorney
Linda Cox, City Clerk

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 22-009

Impact Fees Presentation - Conference Agenda 1-10-2022

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/09/2022 02:34 PM
City Manager	Nick Mimms	02/09/2022 02:34 PM

Form Started By: Shyanne Harnage Started On: 01/10/2022 11:03 AM

Final Approval Date: 02/23/2022

ORDINANCE NO. 22-009

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF SIX (6) MONTHS WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to promote Fort Pierce to encourage the investment of private resources in the urban core of our city by suspending the collection of City Impact Fees in an effort to stimulate and encourage new development within the boundaries of the City's Designated Urban Infill and Redevelopment Area; and

WHEREAS, the moratorium of impact fees herein may place the City in a more competitive position, thus enhancing efforts by the City and the community to encourage economic development opportunities to create permanent employment expansion opportunities; and

WHEREAS, the City Commission finds the most effective economic stimulus that the City can provide is to offer incentives to new construction projects by removing the City-imposed development costs represented by city impact fees; and

WHEREAS, this is an integral part of the City's overall economic development strategy; and

WHEREAS, the COVID-19 pandemic continues to impact all aspects of the community and encouraging economic development is vital to a successful post-pandemic economic recovery; and

WHEREAS, the City Commission will evaluate the impacts of suspending the City Impact Fee Program as herein provided for, and shall thereafter further consider changes in the Comprehensive Plan if and to the extent necessary so as to reflect the experience resulting from the temporary moratorium herein provided for; and

WHEREAS, such moratorium shall apply to all such new construction within the boundaries of the City's Designated Urban Infill and Redevelopment Area for which a building permit is issued subsequent to the adoption of this ordinance; and

WHEREAS, the moratorium will continue for six (6) months after its effective date, unless otherwise modified or repealed by the City Commission; and

WHEREAS, Section 166.021, Florida Statutes, provides the City with the power to enhance and expand economic activity in the City including the authority to expend and use public funds toward achievement of the City's economic development goals; and

WHEREAS, the City of Fort Pierce will continue to collect Impact Fees for St. Lucie County in accordance with established Interlocal Agreement(s).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The imposition of Impact Fees, as provided by Code Sections 113-15 through and including Section 113-19, and the collection of said fees as provided by Code Section 113-8, are hereby suspended within the boundaries of the City's Designated Urban Infill and Redevelopment Area for a period not to exceed six (6)

months from the date of final passage hereof and shall be reinstated thereafter to full force and effect unless or until they should be modified or amended.

SECTION 2. All ordinances of parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective immediately upon final passage hereof and shall remain in effect for a period of six (6) months, or for such shorter period as may hereafter be determined by the City Commission by subsequent ordinance, following such final passage and shall then cease to become effective unless otherwise extended by further ordinance.

SECTION 4. If any provision of this ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-009 was duly advertised by title only in the St. Lucie News Tribune on February 6, 2022 and February 20, 2022; copy of said Ordinance was made available at the Office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 22, 2022; and was duly introduced, read by title only, and passed on second and final reading on March 7, 2022, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 7th day of March 2022.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)



Impact Fee Moratorium

Conference Agenda – January 10, 2022

Overview

Since infill locations are within the urban core of our community, typically they already have much of the needed infrastructure.

There has been limited new construction in the FPRA district over the past several years.

Assist businesses by reducing their startup costs and encourage new residents to build homes.

Timeline

Ordinance 20-007 Adopted –

Impact Fee Moratorium for 12 months.

March 16, 2020

Ordinance 21-010 Adopted –

Impact Fee Moratorium extended for 6 months.

April 5, 2021

March 16, 2021

Initial 12-month Impact Fee Moratorium expired.

October 5, 2021

Impact Fee Moratorium Extension expired.

Building Permit Comparison

Within the FPRA

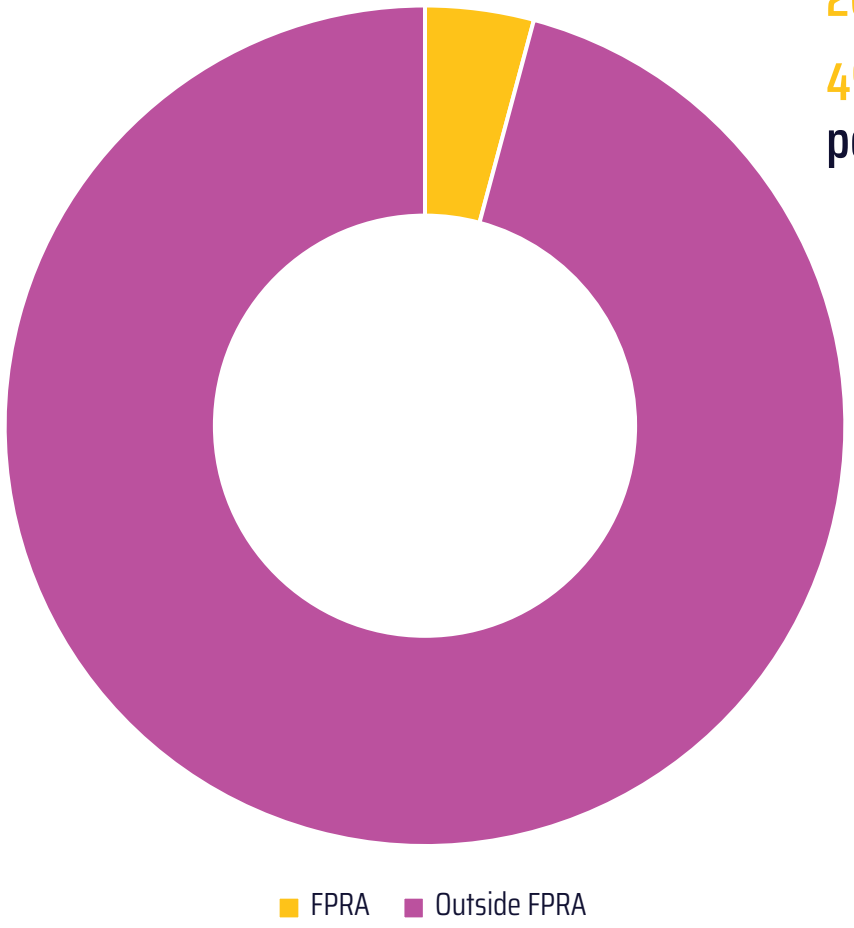
20 new construction building permits.

4% of all new construction building permits were within the FPRA.

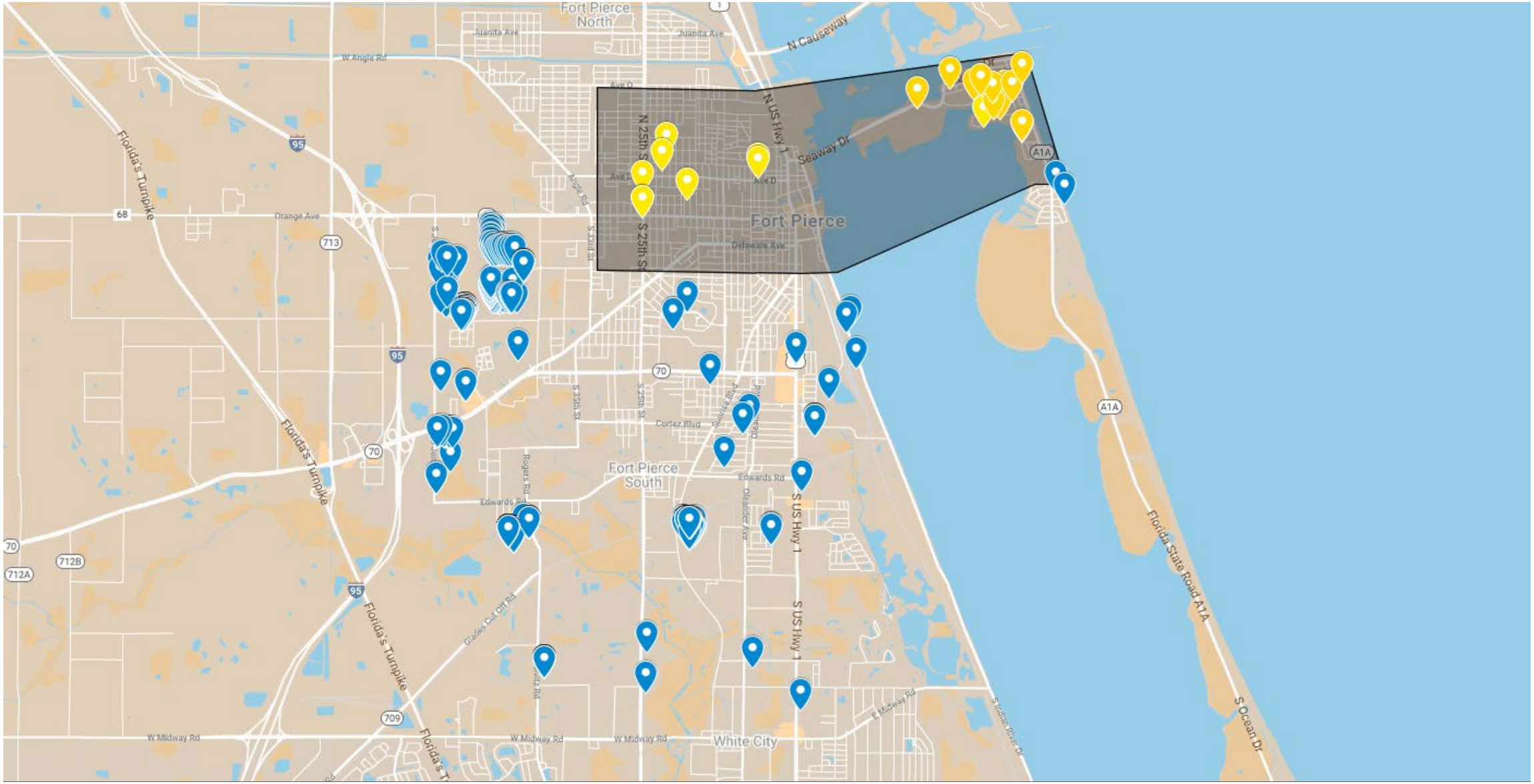
Outside the FPRA

459 new construction building permits.

96% of all new construction building permits were outside of the FPRA.

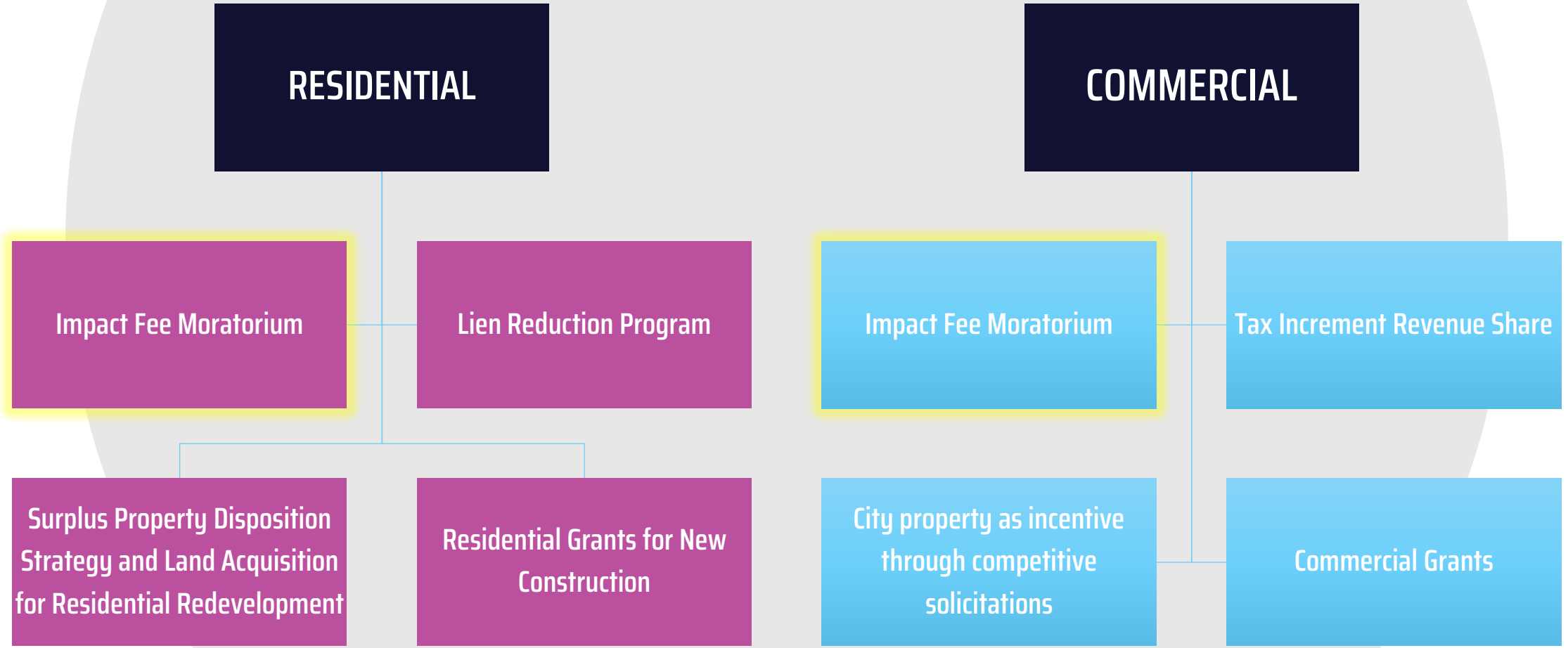


Based on building department data between March 16, 2020 and October 5, 2021



New Construction Building Permits March 2020 – October 2021

Infill Redevelopment Incentive Strategy



City Commission Regular Meeting - 6:00 pm **12. b.**

Meeting Date: 03/07/2022

Re: Voluntary Annexation -3450 Sunrise Boulevard - Ordinance No. 22-010

Submitted For: Jennifer Hofmeister, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance No. 22-010- An Ordinance amending Ordinance 21-137, Recorded at Book 4733, Pages 2465-2471, and extending the territorial Limits of the City of Fort Pierce, Florida, to include 3450 Sunrise Blvd In Fort Pierce, Florida. FIRST READING

SUMMARY:

The subject property has a St. Lucie County Future Land Use designation of Residential Urban 5 du/ac (RU) and a zoning designation of Residential Single Family, 4 Dwelling Units/Acre (RS-4). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Low Density Residential (RL), with a compatible zoning classification of Low Density Residential (R-1).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends approval of the subject annexations at 3450 Sunrise Boulevard, along with the associated Future Land Use designation of RL and the Zoning designation of R-1.

ALTERNATIVES:

Disapprove

RESPONSIBLE STAFF:

Jennifer Hofmeister-Drew, AICP, LCAM

COORDINATED WITH:

Technical Review Committee
City Clerk
City Attorney

Fiscal Impact

Budgeted Y/N:	n/a
Fiscal Year:	n/a
Account:	n/a
Amount:	n/a

OTHER INFORMATION:

n/a

Attachments

22-010
staff presentation
staff report and supporting documentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/28/2022 03:55 PM

Form Started By: Jennifer Hofmeister
Started On: 01/11/2022 06:53 PM
Final Approval Date: 02/28/2022

ORDINANCE NO. 22-010

AN ORDINANCE AMENDING ORDINANCE 21-137, RECORDED IN OFFICIAL RECORDS BOOK 4733, PAGES 2465-2471, AND EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3450 SUNRISE BLVD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may apply to the governing body of said municipality to have said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce though a Fort Pierce Utilities Authority Annexation Agreement, as depicted on Exhibit “C;” and

WHEREAS, the application bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the Grantor identified in each Fort Pierce Utilities Authority Annexation Agreement represents themselves, their heirs, successors, and assigns in regards to the subject property and also waives any and all objection to annexation of the property; and

WHEREAS, the City of Fort Pierce Planning Board, at their September 13, 2021, meeting, voted 6 to 0 to recommend approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office by October 15, 2021, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Chapter 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the

St. Lucie County Board of County Commissioners by November 5, 2021, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

WHEREAS, Ordinance No. 22-010 corrects scrivener's errors in Ordinance No. 21-137, which is recorded in Official Records Book 4733, Pages 2465-2471;

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A," attached hereto and incorporated herein; and annexed into the City:

Parcel ID: 2428-702-0044-000-5

SUNRISE HOMESITES S/D BLK 3 LOT 3 (0.24 AC) (OR 875-763)

Said property containing 0.24 acres, more or less, and being generally located at 3450 Sunrise Blvd in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2023, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That upon this ordinance becoming effective, the land herein described in Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned R-1, Residential Single Family Low Density, and assigned a Future Land Use Designation of RL, Low Density Residential, as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Chapter 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Chapter 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya M. Earley
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 22-010 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, February 20, 2022, and Sunday, March 7, 2022; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on February 22, 2022; and was duly introduced, read by title only, and passed on second and final reading March 21, 2022, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 21st day of March, 2022.

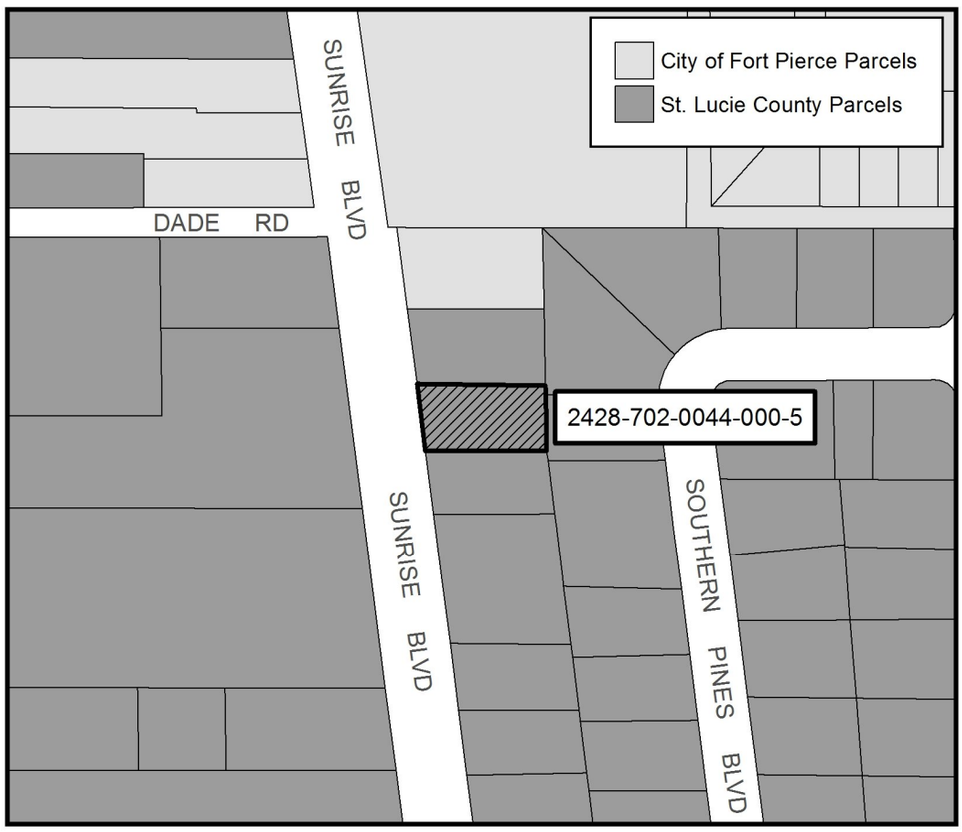
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

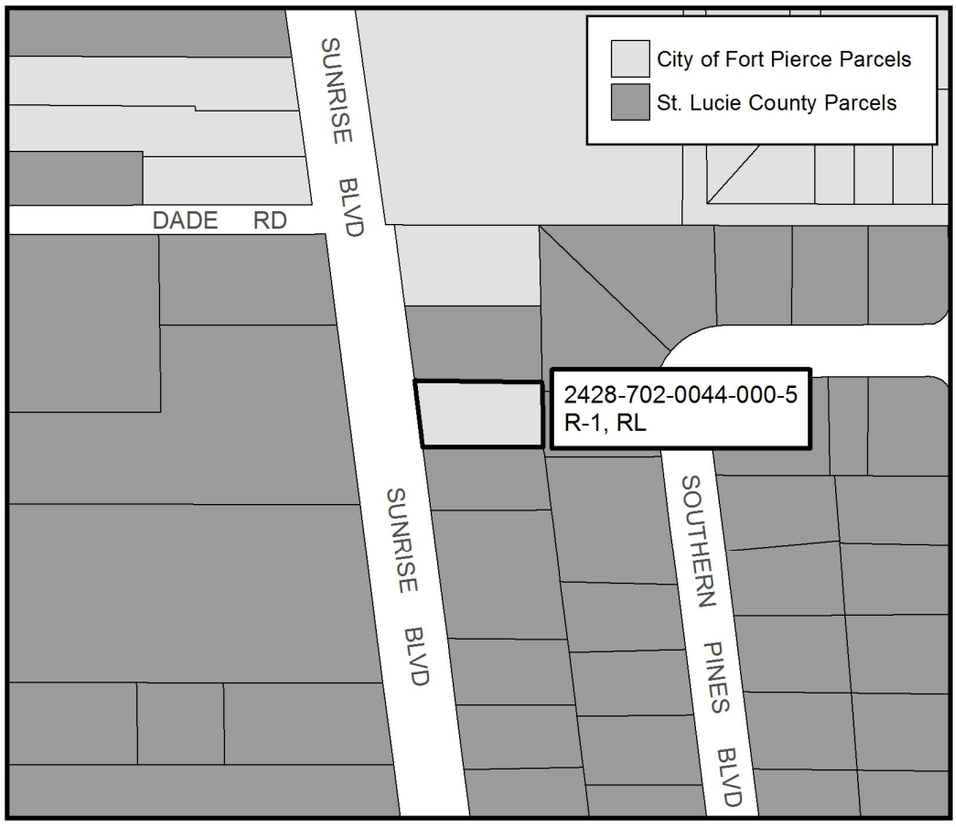
EXHIBIT A
Annexed Area & Legal Description



SUNRISE HOMESITES S/D BLK 3 LOT 3 (0.24 AC) (OR 875-763)

EXHIBIT B

Zoning & Future Land Use Designation Assignment



The property to be annexed is currently zoned RS-4, Residential Single Family (4 dwelling units per acre) with a Future Land Use of RU, Residential Urban (5 dwelling units per acre). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of R-1, Single Family Low Density and have a Future Land Use Designation of RL, Low Density Residential.

EXHIBIT C
Fort Pierce Utilities Authority Annexation Agreement

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3927461 OR BOOK 3606 PAGE 555, Recorded 02/24/2014 at 08:58 AM

RETURN TO: R.N. KOBLEGARD, III, ESQ., COURTHOUSE BOX This instrument prepared by: **R. N. Koblegard, III, Esquire** **200 S. Indian River Drive, Suite 201** **Fort Pierce, FL 34950** Property Appraisers Parcel Identification (Folio) Number(s): 2428-702-0044-000-5	**ANNEXATION AGREEMENT** **INDIVIDUAL**
To: WATER/WASTEWATER ENGINEERING FORT PIERCE UTILITIES AUTHORITY POST OFFICE BOX 3191 FORT PIERCE, FLORIDA 34948-3191	3450 SUNRISE BOULEVARD, FORT PEIRCE, FLORIDA 34982 Location Address 3450 SUNRISE BOULEVARD, FORT PIERCE, FLORIDA 34982 Mailing Address (if different from location address)

Dear Sir:

The undersigned does hereby apply to Fort Pierce Utilities Authority for water service and/or sewer service outside the City limits of the City of Fort Pierce, Florida to the following-described property which I own, to wit:

Lot 3, Block 3, SUNRISE HOMESITES SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 13, Page 14, Public records of St. Lucie County, Florida.

THE ABOVE-DESCRIBED PROPERTY IS THE HOMESTEAD OF THE GRANTOR.

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property either becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, is subject to a Chapter 171 interlocal service boundary agreement where contiguity has been waived by the County, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, I hereunto set my hand and seal this 10TH day of FEB., 2014.

Signed, sealed and delivered in our presence as witnesses:

Witness Signature

Rosalie Lavertu
Printed Witness Signature

Witness Signature

Amy Shevlin
Printed Witness Signature

Vanessa E. Tillman
Signature
Vanessa E. Tillman, a single adult
Printed Signature
3450 Sunrise Boulevard
Address
Fort Pierce, Florida 34982
City, State, Zip

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Vanessa E. Tillman, a single adult**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, that I relied upon the following form of identification of the above-named person: Driver's License; and that an oath was not taken.

RUBBER STAMP NOTARY SEAL ROSALIE LAVERTU Commission # EE 218440 Expires July 22, 2016 Bonded Thru Troy Fain Insurance 800-385-7019	Witness my hand and official Seal in the County and State last aforesaid this 10TH day of FEB., A.D. 2014. Notary Signature Rosalie Lavertu Notary Printed Signature

C:\Users\Welcome\Desktop\Forms\Annexation Agreement - Individual.docx Revised 7/9/04 per atty.

Fort Pierce Utilities Authority Annexation Agreement

OR BOOK 4290 PAGE 2

In Witness Whereof, I hereunto set my hand and seal this 7th day of February, ~~2018.~~ 2019.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature
Rachel Ragan
Printed Witness Signature

Witness Signature
Tanya Rios
Printed Witness Signature

Witness Signature
Rachel Ragan
Printed Witness Signature

Witness Signature
Tanya Rios
Printed Witness Signature

Witness Signature
Rachel Ragan
Printed Witness Signature

Witness Signature
Tanya Rios
Printed Witness Signature

Victor L. Bell
Signature- Victor Bell, a married man

VICTOR L. BELL
Printed Signature

3420 Sunrise Blvd., Ft. Pierce, Florida 34982
Address

Jerline Bell
Signature: Jerline Bell, His Wife

Jerline Bell
Printed Signature

3420 Sunrise Blvd., Ft. Pierce, Florida 34982
Address

Terri L Holly
Signature: Terri Holly, a single woman

Terri L Holly
Printed Signature

1723A Mariners Cove Blvd., Ft. Pierce, Florida 34950
Address

STATE OF Florida.
COUNTY OF St. Lucie

I hereby certify that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Victor and Jerline Bell, husband and wife and Terry Holly, a single woman, in whose names the foregoing instrument was executed, and that they severally acknowledged executing the same freely and voluntarily, and that I relied upon the following form of identification of the above-named person: Driver's License, and that an oath was not taken.

RUBBER STAMP NOTARY SEAL

Notary Public State of Florida
Tanya Rios
My Commission GG 158853
Expires 11/08/2021

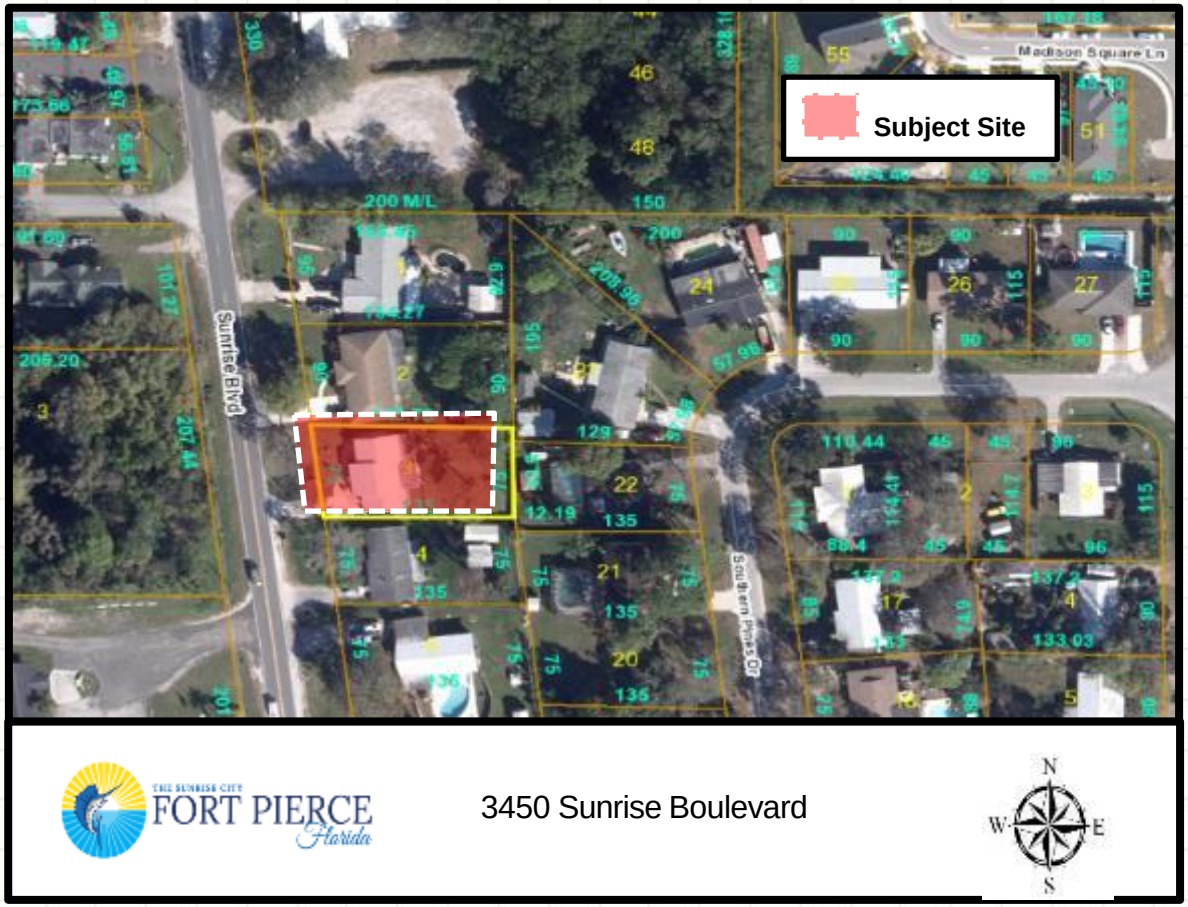
Witness my hand and official Seal in the County and State last aforesaid this 7th day of February A.D. 2019.

Tanya
Notary Signature

Voluntary Annexation to the City of Fort Pierce Ordinance No. 21-037

City Commission Regular Meeting
March 7, 2022

Annexation
Ordinance No. 21-037
3450 Sunrise Boulevard



Voluntary Annexations

Voluntary annexations require, per Section 171.044, F.S.

Contiguous to a municipality

- Continuous means coterminous with a part of the boundary of the municipality
- Can be separated by publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory to be annexed

Reasonably compact

- Compactness means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns

Petition bears the signatures of all owners of property in the area proposed to be annexed

- Fort Piece Utility Authority (FPUA) signed agreement states that owner, heirs, successors, and assigns approve annexation and waive any objection to the annexation once property becomes contiguous to City limits

Ordinance adopted under this section follows due process and notice

Voluntary Annexations

Certified notices to St. Lucie County (10/7/21)

- Interlocal Agreement requires notification to St. Lucie County at least 30 days prior to 1st Reading of Annexation Ordinance
- No required notification to property owner prior to Annexation Ordinance reading

Planning Board review

- Recommended Approval on September 13, 2021

Two (2) publications of Annexation Ordinance with map (11/5/2021 and 11/26/2021)

Two (2) readings of Annexation Ordinance with 72-hour notice (11/15/2021 and 12/6/2021)

Annexation Ordinance filed with the Clerk of the Circuit Court & chief administrative officer of the County & with Department of State within 7 days

Certified Courtesy notices to all current property owners (12/6/2021)

- No required notification per State Statute or Code of Ordinances

Background of Subject Annexation

Planning Board
The City of Fort Pierce Planning Board, at their September 13, 2021, meeting, voted 6 to 0 to recommend Approval of the annexation.

City Commission Consideration
On December 6, 2021, the City Commission approved the subject voluntary annexation as a part of a group of voluntary annexations.

Subject application before the City Commission
To correct a Scrivener's Error.

FPUA Agreement

I hereby agree that in consideration of my request for water service and/or sewer service to my property, that if my property becomes contiguous to the City limits of the City of Fort Pierce, Florida, as such term is defined in the Laws of Florida, or may otherwise be lawfully annexed, that this application shall be considered as an application for the annexation of my property (above-described) into the City of Fort Pierce, Florida. I do also hereby for myself, my heirs, successors and assigns approve the annexation of my property into the City of Fort Pierce, Florida and consent thereto in the event that it, or any area including it, is proposed for annexation by election or otherwise. I waive any and all objections to annexation of the property and agree that this Agreement shall be construed to satisfy any requirements of law for consent to, or approval of, such annexation now or hereafter required.

I further confirm that this Agreement shall be binding upon my heirs, successors or assigns and that this document may be recorded in the Public Records of St. Lucie County, Florida for the purpose of serving as notice to all persons or entities.

In Witness Whereof, the GRANTOR has caused these presents to be executed in its name, by its proper member thereunto duly authorized this 29th day of April, 2007.

ORANGE AVENUE STORAGE, LLC, a Florida Limited Liability Company

GRANTOR

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

Witness Signature

Kelly Boyd

Printed Witness Signature

Witness Signature

Jan Emerson

Printed Witness Signature

MANAGING MEMBER (Signature)

Robert K. Wood

Printed Signature

116 Gulfstream Road

Address

Palm Beach, FL 33480-4708

City, State, Zip

STATE OF ~~FLORIDA~~ KENTUCKY

COUNTY OF FAYETTE

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Nicholas Mimms, P.E., ICMA-CM, City Manager
FROM:	Jennifer Hofmeister-Drew, AICP, LCAM, Planning Director
RE:	**Applications for Voluntary Annexation** **3450 Sunrise Boulevard**
MEETING DATE:	March 7, 2022

STAFF REPORT

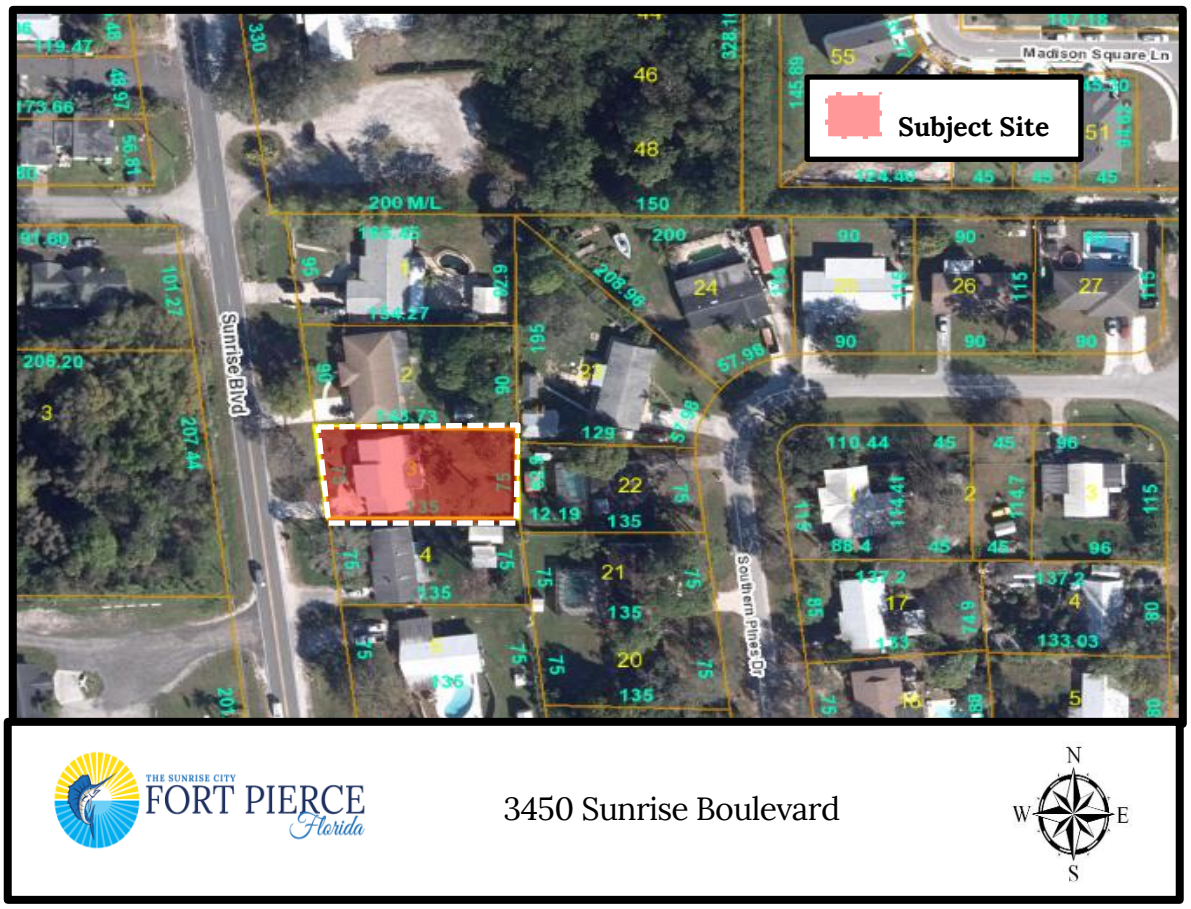
Property Owners/	Vanessa E. Tillman 3450 Sunrise Boulevard Fort Pierce, FL 34982
Requested Action:	Approval of a Voluntary Application for Annexation
Site Locations:	3450 Sunrise Boulevard in Fort Pierce, Florida
Parcel IDs:	2428-702-0044-000-5
Parcel Sizes:	0.24 acres
Current Future Land Use:	Residential Urban 5 du/ac (RU) (SLC)
Current Zoning:	Residential Single Family, 4 Dwelling Units/Acre (RS-4) (SLC)
Proposed Future Land Use:	Single Family Low Density (R-1) (FP)
Proposed Zoning:	Low Density Residential (RL) (FP)
Utilities:	FPUA

	North	East	South	West
Surrounding FLU:	RL (FP) / RU (SLC)	RU (SLC)	RU (SLC)	RU (SLC)
Surrounding Zoning:	R-1 (FP) / RS-4 (SLC)	RS-4 (SLC)	RS-4 (SLC)	AR-1 (SLC)

Staff Analysis:

Request

The subject application is a voluntary annexation a parcel located at 3450 Sunrise Boulevard in Fort Pierce, Florida. The parcel ID is 2428-702-0044-000-5.



The subject property has a St. Lucie County Future Land Use designation of Residential Urban 5 du/ac (RU) and a zoning designation of Residential Single Family, 4 Dwelling Units/Acre (RS-4). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Low Density Residential (RL), with a compatible zoning classification of Low Density Residential (R-1).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the properties are contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of an enclave.

Should the Application for Annexation be approved, the property could create a new source of ad-valorem tax revenue annually to the City of Fort depending on the millage rate per year, which presently is 6.9000. Currently, a single-family home is existing on the property.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objective and Policy:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The properties are within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The subject parcel abuts properties to the north that are within the City limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning remain consistent with the current County designations of RU and RS-4, respectively, and the City's

Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of RL and R-1, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office by October 15, 2021, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittal and has no objection regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, Planning Staff recommends approval of the subject annexation at 3450 Sunrise Boulevard, along with the associated Future Land Use designation of RL and the Zoning designation of R-1.

Planning Board

The City of Fort Pierce Planning Board, at their September 13, 2021, meeting, voted 6 to 0 to recommend Approval of the annexation.

City Commission Consideration

On December 6, 2021, the City Commission approved the subject voluntary annexation as a part of a group of voluntary annexations. The subject application is to correct Scrivener's Errors.

Timestamp
2/21/2022 15:32:26

Final Publication Date
3/4/2022

Ad Number
GCI0834480

Publication
St Lucie News Tribune

Market
Treasure Coast

Delivery Method
Email

Number of Affidavits Needed
1

Customer Name
City Of Fort Pierce Legals

Customer Phone Number
(772) 460-2200

Customer Address
Po Box 1480
Fort Pierce, FL 34954-1480

Account Number (If Known)
463454

Customer Email
lcox@cityoffortpierce.com

Your Name
Marita Froimson

Email Address
mfroimson@gannett.com

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480
FORT PIERCE, FL 34954
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

2/25/2022; 3/4/2022

Subscribed and sworn to before on the 4th of March, 2022

Notary, State of WI, County of Brown
My commission expires: 5.15.23

Publication Cost: $630.00
Ad No: GCI0834480
Customer No: 463454
PO#: PUBLIC NOTICE

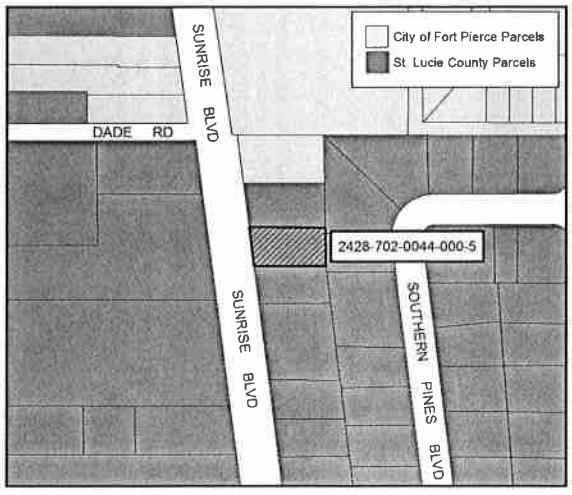
NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 7, 2022, at 6:00 pm, and Monday, March 21, 2022, at 4:30 pm hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. # 1, Fort Pierce, Florida; said ordinance is entitled:

ORDINANCE NO. 22-010

AN ORDINANCE AMENDING ORDINANCE 21-137, RECORDED AT BOOK 4733, PAGES 2465-2471, AND EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **3450 SUNRISE BLVD IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2023; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Consistent with Section 171.044, Florida Statutes, said proposed ordinance, legal description, and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox
City Clerk
Publish: 2-25-2022 and 3-4-2022

TR-GCI0834480-01

City Commission Regular Meeting - 6:00 pm **12. c.**

Meeting Date: 03/07/2022

Re: Resolution 22-R11 Designating Green Reuse Area

Submitted For: Shyanne Harnage, Economic Development Manager, City Manager

SUBJECT:

Public Hearing - Resolution No. 22-R11 designating the property at 100 Blue Sky Circle, Fort Pierce, Florida 34947, identified by Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1, as a Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes. FIRST READING

SUMMARY:

The City of Fort Pierce has received a request from The Goldstein Environmental Law Firm, P.A., on behalf of Blue McNeil One, LLC and Blue McNeil Two, LLC (together, “Blue McNeil”) for the designation of the property located at 100 Blue Sky Circle, Fort Pierce, the “Blue Sky Landing Green Reuse Area” pursuant to Chapter 376.80(2)(c), Florida Statutes.

Blue McNeil is requesting the designation due to the presence of contamination that exists on the property arising out of its historical agricultural use from at least the 1940s until the 1980s. Agricultural use of property is associated with the application of chemical pesticides, herbicides, and fertilizers which can accumulate in soil over time resulting in localized soil or groundwater impacts. According to the request packet, the presence of contamination has complicated redevelopment for Blue McNeil by increasing the potential exposure to environmental and regulatory liability if actual contamination is discovered as redevelopment progresses. The applicant indicates the designation has become a key part of the project’s ultimate viability by enabling Blue McNeil to access certain state-based regulatory and economic incentives to mitigate and manage the risk and expense associated with the property’s historical use and the necessary response, if required. It is also key to furthering the sustainable reuse of this property in a growing area of Fort Pierce. When fully redeveloped as a two-phase affordable multifamily residential rental community, the property will contain 164 units in four buildings with a standalone clubhouse and community amenities will include on-site laundry, a pool, and a fitness center. The applicant states that the completed project will be built at a cost of approximately $42.2 million for both phases.

In their request, the applicant has addressed the statutory criterial in 376.80(2)(c), and concludes the subject property meets the definition of a “brownfield site” and satisfies the five statutory criteria for designation.

As required by 376.80, Florida Statutes, adoption of a Resolution designating a brownfield area requires two public hearings.

RECOMMENDATION:

Staff finds that the applicant has demonstrated this site/project meets the 5 statutory criteria for designation as a Brownfield site as set forth in Section 376.80(2)(c), Florida Statutes, and as such, recommends approval of the first reading of Resolution No. 22-R11.

ALTERNATIVES:

Amend or deny Resolution No. 22-R11.

RESPONSIBLE STAFF:

Shyanne Harnage, Economic Development Manager

COORDINATED WITH:

City Manager
City Attorney's Office
City Clerk

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution 22-R11

Green Reuse Area Designation Request Package - Blue McNeil One, LLC and Blue McNeil Two, LLC

Public Notice

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/28/2022 03:56 PM
City Manager	Nick Mimms	02/28/2022 03:56 PM
Form Started By: Shyanne Harnage		Started On: 02/22/2022 09:26 AM
Final Approval Date: 02/28/2022		

RESOLUTION NO. 22-R11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **DESIGNATING THE REAL PROPERTY LOCATED AT 100 BLUE SKY CIRCLE, FORT PIERCE, FLORIDA, PARCEL ID NUMBERS 2419-211-0004-000-8 AND 2419-211-0004-010-1, THE BLUE SKY LANDING GREEN REUSE AREA** PURSUANT TO THE FLORIDA BROWNFIELDS REDEVELOPMENT ACT FOR THE PURPOSE OF REMEDIATION, REHABILITATION, AND REDEVELOPMENT; PROVIDING FOR NOTICE TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided, in Sections 376.77 through 376.85, Florida Statutes, of the Brownfields Redevelopment Act, for the designation of a "Brownfield Area" by resolution at the request of a person who owns or controls one or more parcels to provide for their remediation, rehabilitation, and redevelopment; and

WHEREAS, St. Lucie County, Florida is the owner of the property located at 100 Blue Sky Circle, Fort Pierce, Florida, identified by Parcel ID numbers 2419-211-0004-000-8 and 2419-211-0004-010-1 (hereinafter the “Property”), as shown in the attached and incorporated Exhibit “A”, and has entered into a Ground Lease regarding Parcel ID 2419-211-0004-000-8 and a Purchase and Sale Agreement regarding Parcel ID 2419-211-0004-010-1 with Blue McNeil One, LLC and Blue McNeil Two, LLC (hereinafter the “Developers”), respectively, to develop a new affordable housing development on the Property; and

WHEREAS, the Developers have requested the City of Fort Pierce (hereinafter the “City”) designate the Property the “Blue Sky Landing Green Reuse Area” pursuant to Section 376.80(2)(c), Florida Statutes; and

WHEREAS, St. Lucie County, Florida, as the owner of the Property, has asserted the Developers have control of the Property, are authorized to obtain designation under Section 376.80(2)(c), Florida Statutes, and consents to said designation; and

WHEREAS, the City Commission has reviewed the criteria set forth in Section 376.80(2)(c), Florida Statutes, and has determined the applicant has established the following:

1. The Developers, who own or controls the Property, are requesting the designation and have agreed to rehabilitate and redevelop the Property pursuant to Section 376.80, Florida Statutes.

2. The rehabilitation and redevelopment of the Property will result in economic productivity of the area and will provide affordable housing as defined in Section 420.0004, Florida Statutes.

3. The redevelopment of the Property is consistent with the City’s comprehensive plan and is a permitted use under the City’s land development regulations.

4. Notice of the proposed rehabilitation of the Property has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to Section 376.80(2)(c), Florida Statutes, and the Developers have afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice of the proposed rehabilitation of the Property has been posted in the affected area.

5. The Developers have provided reasonable assurances they have sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the Property.

WHEREAS, the City of Fort Pierce wishes to notify the Florida Department of Environmental Protection of this Resolution designating the Property as the Blue Sky Green Use Area pursuant to Sections 376.77 through 376.85, Florida Statutes, to further its rehabilitation and redevelopment; and

WHEREAS, the applicable procedures set forth in Sections 376.80 and 166.041, Florida Statutes, have been followed and proper notice has been provided; and

WHEREAS, such designation shall not render the City of Fort Pierce liable for costs of site development or remediation, including site rehabilitation and source removal, as those terms are defined in Sections 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Fort Pierce, Florida:

SECTION 1. That the recitals and findings set forth in the Preamble to this Resolution are hereby adopted as true and correct by reference thereto and incorporated herein as if fully set forth in this Section.

SECTION 2. That the City Commission finds that the Developers have satisfied the criteria set forth in Section 376.80(2)(c), Florida Statutes, of the Brownfields Redevelopment Act.

SECTION 3. That the City Commission designates the Property depicted on the attached Exhibit “A” and identified by Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1 as the Blue Sky Landing Green Reuse Area for purposes of and pursuant to Sections 376.77 through 376.85, Florida Statutes, of the Brownfields Redevelopment Act.

SECTION 4. That the City Manager, or his designee, is hereby authorized to notify the Florida Department of Environmental Protection of the City Commission’s Resolution designating the Property as the Blue Sky Landing Green Reuse Area for purposes of and pursuant to Sections 376.77 through 376.85, Florida Statutes, of the Brownfields Redevelopment Act.

SECTION 5. The Developers are hereby responsible for the site rehabilitation of the Property, all costs associated with such, and will comply with all requirements of Sections 376.77 through 376.85, Florida Statutes, of the Brownfields Redevelopment Act.

SECTION 7. This Resolution shall become effective immediately upon final adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of March 2022.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK

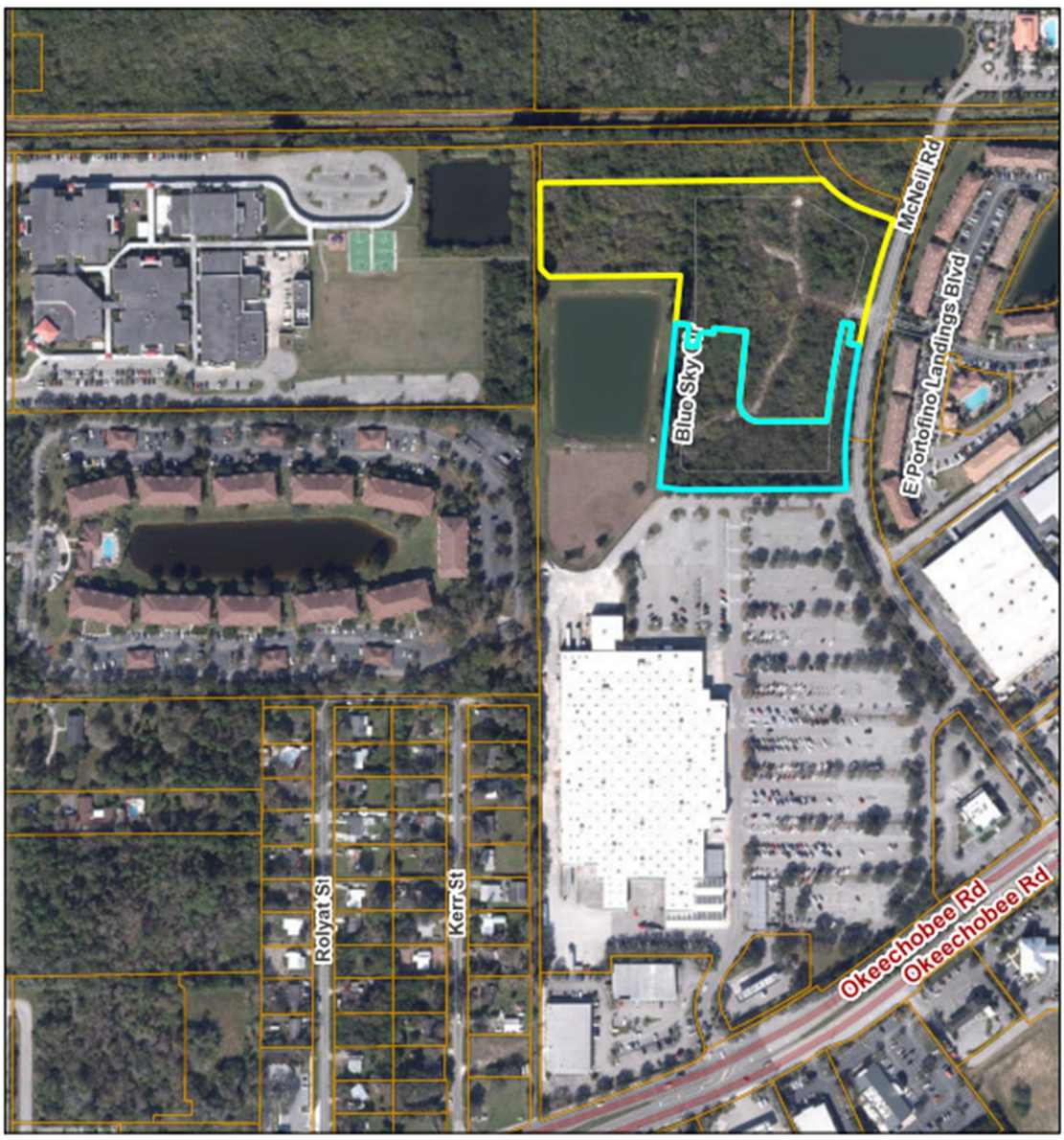
(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Tanya M. Earley, Esq.
CITY ATTORNEY

EXHIBIT "A"

Saint Lucie County Property Appraiser



February 3, 2022

2419-211-0004-000-8
2419-211-0004-010-1

1:4,514

0 187.5 375 750 ft
0 55 110 220 m

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

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

Michael R. Goldstein, Esq.
Direct Dial: (305) 777-1682
Email: mgoldstein@goldsteinenvlaw.com

December 10, 2021

Via Email Only

Mr. Nicholas C. Mimms, P.E., ICMA-CM, City Manager
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Request for Designation of the Property Located at 100 Blue Sky Circle, Fort Pierce, Florida 34947, Identified by Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1, as a Green Reuse Area Pursuant to § 376.80(2)(c), Florida Statutes

Dear Mr. Mimms:

On behalf of Blue McNeil One, LLC and Blue McNeil Two, LLC (together, "Blue McNeil") we are pleased to submit this Request for Designation of the property located at 100 Blue Sky Circle, Fort Pierce, Florida 34947, occupying the parcels with Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1 (the "Subject Property"), as a Green Reuse Area pursuant to Chapter 376.80(2)(c), Florida Statutes. When fully redeveloped as a two-phase affordable multifamily residential rental community, the Subject Property will contain 164 units in four buildings with a standalone clubhouse and community amenities will include on-site laundry, a pool, and a fitness center (the "Project"). The completed Project will be built at a cost of approximately $42.2 million for both phases. The site plan and property cards depicting the location of the Subject Property are enclosed herein at Exhibit A.

Blue McNeil is requesting the designation due to the presence of contamination that exists on the Subject Property arising out of its historical agricultural use from at least the 1940s until the 1980s. Agricultural use of property is associated with the application of chemical pesticides, herbicides, and fertilizers which can accumulate in soil over time resulting in localized soil or groundwater impacts. This presence of contamination has complicated redevelopment for Blue McNeil by increasing the

potential exposure to environmental and regulatory liability if actual contamination is discovered as redevelopment progresses. The designation has thus become a key part of the Project's ultimate viability by enabling Blue McNeil to access certain state-based regulatory and economic incentives to mitigate and manage the risk and expense associated with the Subject Property's historical use and the necessary response, if required. It is also key to furthering the sustainable reuse of this property in a growing area of Fort Pierce.

In considering a request for this type of designation, a local government must evaluate and apply the criteria set forth in Chapter 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit B, Blue McNeil meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff recommend approval. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

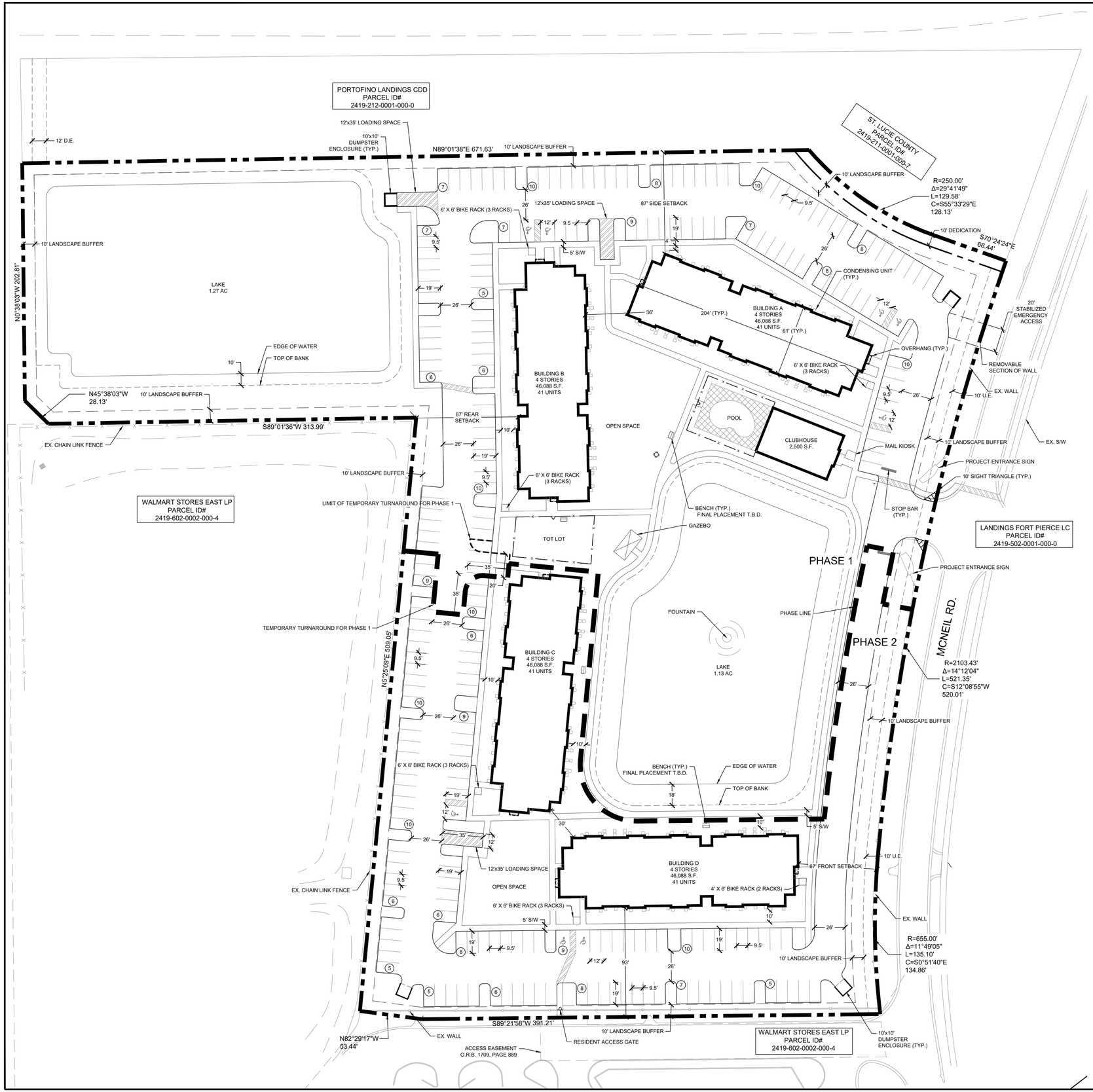
Michael R. Goldstein

Michael R. Goldstein
/mrg

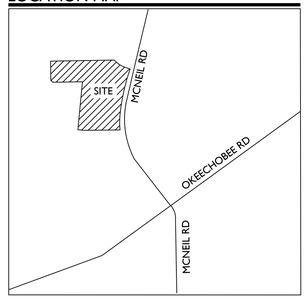
Enclosures

cc: Blue McNeil One, LLC
Blue McNeil Two, LLC

Exhibit A



LOCATION MAP



SITE DATA

NAME OF DEVELOPMENT	BLUE SKY LANDING
GROSS SITE AREA	9.186 AC
PHASE 1	6.45 AC
PHASE 2	2.73 AC
EXISTING ZONING	R-5, HIGH DENSITY RESIDENTIAL
BUILDING COVERAGE	48,528 S.F.
FAR	0.12
PROPOSED HEIGHT	4 STORY
PROPOSED UNITS	164 UNITS
PROPOSED DENSITY	17.83 DU/AC
PARKING REQUIRED	246 SP.
PHASE ONE PARKING REQUIRED (82 UNITS)	123 SP.
PHASE TWO PARKING REQUIRED (82 UNITS)	123 SP.
ADA REQUIRED	7 SP.
PARKING PROVIDED	246 SP.
PHASE ONE PARKING PROVIDED	123 SP.
PHASE TWO PARKING PROVIDED	123 SP.
ADA PROVIDED	8 SP.
LOADING REQUIRED	3 SP.
PHASE ONE LOADING REQUIRED	2 SP.
PHASE TWO LOADING REQUIRED	1 SP.
LOADING PROVIDED	3 SP.
PHASE ONE LOADING PROVIDED	2 SP.
PHASE TWO LOADING PROVIED	1 SP.
BIKE RACKS REQUIRED	17 SP.
PHASE ONE BIKE RACKS REQUIRED	9 SP.
PHASE TWO BIKE RACKS REQUIRED	8 SP.
BIKE RACKS PROVIDED	17 SP.
PHASE ONE BIKE RACKS PROVIDED	9 SP.
PHASE TWO BIKE RACKS PROVIDED	8 SP.
OPEN SPACE REQUIRED	1.84 AC 80,028 S.F. (20%)
OPEN SPACE PROVIDED	2.22 AC 96,558 S.F. (24%)
TOTAL LAKE AREA PROVIDED	2.40 AC (26%)

NOTES:
1. ALL SITE LIGHTING TO BE PROVIDED IN ACCORDANCE WITH LIGHTING STANDARDS AND REQUIREMENTS FOR CITY OF FORT PIERCE.

2. ALL IMPROVEMENTS SHOWN IN PHASE 2 ARE FUTURE IMPROVEMENTS TO BE COMPLETED WITH THAT PHASE.

PROPERTY DEVELOPMENT REGULATIONS

PROPERTY DEVELOPMENT REGULATIONS (FLU: RH ZONING: R-5)								
	LOT DIMENSIONS		MAX HT.	BLDG. COV.	SETBACKS			
	WIDTH & FRONTAGE	DEPTH			FRONT	SIDE	CORNER	REAR
REQUIRED	60'	80'	200'	50% MAX.	25'	10'	15'	20'
PROPOSED	650'	448.67'	50'	12.0%	67'	87'	N/A	87'

LEGEND

AC. = ACRES
BBL = BASE BUILDING LINE
CL = CENTERLINE
D.E. = DRAINAGE EASEMENT
D.U. = DWELLING UNITS
ESMT. = EASEMENT
EX. = EXISTING
FLU = FUTURE LAND USE
L.A.E. = LIMITED ACCESS EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE
R = RADIUS
R.O.W. = RIGHT-OF-WAY
S = CAR SHARE STATION PARKING
S.B. = SETBACK
S.F. = SQUARE FEET
S/W = SIDEWALK
T.B.D. = TO BE DETERMINED
TYP = TYPICAL
U.E. = UTILITY EASEMENT

N

0 20 40 80
SCALE: 1" = 40'

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	BY
1	05-29-2020	INITIAL SUBMITTAL	CB
2	07-02-2020	REVISIONS PER COMMENTS	
3	07-17-2020	REVISIONS PER COMMENTS	
4	07-23-2020	REVISIONS PER COMMENTS	
5	07-24-2020	REVISIONS PER COMMENTS	

REVISIONS

CAD	JOB NO.	DRAWN BY	CHECK BY	DATE
3.00	5793.00	CB	JP	05-27-2020

BLUE SKY LANDING
CITY OF FORT PIERCE, FL
SITE PLAN

SHEET:
SP-1

Christian Bryant C:\zworks\engr\christian.bryant\ACCDocs\5793\00\SITE-REDS.dwg — Plotted: 8/6/2020 3:39:45 PM Saved: 7/27/2020 8:32:31 PM

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 100 Blue Sky CIR
Sec/Town/Range: 19/35S/40E
Parcel ID: 2419-211-0004-000-8
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 174088
Map ID: 24/19N
Zoning: General Co

Ownership

St Lucie County

2300 Virginia AVE
Fort Pierce, FL 34982-5632



Legal Description

19 35 40 COMMENCE AT THE MOST ELY NE COR ACCORDING TO PLAT WALMART OF FORT PIERCE PB 36-12. SAID NE COR BEING A POINT ON A CIR CURVE CONCAVE ELY WITH A RADIUS OF 655 FT, A RADIAL LINE TO SAID POINT BEARS S 83-13-48 W FROM THE CENTER OF SAID CURVE; TH NLY ALG ARC OF SAID CURVE TO THE RIGHT HAVING A CA OF 11-49-05, DISTANCE OF 135.10 FT TO A COMPOUND CURVE WITH CIRCULAR CURVE CONCAVE ELY, HAVING A RADIUS OF 2103.43 FT; TH NLY ALG ARC TO THE RIGHT HAVING A CA OF 05-48-00 212.93 FT TO POB: TH NLY ALG ARC HAVING RADIUS OF 2103.43 FT, CA OF 08-24-04 308.42 FT; TH N 70-24-24 W 66.44 FT TO POINT OF CURVATURE OF CIRCULAR CURVE NELY, HAVING A RADIUS OF 250 FT; TH NWLY ALG ARC TO THE RIGHT HAVING A CA OF 29-41-49 129.58 FT TO A POINT; TH S 89-01-38 W 671.63 FT TO INT WITH A LINE BEING AN ELY LINE OF PB 36-12 AND NEXT 4 COURSES BEING COINCIDENT WITH SAID PLAT; TH S 00-38-03 E 202.81 FT; S 45-38-03 E 28.13 FT; N89-01-36 E 313.99 FT; S 05-25-09 W 114.37 FT; TH S 84-34-51 E 29.67; TH S 05-25-09 W 49.29; TH S 84-34-51 E 26.00; N 05-25-09 E 20 FT TO POINT OF CURVATURE; TH NLY ALG CURVE 23.56 FT HAVING A CA OF 90-00-00 AND RADIUS OF 15 FT TO POINT OF TANGENCEY; TH S 84-34-51 E 19.83 FT; TH N 05-25-09 E 12 FT; TH S 84-34-51 E 76.50 FT; TH S 05-25-09 W 161 FT TO A POINT OF CURVATURE; TH ALG ARC 80.47 FT HAVING A CA OF 96-03-11 AND RADIUS OF 48 FT TO POINT OF TANGENCEY; TH N 89-21-58 E 159.94 FT TO A POINT OF CURVATURE; TH NLY ALG ARC 236.37 FT HAVING A CA OF 06-17-35, A RADIUS OF 2152 FT AND RADIAL LINE THAT BEARS N 84-13-13 W; TH S 79-09-07 E 22.58 FT; TH S 10-50-53 W 46 FT; TH S 79-09-07 E 25.50 FT TO POB. (6.47 AC / 281722 SQFT)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	6.47
Land Size (SF):	281,722

Current Values

Just/Market Value:	$493,000
Assessed Value:	$493,000
Exemptions:	$493,000
Taxable Value:	$0

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Property taxes are subject to change upon change of ownership.

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

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 27, 2017	4217 / 2629	0111	TD	Board of County Commissioners of St Lucie Cty	$0
Jul 28, 2017	4058 / 1727	0111	TD	Prime Homes At Portofino Landings Ltd	$0

Jan 30, 2006	3254 / 1039	XX03	SP	Portofino Landings CDD	$0
Jan 30, 2006	2483 / 1661	XX02	SP	2890 Inc	$5,100,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$493,000
Just/Market:	$493,000
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$493,000
Exemption(s):	$493,000
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2021	2018	8500	St Lucie County	$493,000

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	6.47	North St. Lucie Water Management District	$132.64

Start Year	AssessCode	Units	Description	Amount
2018	4060	0	Portofino Landings CDD	$0.00

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$493,000	$493,000	$493,000	$0
2020	$698,300	$698,300	$698,300	$0
2019	$698,300	$698,300	$698,300	$0
2018	$698,300	$698,300	$698,300	$0

Permits

Number	Issue Date	Description	Amount	Fee
BP21-1786	Oct 1, 2021	Commercial New Construction	$5,516,819	$0
BP21-1787	Oct 1, 2021	Commercial New Construction	$5,516,819	$0
BP21-1788	Oct 1, 2021		$15,000	$0
BP21-1790	Oct 1, 2021		$22,239	$0
BP21-1791	Oct 1, 2021	Fence	$10,000	$0
BP21-1895	Oct 1, 2021	Commercial New Construction	$400,000	$0
BP21-3640	Oct 1, 2021	Site Work	$663,303	$0
BP21-4330	Oct 5, 2021	Site Work	$20,000	$0
bp21-4699	Oct 11, 2021	Fence	$8,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: TBD
Sec/Town/Range: 19/35S/40E
Parcel ID: 2419-211-0004-010-1
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 191683
Map ID: 24/19N
Zoning: General Co

Ownership

St Lucie County

2300 Virginia AVE
Fort Pierce, FL 34982-5632



Legal Description

19 35 40 POB AT THE MOST ELY NE COR ACCORDING TO PLAT WALMART OF FORT PIERCE PB 36-12. SAID NE COR BEING A POINT ON A CIR CURVE CONCAVE ELY WITH A RADIUS OF 655 FT, A RADIAL LINE TO SAID POINT BEARS S 83-13-48 W FROM THE CENTER OF SAID CURVE; TH NLY ALG ARC OF SAID CURVE TO THE RIGHT HAVING A CA OF 11-49-05, DISTANCE OF 135.10 FT TO A COMPOUND CURVE WITH CIRCULAR CURVE CONCAVE ELY, HAVING A RADIUS OF 2103.43 FT; TH NLY ALG ARC TO THE RIGHT HAVING A CA OF 05-48-00 212.93 FT; TH N 79-09-07 W 25.50 FT; TH N 10-50-53 E 46 FT; TH N 79-09-07 W 22.58 FT TO A POINT OF CURVATURE CONCAVE ELY, HAVING A RADIUS OF 2152.00 FT; A RADIAL LINE TO SAID POINT BEARS N 77-55-38 W; TH SLY ALG ARC TO THE LEFT HAVING A CA OF 06-17-35 236.37 FT; TH S 89-21-58 W 159.94 FT 167 FT TO POINT OF CURVATURE; TH 80.47 FT ALF ARC WITH CA OF 96-03-11 AND A RADIUS OF 48 FT TO A POINT OF TANGENCY; TH N05-25-09 E 161 FT; TH N 84-34-51 W 76.50 FT; TH S 05-25-09 W 12 FT; TH N 84-34-51 W 19.83 FT TO A POINT OF CURVATURE; TH WLY ALG ARC 23.56 FT CONCAVE ESLY HAVING A RADIUS OF 15 FT AND A CA OF 90-00-00 TO A POINT OF TANGENCY; THS 05-25-09 W 20 FT; TH N 84-34-51 W 26 FT; TH N 05-25-09 E 49.29 FT; TH N 84-34-51 W 29.67 FT TO INT WITH A LINE BEING AN ELY LINE OF PB 36-12 AND THE NEXT THREE COURSES BEING COINCIDENT WITH SAID PLAT; TH S 05-25-09 W 394.68 FT; TH S 82-29-17 E 53.44 FT; TH N 89-21-58 E 391.21 FT TO POB. (2.67 AC / 116447 SQFT)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.67
Land Size (SF):	116,447

Current Values

Just/Market Value:	$203,800
Assessed Value:	$203,800
Exemptions:	$203,800
Taxable Value:	$0

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	150	160

Sources/links:

Property taxes are subject to change upon change of ownership.

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

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

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 27, 2017	4217 / 2629	0111	TD	Board of County Commissioners of St Lucie Cty	$0

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$203,800
Just/Market:	$203,800
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$203,800
Exemption(s):	$203,800
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2021	2018	8500	St Lucie County	$203,800

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	2.67	North St. Lucie Water Management District	$54.74

Start Year	AssessCode	Units	Description	Amount
2018	4060	0	Portofino Landings CDD	$0.00

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

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2021	$203,800	$203,800	$203,800	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Exhibit B

Green Reuse Area Designation Eligibility Statement

Blue Sky Landing Green Reuse Area

100 Blue Sky Circle, Fort Pierce, Florida 34947

Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1

Blue McNeil One, LLC and Blue McNeil Two, LLC (together, "Blue McNeil") propose to redevelop and rehabilitate land located at 100 Blue Sky Circle, Fort Pierce, Florida 34947, occupying the parcels with Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1 (the "Subject Property"), as a two-phase affordable multifamily residential rental community to be called Blue Sky Landing. The development will consist of 164 units in four buildings with a standalone clubhouse; community amenities will include on-site laundry, a pool, and a fitness center (the "Project"). As demonstrated herein, the Project meets all five of the applicable brownfield area designation criteria set forth at Section 376.80(2)(c), Florida Statutes.[1] In addition, the Subject Property meets the definition of a "brownfield site" pursuant to Section 376.79(4), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that "[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site."

Blue McNeil satisfies this criterion in that it controls the parcel with Parcel ID Number 2419-211-0004-000-8 by virtue of a ground lease with the property owner, St. Lucie County, Florida (the "County") and controls the parcel with Parcel ID Number 2419-211-0004-010-1 by virtue of a Purchase and Sale Agreement with the County.[2] *Blue McNeil further satisfies this criterion in that is has agreed to redevelop and rehabilitate the Subject Property. Accordingly, Blue McNeil meets this first criterion.*

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that "[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks."

Blue McNeil satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment of both Project phases is approximately $42.2 million[3] *which will be spent in part on local labor, contractors, consultants, construction materials, furnishings, and infrastructure improvements. This work will support numerous temporary construction jobs over the period of development and construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.*

---

[1] A copy of § 376.80, Florida Statutes, can be found at Attachment A.

[2] See Ground Lease and Addendum, enclosed at Attachment B and the Purchase and Sale Agreement, as amended, at Attachment C. See also Letter of Consent signed by the County at Attachment D with respect to the parcel with folio number 2419-211-0004-000-8. Please note, the Purchase and Sale Agreement for the parcel with folio number 2419-211-0004-010-1 provides sufficient control for Blue McNeil to satisfy this first criterion, however Blue McNeil requested a similar letter of consent from the County that is currently pending execution by the Board of County Commissioners. Execution is expected in January 2022 at a Board of County Commissioners meeting.

[3] See Sources and Uses Statement for Project Phase I at Attachment E and Sources and Uses Statement for Phase II at Attachment F.

Additionally, the recognized literature regarding the local benefits produced by the development of affordable housing developments shows that this type of development substantially contributes to the economic productivity of an area in the form of stimulation of the local economy by residents and transformation of vacant land into economically productive communities. For example, in The National Association of Home Builders' ("NAHB") landmark study, The Local Economic Impact of Typical Housing Tax Credit Developments,[4] NAHB published models that estimate the local economic benefits of family tax credit developments and elderly tax credit developments. These models capture the effect of the construction activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 affordable residential rental apartments include the following:

- *$7.9 million in local income*
- *122 local jobs*

According to the report, these one-year impacts include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy. Moreover, on a recurring basis, the economic impacts of building 100 affordable residential rental apartments include the following:

- *$2.4 million in local income*
- *30 local jobs*

Extrapolating the NAHB model economic data to the redevelopment planned for the Subject Property, the "year of construction" and "annual recurring" impacts based on 164 units would be as follows:

Economic Productivity for Blue Sky Landing Development – Year of Construction

$13.0 million in local income
200 local jobs

Economic Productivity for Blue Sky Landing Development – Annual Recurring

$3.9 million in local income
49 local jobs

Blue McNeil further satisfies this criterion in that all of the units at the Subject Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit Program, and rehabilitation and redevelopment of the Subject Property will "provide affordable housing as defined in s. 420.0004."[5] Accordingly, the employment creation threshold of at least five new permanent jobs is not applicable to the Project. Notwithstanding this exception to the job creation requirement, Blue McNeil expects to create four full time jobs on property. For all the reasons discussed herein, Blue McNeil meets this second criterion.

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

[4] A complete copy of the NAHB report may be accessed here: https://www.novoco.com/sites/default/files/atoms/files/nahb_jobs-report_2010.pdf.

[5] See summary excerpt from the Florida Housing Finance Corporation's ("FHFC") Credit Underwriting Report for Blue Sky Landing at Attachment G for evidence that the Project will provide affordable housing.

Blue McNeil satisfies this criterion in that the Subject Property is located in a R-5, High Density Residential ("R-5") zoning district and is designated as RH, High Density Residential ("RH") on the City of Fort Pierce's (the "City") future land use map. The R-5 zoning district is designed to encourage the development of multifamily dwellings and allows residential density of up to 15 units per acre.[6] Similarly, the RH land use designation is intended for multifamily residential uses ranging in density from 12 to 18 units per acre.[7] This consistency and permitability is further confirmed by the site plan approval letter issued by the City on September 22, 2020.[8] Accordingly, Blue McNeil meets the third criterion.

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

Blue McNeil satisfies all applicable notice and opportunity to comment requirements established by Florida Statutes § 376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:

(i) notice will be posted at the Subject Property;
(ii) notice will be published in the St. Lucie News Tribune newspaper;
(iii) notice will be published in a local community bulletin; and
(iv) a virtual community meeting will be held, date to be announced, using a video and teleconferencing platform.

All notices will contain substantially the following narrative:

> *Representatives for Blue McNeil One, LLC and Blue McNeil Two, LLC will hold a virtual community meeting, date to be announced, at 5:30 p.m. until not later than 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of land located at 100 Blue Sky Circle, Fort Pierce, Florida 34947, Parcel ID Numbers 2419-211-0004-000-8 and 2419-211-0004-010-1, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfield Redevelopment Act, and will involve two public hearings before Fort Pierce City Commission, dates to be announced.*
>
> *The virtual community meeting, which will also address future development and rehabilitation activities planned for the site, is free and open to all members of the public. Please register at http://bit.ly/BSL or call (305) 640-5300 before the meeting to receive meeting access instructions. For additional information, to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, or to learn the dates of the two public hearings please contact the applicant's representatives, Michael R. Goldstein or Brett C. Brumund, who can be reached by phone at (305) 640-5300, by email at bbrumund@goldsteinenvlaw.com, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.*

Proof of publication or posting, as appropriate, will be provided to the City.

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[6] See § 125-196 of the City of Fort Pierce Code of Ordinances.

[7] See § 1.1.6(A) of the City of Fort Pierce Comprehensive Plan.

[8] See Attachment H.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

The total capital budget of approximately $42.2 million for the Project is fully funded through a combination of debt and equity.[9] Specifically, Phase I of the Project is funded through a $3.8 million first mortgage, an $8 million Community Development Block Grant for Disaster Relief from the U.S. Department of Housing and Urban Development, $9.3 million in Low Income Housing Tax Credit ("LIHTC") equity, and a $249,625 deferred developer fee.[10] Phase II of the Project is funded through a $4.2 million permanent first mortgage, a $469,313 second mortgage, $15.4 million in LIHTC equity, and a $1.0 million deferred developer fee.[11] In addition, Blue McNeil's affiliate, Blue Sky Communities, LLC ("Blue Sky"), is a sophisticated, experienced, and credentialed developer of multifamily affordable housing communities. Blue Sky's principals have more than 30 years of experience developing, financing, and managing affordable housing developments throughout Florida. Blue Sky also has a proven history of procuring funding through state and local housing finance authorities. Based on the current financial position of Blue McNeil, its affiliate, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development officials, Blue McNeil has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. Accordingly, Blue McNeil satisfies this fifth criterion.

II. Subject Property Meets the Definition of Brownfield Site

Section 376.79(4), Florida Statutes, defines "brownfield site" to mean ". . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." The facts here evidence that the Subject Property falls within the definition of the term "brownfield site" in that actual contamination exists on the Subject Property likely due to its historical use as a citrus grove use for over 40 years from at least the 1940s until the 1980s.[12] Specifically, a Phase I Environmental Site Assessment ("ESA") at the Subject Property identified the historical citrus grove use as a Business Environmental Risk and recommended soil sampling to identify the presence of chemical pesticides, herbicides, and fertilizers ("agrochemicals").[13] Citrus groves are known to have historically used agrochemicals containing arsenic, which tend to persist in the environment and do not attenuate over time unless properly treated or removed. Over decades of agricultural use, agrochemicals may accumulate in soil or leach into groundwater causing localized environmental impacts that must be addressed during redevelopment. Blue McNeil subsequently sampled soil on the Subject Property, as recommended in the Phase I ESA, and identified a single soil boring with a concentration of arsenic that exceeds Florida's Soil Cleanup Target Level ("SCTL") for residential use.[14]

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[9] See Sources and Uses Statement at Attachment E and Attachment F.

[10] See summary excerpt from the FHFC Credit Underwriting Report for Blue Sky Landing at Attachment G for a discussion of construction and permanent funding sources secured for the Project.

[11] See preliminary terms for the construction and permanent loan at Attachment I.

[12] See Executive Summary from Blue McNeil's Phase I Environmental Site Assessment ("ESA") at Attachment J; see also Attachment K for a collection of historical aerial photographs taken from 1944 to 1992 showing evidence of the former agricultural use of the Subject Property.

[13] A Business Environmental Risk is defined as, "a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice." See ASTM Standard E1527-13, § 3.2.11, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM International, West Conshohocken, PA, 2013.

[14] See excerpts from the Limited Site Assessment Report prepared following identification of the SCTL exceedance for arsenic at Attachment L.

As a result of the historical use of the Subject Property, there is actual contamination that Blue McNeil must carefully manage during redevelopment at great legal and financial risk. The presence of actual contamination has complicated redevelopment efforts for Blue McNeil by increasing its exposure to environmental and regulatory liability, making it materially more expensive and time consuming to move forward. More specifically, actual contamination at the Subject Property has complicated redevelopment efforts for Blue McNeil by imposing design and construction changes on the Project that would not be required but for the presence of contamination. The continued investigation and remediation of contamination itself adds yet another major level of complexity as it would require close and constant oversight by the Florida Department of Environmental Protection.[15] Remediation of former agricultural sites with levels of contaminants exceeding state cleanup criteria typically requires either excavation and proper disposal of impacted soils or encapsulation using engineering controls such as impervious surfaces or two feet of clean soil to prevent direct exposure. The regulatory process associated with remediation can be lengthy, complicated, uncertain, and without guaranteed end points. Accordingly, Blue McNeil has no assurance that as it moves forward with the Project the total cost of cleanup would not in fact ultimately exceed what is currently projected. Such uncertainty constitutes an *acute* form of redevelopment complexity that goes to the heart of the Florida Brownfields Program and underscores why incentives are so important for sites and projects exactly like this one.

In sum, actual contamination on the Subject Property creates a material level of regulatory, construction, and legal liability risk; complicates redevelopment efforts; and requires significant time and money for environmental, engineering, and legal consultants to property investigate and address. Accordingly, this designation, if granted, will allow for Blue McNeil to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of the City.

Based on all the foregoing, the Subject Property clearly falls within the definition of "brownfield site" as set forth in § 376.79(4), Florida Statutes.

III. Conclusion

Blue McNeil has demonstrated that the Subject Property meets the definition of a "brownfield site" and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as a Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act is appropriate.

[15] If further soil or groundwater contamination is documented once development occurs, one design change that could bring the project to an immediate and expensive halt is the rethinking of how stormwater is managed at the property and how stormwater structures, such as dry detention ponds, swales, and exfiltration trenches are built and operated. FDEP, for example, will not allow stormwater to drain through contaminated soil or into groundwater in a way that spreads an existing groundwater plume. This concern has become so acute that FDEP issued detailed guidance written to address this issue and help overcome the complexity posed by actual and potential contamination impacting redevelopment. The guidance document is enclosed at Attachment M.

Attachment A

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. 125.66(4)(b).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;

3. Whether the area has potential to interest the private sector in participating in rehabilitation; and

4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

(a) Meets all certification and license requirements imposed by law; and

(b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

(a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and

(b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.

2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.

3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.

4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.

2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.

3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.

4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term “brownfield area” within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

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Attachment B

GROUND LEASE C19-08-728

THIS GROUND LEASE (this "Lease"), is made and entered into as of this 13 day of August, 2019 (the "Effective Date"), by and between ST. LUCIE COUNTY, FLORIDA, a political subdivision of the State of Florida, having an address of St. Lucie County Administrator, 2300 Virginia Avenue, Ft. Pierce, Florida 34982 ("Lessor") and BLUE McNEIL ONE, LLC, a Florida limited liability company or its assigns, having an address of 5300 West Cypress Street, Suite 200, Tampa, Florida 33607 ("Lessee") (Lessor and Lessee shall be referred to as the "Parties" and each as a "Party").

W I T N E S S E T H:

WHEREAS, Lessor is the owner of approximately 9.16 +/- acres of real property located in St. Lucie County, Florida (Parcel ID: 2419-211-0004-000-8), which includes the Premises, consisting of approximately four (4) +/- acres, as more particularly depicted and described on Exhibit "A" attached hereto and made a part hereof and as further defined herein (the "Premises"); and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor for the purpose of developing, constructing and operating the Project (as defined herein).

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements as contained herein below, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties, Lessor and Lessee do hereby covenant and agree as follows:

1. Incorporation of Recitals. The parties hereby ratify and confirm the foregoing recitals as being true and correct, and do hereby incorporate said recitals into the body of this Lease.

2. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property located in St. Lucie County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference together with all licenses, rights, improvements, personal property, privileges and easements appurtenant thereto, all of the foregoing being collectively referred to herein as the "Premises".

3. Effective Date. This Lease shall become effective and shall commence on the Effective Date, provided, however, possession of the Premises shall not be turned over to Lessee until the Closing Date (as hereinafter defined).

4. Term. The term (the "Term") of this Lease shall be for a period commencing on the Effective Date and ending on the last day of the month during which the 50th anniversary of the Closing Date occurs, subject to earlier termination as provided herein.

5. Possession. Lessee shall take possession of the Premises upon the closing of the financing for the Improvements (the "Closing" or "Closing Date") and payment of the first installment of the agreed Rent (as defined herein) to Lessor. Lessee shall have the right, at Lessee's sole option, to establish an earlier date as the Closing Date, upon Lessee's delivery of at

least ninety (90) days' prior written notice to Lessor of such earlier Closing Date. In all events, if the Closing Date does not occur by December 31, 2020 (the "Termination Date"), then this Lease shall automatically terminate. In the event Lessee receives an invitation to credit underwriting from Florida Housing Finance Corporation ("FHFC") prior to December 31, 2020, the Termination Date shall be automatically extended by one (1) year. Notwithstanding the foregoing, Lessor and Lessee, in their sole and absolute discretion, may agree to enter into a written agreement (which may be an amendment to this Lease) to extend the Closing Date. Prior to the Closing Date, Lessor will cooperate with Lessee to obtain financing for the Project at no cost or expense to Lessor. During the period from the Effective Date to the Closing Date (hereafter referred to as the "Pre-Possession Period"), Lessor shall not grant possession or any possessory rights to any other person or entity with respect to the Premises.

6. Inspection of the Premises. During the Pre-Possession Period, Lessee and its agents, contractors, engineers, surveyors and representatives, employees, and officers (collectively, "Consultants"), at Lessee's sole cost and risk, shall have the right to enter the Premises to make inspections, surveys, test borings, soil analysis, and other tests, studies and surveys, including without limitation, environmental tests, borings and analysis and studies within the Premises, provided Lessee has given Lessor and reasonable prior notice in each instance. Notwithstanding the foregoing, Lessee shall give not less than two (2) business days' notice to Lessor prior to Lessee's or its Consultants' access of the Premises and shall permit Lessor, its representative or agent to be present during all investigations and inspections conducted on the Premises. Lessor and its agents and representatives, at no cost or expense to Lessor, shall reasonably cooperate with Lessee and the Consultants in connection with any test or inspection. All tests and investigations to be performed by Lessee or its Consultants shall be in accordance with all applicable laws and regulations and accepted testing standards. Lessee shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Lessor. The Lessee shall, upon request by Lessor, provide to Lessor copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Premises. Lessee shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for and act as the generator with respect to any wastes generated by those tests. The Premises shall be restored by Lessee or the Consultants to its original condition at Lessee's or the Consultants' sole expense following any site work by Lessee or any Consultant. Lessee shall keep the Premises free and clear of any liens arising from access to the Premises by it and its Consultants, and will indemnify and hold harmless the Lessor and against all claims, losses, damages and expenses (including reasonable attorneys' fees and costs) because of the failure to pay all costs arising from access to the Premises and from the filing of any liens based on the acts or failures to act of Lessee or any Consultant, injury or death to any person or damage or loss of any kind to any property caused by the acts or omissions of Lessee or its Consultants, which obligations shall survive the termination of this Agreement. Lessee shall obtain (or cause its contractor or consultant to obtain), at Lessee's sole cost and expense, within thirty (30) days after the Effective Date, a policy of commercial general liability insurance covering any and all liability of Lessee and Lessor with respect to or arising out of any investigative activities conducted by or on behalf of Lessee. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars ($1,000,000.00) single incident per occurrence and Two Million Dollars ($2,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability and shall name Lessor as an additional insured and Lessee shall provide Lessor with a copy of such policy or a certificate of such policy. Lessee shall keep the Premises free and clear

of any mechanics' liens or materialmen's liens related to Lessee's right of inspection and the activities contemplated by this Lease.

7. Title Insurance and Survey.

(a) Within sixty (60) days of the Effective Date, at Lessee's expense, Nelson Mullins Broad and Cassel, as Lessee's title agent (in such capacity, hereafter referred to as the "Title Agent") shall issue a Commitment for Title Insurance (the "Title Commitment") from First American Title Insurance Company (the "Title Company") for Lessee's leasehold interest in the Premises, and setting forth the status of the title of the Premises.

(b) Within thirty (30) days of the Effective Date, Lessor shall provide Lessee with copies of existing surveys of the Premises. Lessee may, at Lessee's sole cost and expense, obtain updated or new surveys ("Survey") of the Premises.

(c) If the Title Commitment, any title update searches from the Title Company or Title Agent with respect to new matter of title, if any, recorded following the Effective Date and not reflected in the Title Commitment (collectively, "Title Update"), or any Survey disclose any matters of title which render title to the Premises unmarketable, then Lessee shall give Lessor written notice within ninety (90) days of the Effective Date, specifying any of such matters which render title unmarketable and to which Lessee objects ("Objections"). All matters which are not properly made the subject of the Objections, shall be deemed "Permitted Exceptions."

(d) If Lessee gives notice of Objections within the timeframe specified in Section 7(c) above and the Objections are not cured so that the Title Commitment and Survey can be amended to give effect to matters that are cured, and Lessee has written notice of such cure within the ten (10) day period following receipt of the notice of Objections from Lessee ("Cure Period"), Lessee shall have the right either (i) to terminate this Lease by giving written notice of such termination to Lessor within three (3) days after the expiration of the Cure Period and, upon such termination, neither party hereto shall have any further rights or obligations under the Lease, except with respect to the provisions of this Lease which expressly survive termination, or (ii) to waive the Objections and consummate the payment of all Rent and possession of the Premises on the Closing Date subject to the Objections which shall be deemed to be Permitted Exceptions. Notwithstanding anything contained herein to the contrary, Lessor shall have no obligation to cure any Objections of Lessee.

8. Due Diligence. No later than ten (10) days after the Effective Date, Lessor shall have delivered to Lessee for Lessee's review any and all environmental reports and studies in its possession or control. No later than thirty (30) days after the Effective Date, Lessor shall have made available to Lessee the following due diligence items ("Due Diligence Items"): (i) any agreements, documents or information in the possession of Lessor reasonably requested by Lessee that bind the Premises and materially affect its operation or use; and (ii) all plans, documents, agreements and other records in Lessor's possession of any governmental entities, districts and utilities regarding the Premises or otherwise impacting, restricting, or affecting the use of the Premises. Lessor shall also deliver to Lessee, within ten (10) business days after the Effective Date, legible copies of all documents that relate to the feasibility of the Premises to be used as an apartment community. Lessor makes no representations or warranties concerning the accuracy or completeness of any Due Diligence Items.

9. Rent.

(a) The rent hereunder shall commence and be payable from and after the Effective Date. From the Effective Date to the Closing Date, annual rent shall be Ten and No/100 Dollars ($10.00), payable on the Effective Date, and on each anniversary of the Effective Date until the Closing Date.

(b) On the Closing Date, Lessee shall pay a one-time, lump sum rent payment in the amount of Ten and No/100 Dollars ($10.00) (the "Rent"), for the Term. All applicable Florida sales tax or other tax which may replace sales tax shall be payable with Rent.

(c) Lessee shall pay Rent to Lessor at Lessor's address for notices, or to such other person or such other place as directed from time to time by written notice to Lessee from Lessor, without notice, demand, deduction or offset.

10. Construction of Project.

(a) Lessee shall construct an affordable housing community upon the Premises, which will consist of approximately ninety-four (94) rental apartment units, and approximately 2,000 square feet of Clubhouse area (the Premises, the buildings, and related site improvements are referred to, collectively, herein as the "Project"; the buildings and related site improvements are referred to, collectively, herein as the "Improvements"). The Improvements to be constructed or installed on the Premises by Lessee shall be constructed in a good and workmanlike manner and shall at all times be in full compliance with all applicable governmental rules, regulations, ordinances and requirements of every kind whatsoever.

11. Ownership of Premises.

(a) Premises. Lessor warrants and represents to Lessee that it is the owner of the fee simple title to the Premises, and has full right and authority to enter into this Lease and perform Lessor's obligations arising hereunder. At all times during the Term of this Lease, the Improvements and any equipment installed by or on behalf of Lessee shall be owned by Lessee and during the Term of this Lease, Lessee alone shall be entitled to all of the tax attributes of ownership including, without limitation, entitled to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and Lessee shall be entitled to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project.

(b) Encumbrances. Lessor agrees not to encumber the Premises with any mortgage financing. Additionally, Lessor agrees to enter into a commercially reasonable lease recognition and attornment agreement (a "Recognition Agreement") with each and every owner or holder of any mortgage (a "Leasehold Mortgagee") encumbering Lessee's leasehold interest herein as necessary for financing of the Project (including any and all renewals, extensions, modifications, consolidations, refinancing and replacements, a "Leasehold Mortgage"), in order

to confirm the interests of the Lessee under this Lease and the lien of the Leasehold Mortgagee on Lessee's leasehold interest in the Premises.

(c) Improvements. Lessee shall, during the entire Term of this Lease, own all right, title and interest in and to the Improvements constructed or placed upon the Premises during the Term of this Lease. Lessor agrees that Lessee while not in default of any provision of this Lease shall have the right at any time and from time to time to remove any and all fixtures, furniture, furnishings, equipment and other property installed in or upon the Premises. Lessee covenants and agrees, at the termination of this Lease, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to Lessor possession of the Premises with all the buildings and Improvements thereon (excluding all furniture, furnishings, equipment and other personal property therein belonging to and removable by Lessee under the terms of this Lease), in good condition and repair, ordinary wear and tear excepted, all of which buildings and Improvements shall become and remain the property of Lessor from and after the end of the Term or earlier termination of this Lease.

12. Real Estate Taxes.

(a) From and after the Closing Date, Lessee shall pay as additional rent, all real estate taxes assessed against the Project, including, without limitation, special assessments and special tax bills for any purpose whatsoever. If at any time during the Term of this Lease, the methods of taxing real estate prevailing at the commencement of the Term shall be altered so that in addition to, or in lieu of, or as a substitute for the whole or any part of the taxes now levied, assessed or imposed, the taxing authorities impose (i) a tax on the rents received from such real estate, or (ii) a real estate license fee measured by the rents receivable by Lessor for the Premises, or (iii) a real estate tax or real estate license imposed upon Lessor which is otherwise measured by or based in whole or in part upon the Project or any portion thereof, then the same shall be included in the amount to be paid by Lessee hereunder to the extent the same are attributed to the Project. Lessee shall pay all personal property taxes on all personal property in the Project. Except as provided above, Lessee shall not be obligated to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit tax or capital levy or similar tax that may be imposed upon or assessed against Lessor.

(b) In the event the taxing authorities having jurisdiction over the Project do not assess the Project as a separate tax parcel, then Lessee shall reimburse Lessor for Lessee's share of the real estate taxes on the land and buildings (inclusive of the Premises and the Improvements).

(c) All unpaid taxes and non-advalorem assessments assessed after the Effective Date and prior to the Closing Date shall be paid by Lessor. All unpaid taxes assessed on and after the Closing Date and prior to the expiration or termination of the Term of this Lease, and all taxes and non-advalorem assessments assessed during the Term, shall be paid by Lessee, subject to proration for partial calendar years.

(d) Lessor shall give notice to the applicable taxing authority following the Closing Date such that all future tax bills are to be delivered to Lessee. If tax bills are not delivered to Lessee, after written request from Lessee, Lessor shall, within ten (10) days after receipt of the real estate tax bill for the applicable year, furnish a copy of the tax bill for the tax

parcels comprising the Premises. If the Premises do not constitute a separate tax parcel or parcels, as the case may be, Lessor shall provide to Lessee a copy of the calculations to determine the real estate taxes owed by Lessee for such year, and Lessor and Lessee shall be obligated to make their respective tax payments in a timely manner, so as to avoid delinquency.

13. Insurance and Indemnity.

(a) Indemnity. Lessee will protect, indemnify, save harmless and defend Lessor from and against all liabilities (statutory or otherwise), obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Project or adjoining sidewalks or any other matter or thing arising out of the use or occupation of the Project from and after, but only from and after, the Closing Date to and until the expiration or termination of the Term, and (b) any failure on the part of Lessee to perform or comply with any of Lessee's obligations hereunder, except to the extent caused or prevented by the negligence or willful misconduct of Lessor.

(b) Liability Insurance. Commencing on the Closing Date, and thereafter throughout the Term of this Lease, the Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained in full force and effect general public liability insurance against claims for bodily injury or death occurring on, in or about the Project with such insurance to effect protection up to not less than $1,000,000 in respect to bodily injury or death to any one person and up to not less than $1,000,000 in respect to any one accident, and $2,000,000 in the aggregate.

(c) Casualty Insurance. Commencing on the date vertical construction of the Improvements begins, and thereafter throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain or cause to be maintained in full force and effect insurance coverage on the buildings, in order to keep the buildings and all related improvements fully insured against loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, vandalism, malicious mischief, damage from aircraft, vehicles or smoke and such other casualties and events as may be insured against under the broad form of uniform extended coverage clause in effect from time to time, for full insurable replacement value, as well as flood insurance if applicable to the Project. In the event of any destruction of any portion of Improvements on the Premises, the proceeds of any insurance carried by Lessee must be used to reconstruct or rebuild the damaged or destroyed improvements provided, however, that if the Premises is subject to a lien or security interest held by Leasehold Mortgagee, Leasehold Mortgagee may direct the insurance proceeds to be applied for restoration of the Improvements or to be applied to the repayment of the outstanding balance of the financing of the Premises, together with any accrued interest thereon, in accordance with any and all loans and any agreement related to the Premises.

(d) Certificates. Policies of insurance provided for in this Section 13 shall be issued by insurance companies licensed in Florida and reasonably satisfactory to Lessor and shall name Lessor, Lessee and Lessee's lenders or Leasehold Mortgagees as insureds as their respective interests appear. Lessee shall provide Lessor with certificates and copies of policies therefor prior to the Closing Date and thereafter within ten (10) days prior to the renewal date of

each such policy. Each such policy and certificate shall provide for at least thirty (30) days prior written notice to Lessor in the event of cancellation or amendment.

(e) Releases. Lessor hereby releases Lessee and Lessee hereby releases Lessor from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the Premises or Improvements or loss of rents or profits of either Lessor or Lessee resulting from or in any way connected with any fire or accident or other casualty whether or not such fire, accident or other casualty shall have been caused by the negligence of any of Lessor or Lessee or by any agent, associate or employee or invitee of any of them, to the extent that such damage or loss is reimbursed under any insurance policy which at the time of such damage or loss permits waiver of subrogation rights prior to a loss thereunder. Lessor and Lessee agree to use due diligence to obtain any necessary endorsement permitting the waiver of subrogation on any insurance policies in order to obtain the result desired under this Section (e).

(f) Participation. Leasehold Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any settlement discussion relating to casualty or condemnation.

14. No Partnership. Lessor shall not become or be deemed a partner of or a joint venturer with Lessee by reason of the provisions of this Lease, it being the intention of the parties that the relationship of Lessor and Lessee by virtue of this Lease shall at all times be that of landlord and tenant.

15. Use. Lessee may use the Premises as an affordable multi-family residential housing project. At all times, Lessee's use of the Premises shall comply with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and fire insurance rating organizations or similar bodies.

16. Lessee's Maintenance/Alterations.

(a) Maintenance. Lessee, at its cost, shall, subject to usual and customary wear and tear, maintain in good condition and repair, and shall replace all structural and non-structural portions of the Project, and all Improvements thereon, including but not limited to the buildings and all fixtures, equipment and personal property therein, and landscaping. Lessee shall keep the Project in a clean and tenantable condition and permit no waste to be committed therein and the Project and Improvements shall be in conformance with all applicable rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities having jurisdiction over the Project.

(b) Alterations. Lessee shall have the right to make such alterations, improvements or additions to the buildings or other Improvements on the Premises during the Term hereof, as it may desire from time to time. Any such alteration, improvement or addition which may be made shall be performed in full compliance with all applicable governmental laws, orders, codes, rules and regulations and shall be performed and/or paid for in full by Lessee and its licensed contractors in a good and workmanlike manner.

17. Utilities.

(a) Utility Easements. Lessor shall, subject to the terms of this section 17(a) and at no cost or expense to Lessor, upon Lessee's request, execute in recordable form such easements on the Premises in favor of any utility company or companies, and/or the municipal authorities having jurisdiction thereof, as may be reasonably required to install, provide and maintain all utilities necessary or desirable for the Project, and shall cooperate with Lessee to obtain such modifications of existing utility easements as Lessee may reasonably request in order to avoid or reduce interference with the construction of the Improvements and Lessee's continued use thereof. Prior to the execution of any easements or modification of existing easements, Lessee shall provide to Lessor a survey showing the location of such requested easement or change in the existing easement and the form of the easement shall be reasonably acceptable to Lessor.

(b) Utility Charges. Lessee agrees to pay all charges for water, gas, electricity and all other utilities services used by the Lessee for the Project when due.

18. Destruction. If, during the Term, the Project is totally or partially destroyed, rendering the Project totally or partially untenantable, to the extent but only to such extent, as shall be feasible by application and use of available insurance proceeds, Lessee shall restore the Project to substantially the same condition as existed prior to such damage and destruction within one (1) year from the date of the occurrence thereof, or such longer period as reasonably necessary to restore the Project. Notwithstanding anything contained in this Section 18, as long as Lessee's leasehold interest is encumbered by any Leasehold Mortgage, this Lease shall not be terminated by Lessor in the event that the Project is partially or totally destroyed, provided Lessee shall comply with the other terms and conditions of this Lease. Lessor acknowledges and agrees that any insurance proceeds from casualty insurance as provided under Section 13(c) above may be paid to and held by the Leasehold Mortgagee, to be used for the purpose of restoration or repair of the Project. Notwithstanding the foregoing to the contrary, in the event Lessee elects, or is unable to repair and restore the Improvements, or any portion thereof, Lessee shall promptly raze or remove such damaged Improvements and return the Premises, or such affected portion thereof, to a safe condition. Lessee's obligations under this Section 18 shall survive the termination of this Lease.

19. Eminent Domain and Condemnation.

(a) Total Condemnation of Premises. If the whole of the property shall be taken by any governmental authority under the power of condemnation, eminent domain or expropriation, or in the event of conveyance in lieu thereof, the Term shall cease as of the day possession shall be taken by the governmental authority, subject to any requirements of a Leasehold Mortgagee.

(b) Unsubstantial Condemnation. If twenty-five percent (25.00%) or less of the square foot area of the Premises or of the buildings shall be so taken or conveyed, the Term shall cease only with respect to the part so taken or conveyed, as of the day possession shall be taken by the governmental authority.

(c) Substantial Condemnation. If (i) more than twenty-five percent (25.00%) of the Premises, or of the buildings, shall be so taken or conveyed, or (ii) twenty-five percent (25%) or less of the square foot area of the Premises or of the buildings shall be so taken or

conveyed, rendering it unfeasible to continue the operation of the Project, the Term shall cease only with respect to the part so taken or conveyed, as of the day possession shall be taken by the governmental authority, and Lessee shall thereafter have the right to terminate this Lease upon notice in writing within thirty (30) days after such taking of possession.

(d) Rental Abatement. In the event of any such taking or conveyance of the Premises, or any portion thereof, Lessee shall pay rent to the day when possession thereof shall be taken by the governmental authority with an appropriate refund by Lessor of such rent as may have been paid in advance for a period subsequent to such date. If this Lease shall continue in effect as to the portion of the Premises not so taken or conveyed, the Rent shall be reduced to an amount computed and apportioned based upon the remaining area within the Premises, and the space taken within said Premises, if any, and the tax rent, shall thereafter be computed on the basis of such remaining space within the Premises.

(e) Restoration. If this Lease shall so continue, Lessee shall, at its expense, make all necessary repairs or alterations or as to constitute the remaining Project a complete architectural and tenantable Project.

(f) Allocation of Awards. In the case of such taking, both Lessor and Lessee shall have the right to seek to recover all compensation which may be awarded for any such taking or conveyance, whether for the whole or a part of the Premises or otherwise as may be provided under Florida law. Lessee shall be entitled to the compensation awarded for the taking of the buildings and Improvements, and any portion thereof, shall be entitled to compensation awarded for the value of the leasehold estate taken, and shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for trade fixtures or for loss of business, "good will," depreciation or injury to and cost of removal of property. Lessor shall be entitled to a portion of the condemnation award for the value of the remainder interest in the Premises considered as unimproved, or if allowed under Florida law, to pursue a separate award from the condemning authority for the value of its remainder interest in the Premises, or portion taken.

(g) Rights of Leasehold Mortgagee. For so long as the Lessee's leasehold interest shall be encumbered by any Leasehold Mortgage, any condemnation award which would otherwise be payable to Lessee hereunder shall be payable to the Leasehold Mortgagee to be used for the restoration and repair of the Project, as provided in Section 19(e) above, if the Lease is not terminated as provided herein; otherwise, Leasehold Mortgagee may use the condemnation award for the satisfaction of the Leasehold Mortgage.

(h) Notice of Impending or Threatened Condemnations. In the event Lessor is advised of an impending or threatened condemnation, Lessor shall give notice to Lessee, and Lessee shall give notice of such fact to the Leasehold Mortgagee. Leasehold Mortgagee shall have the right to supervise and control the receipt and disbursement of condemnation awards payable to Lessee, and the right to participate in any condemnation proceedings and settlement discussions with the condemning authority, for and on behalf of Lessee. Lessor and Lessee further covenant and agree that, notwithstanding the terms of this Lease, the distribution of casualty and condemnation proceeds shall be governed by the terms of the Recognition Agreement, as applicable, executed by Lessor, Lessee and the applicable Leasehold Mortgagee.

20. Assignment, Subletting, or other Transfer. Except as permitted under and pursuant to Section 24 below, Lessee shall not transfer, assign, convey, encumber, mortgage, pledge, hypothecate or otherwise dispose of the Premises or any interest in the Premises or Lessee's interest in this Lease, nor shall Lessee sublet all or any portion of the Premises (other than tenant leases for the rental units). For purposes of this Lease, an assignment or transfer of a controlling interest in Lessee (where a "controlling interest" is defined as the entity who holds the power to direct or control the day-to-day operations of the Lessee) shall be deemed an assignment of this Lease. Notwithstanding the foregoing, Lessee shall be entitled to assign Lessee's rights and obligations under this Lease, or to sublet the Premises, to any other related entity owned by, controlled by, or under common control, or affiliated with, Lessee. Lessee shall also be entitled to transfer controlling interests in Lessee so long as, following such transfer, at least one of the following conditions is met: (i) an affiliate of Blue Sky Communities, LLC remains in the ownership structure of Lessee, (ii) such transferee is the Lessee's limited partner (or investor member), or an affiliate thereof, and such transfer is made in accordance with the terms of the Lessee's partnership agreement or limited liability company agreement, or (iii) the transferee has experience successfully operating and maintaining properties similar to the Project. Any other assignment shall require the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

21. Signs. Subject to applicable laws, ordinances, rules and regulations, and restrictions of record upon the Premises, Lessee shall have the right, at its sole cost and expense, to place, construct and maintain on the Premises such signs advertising its business at the Premises, as may be permitted under applicable law. Any sign that Lessee shall place, construct and maintain shall comply with all laws, orders, rules and regulations and Lessee shall obtain any approval required by all laws, orders, rules and regulations.

22. Surrender of the Premises. Upon termination of this Lease, Lessee shall surrender to Lessor the Premises, including all Lessee's Improvements and alterations, in good condition (except for ordinary wear and tear), except for fixtures and personal property that Lessee has the right to remove. Lessee shall remove all its fixtures and personal property within thirty (30) days after the termination of this Lease. Lessee shall perform all restoration made necessary by the removal of any fixtures or Lessee's other personal property within the time period stated in this Section.

23. Default by Lessee. The occurrence of the following acts or events and the continuance thereof without cure within the applicable grace or curative period shall constitute and be deemed a default by Lessee hereunder:

(a) Acts or Events of Default:

(i) If Lessee shall fail to pay any Rent due hereunder within ten (10) days after written notice from Lessor that the same has not been paid when due; or

(ii) If Lessee shall fail to perform any other of the terms, conditions, obligations or covenants of this Lease to be observed or performed by Lessee within thirty (30) days after written notice of such default shall have been given to Lessee, or if such performance cannot be accomplished within the initial thirty (30) day cure period, for a reasonable period of

time thereafter as is necessary to accomplish the cure so long as Lessee is diligently and in good faith pursuing the cure; or

(iii) If Lessee shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, unless dismissed (in the case of involuntary proceedings only) within sixty (60) days of filing; or

(iv) If Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; or

(v) If Lessee shall abandon the Premises or suffer this Lease to be taken under any writ of execution.

(b) Right to Re-Enter. In any such event and during the continuance of default, Lessor, in addition to other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee.

(c) Right to Elect. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may then or at any time thereafter terminate this Lease as provided herein, or it may elect to so re-enter and retake possession of the Premises for the account of Lessee without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises and relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each reletting all rentals received by Lessor from such reletting shall be applied first, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; second, to the payment to of any indebtedness other than Rent due hereunder from Lessee to Lessor; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of further Rent as the same may become due and payable hereunder. Lessee shall have no right, at any time, to receive any such rentals obtained upon reletting which may be in excess of the rentals due and payable thereunder. If such rentals received from reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach by written notice to Lessee. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including, but not limited to, the cost of recovering the Premises, reasonable attorneys' fees and the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to rent reserved in this Lease for the remainder of the

Term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

(d) Legal Expenses. If Lessor deems it necessary to retain an attorney to recover possession of the Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessee to be kept or performed, or if either party shall bring an action to enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party all expenses incurred therefor including a reasonable attorneys' and paralegals' fees and costs (whether incurred before, during or after trial, or at any appellate level, or in arbitration, mediation, any quasi-judicial or administrative proceeding or any proceeding in bankruptcy or insolvency) and court costs.

(e) Waiver of Jury Trial. To the fullest extent permitted by law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or any claim of injury or damage. The foregoing waiver has been made upon the advice of counsel and is a material inducement to both Lessor and Lessee entering into this Lease.

(f) Right to Cure. Notwithstanding anything contained in this Section 23 or otherwise in this Lease to the contrary, Lessee's limited partner (or investor member, as the case may be) shall have the right, but not the obligation, to cure any such default or act or event of default, in its sole and absolute discretion. In the event that such default or act or event of default is such that it cannot reasonably be cured by Lessee's limited partner (or investor member, as the case may be) within the cure period provided in Section 23(a) above, then Lessee's limited partner (or investor member, as the case may be), shall have such additional time as may be reasonably necessary to cure such default or act or event of default, provided, in no event shall such cure period be extended longer than sixty (60) days beyond the initial cure period provided in Section 23(a) above.

24. Lessee's Financing.

(a) Lessor acknowledges and agrees that it will not be possible for Lessee to construct the Improvements without obtaining a loan or loans, the issuance of a letter of credit or letters of credit and/or the advancement of other credit from one or more persons or entities in order to finance the construction of said Improvements and the development of the Project. Therefore, Lessor hereby covenants and agrees that Lessee's interest in this Lease may be subjected to leasehold mortgage loans obtained by the Lessee for the purpose of financing the construction of the Improvements and the development of the Project, and to the lien of any mortgages, assignments of rents and leases, security agreements, and other collateral or security documents or instruments required by the Leasehold Mortgagee providing such financing and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages, assignments of rents and leases, security agreements, and other collateral or security documents or instruments.

Lessor and any such Leasehold Mortgagee shall execute and deliver a Recognition Agreement in accordance with Section 11(b) above.

(b) If a Leasehold Mortgagee acquires the leasehold estate created hereunder or otherwise acquires possession of the Project pursuant to available legal remedies, Lessor will look to such holder to perform the obligations of Lessee hereunder only from and after the date of foreclosure or possession. Leasehold Mortgagee's or holder's liability under this Lease shall be limited to the value of such Leasehold Mortgagee's or holder's interest in this Lease and in the leasehold estate created thereby; however, such Leasehold Mortgagee or holder is required to honor and perform all the obligations, duties and responsibilities of Lessee under this Lease, including the payment of any amounts which are outstanding and owed to Lessor.

25. Estoppel Statements. Within ten (10) business days after request therefor by either party, or in the event that upon any sale, assignment or hypothecation of either party's interest in the Premises or in this Lease by either party or an estoppel letter or statement shall be otherwise required from either party or by any lender of such party, each party agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to said other party or its lender(s), certifying (if such be the case) that this Lease is in full force and effect and that, to the best of the knowledge of the party certifying, there are no defenses or offsets thereto, or stating those claimed by said party, the date through which the rent and any other payments required hereunder shall be paid, and such other information as may be required by the entity requesting such statement.

26. Covenant Against Liens. Except as permitted under Section 24 above or otherwise in this Lease, Lessee shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon the fee simple interest of Lessor in the Premises, and no person, contractor or material man dealing with Lessee in connection with the construction and installation of the Improvements on the Premises shall be entitled to a mechanic's, materialman's or construction lien upon the Lessor's fee simple interest. Lessor's interest in the Premises shall not be subject to liens for improvements made by Lessee, and Lessee shall have no power or authority to create any present estate, reversion or other estate of Lessor in the Premises as a result of improvements made by Lessee or for any cause or reason. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Lessee with respect to the Premises or any part thereof, are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Lessee to secure payment for any work done or material furnished for improvements by Lessee or for any other purpose during the Term of this Lease. Lessee shall indemnify Lessor against such loss or expense, including reasonable legal fees, incurred as a result of the assertion of any such lien, and Lessee covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within fifteen (15) days of the assertion of any such lien or claim of lien. If Lessee fails to bond over any such liens within the time period allowed, Lessor may do so in Lessee's behalf and Lessee shall agree to reimburse Lessor for any associated costs including attorney fees. Lessee shall advise all persons furnishing designs, labor, materials or services to the premises in connection with Lessee's improvements thereof of the provisions of this Section 26. Without limiting the generality of the foregoing, Lessee hereby acknowledges and agrees to the following: THE INTEREST OF LESSOR IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS TO THE PREMISES MADE BY LESSEE, NOTWITHSTANDING ANY APPROVAL BY LESSOR OF ANY CONTRACT(S) WITH

ANY CONTRACTOR(S), AND/OR LESSOR'S APPROVAL OF ANY SUCH IMPROVEMENT(S) AND/OR PLANS. PRIOR TO ENTERING INTO ANY CONTRACT FOR THE CONSTRUCTION OF ANY ALTERATION OR IMPROVEMENT, LESSEE SHALL NOTIFY THE CONTRACTOR MAKING IMPROVEMENTS TO THE PREMISES OF THE FOREGOING PROVISION, AND LESSEE'S KNOWING OR WILLFUL FAILURE TO PROVIDE SUCH NOTICE TO THE CONTRACTOR SHALL RENDER THE CONTRACT BETWEEN LESSEE AND THE CONTRACTOR VOIDABLE AT THE OPTION OF THE CONTRACTOR. All lienors, including without limitation, contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers, professional lienors (as defined by Fla. Stat. Section 713.03 (2014), as the same may be amended or restated), and others are called upon to take due notice of this clause, it being the intention of Lessor and Lessee to expressly prohibit any such lien against Lessor's title or interest in and to the Premises by the use of this language, as and in the manner contemplated by Fla. Stat. Section 713.10 (2014), as the same may be amended or restated).

27. Quiet Enjoyment. Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly enjoy the Premises.

28. Holding Over. Any holding over after the expiration of the Term shall not be deemed to extend the Term of or renew this Lease, but shall be construed to be a tenancy at will at double the Rent herein specified (prorated on a daily basis), together with all additional payments as provided herein, and shall otherwise be on the terms herein specified so far as applicable.

29. Miscellaneous Provisions.

(a) Notices. Any notice or demand from Lessor to Lessee or from Lessee to Lessor shall be in writing and shall be deemed duly served if mailed by registered or certified mail, return receipt requested, or delivered to an expedited delivery service such as Federal Express, addressed, if to Lessee, at the address of Lessee set forth herein or such other address as Lessee shall have last designated by notice in writing to Lessor, if to Lessor at the address of Lessor set forth herein or such other address as Lessor shall have last designated by notice in writing to Lessee.

(b) Applicable Law. This Lease shall be governed and construed in accordance with the laws of the State of Florida, and any and all actions, suits, or proceedings between the parties hereto shall only be brought in the county in which the Premises are located. In no event shall either party ever commence an action or seek to remove a pending action between the parties hereto in or to any United States Federal District Court, except in the case of a bankruptcy proceeding.

(c) Recordation. On or before the Closing Date, Lessor and Lessee shall execute, deliver and record a Memorandum of this Lease in the Public Records of St. Lucie County, Florida.

(d) Net Lease. Lessor shall not have or incur any expense or cost in its ownership of the Premises during the Term of this Lease, and all such expenses including, without limitation, taxes, insurance, utilities, repairs and maintenance shall be solely the responsibility of Lessee.

(e) Sales and Use Taxes. Lessee will pay all sales and use taxes due with respect to the Rent payable to Lessor under this Lease and other amounts payable hereunder directly to Lessor, whereupon Lessor shall remit such sums to the applicable governmental authorities.

(f) Binding Effect of Lease. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

(g) Impact and Permit Fees. In the event that any governmental or quasi-governmental authority or provider of utilities to the Premises requires the payment by Lessor of permit fees, impact fees or other charges with respect to the construction, occupation or use of the Project, then Lessee shall pay such amounts to Lessor prior to such payments or fees being due, whereupon Lessor shall provide Lessee confirmation of payment by Lessor of same. If Lessor shall elect to pay such fees or other charges directly, Lessee shall reimburse Lessor for the amount thereof no more than ten (10) business days after written notice of the amount thereof from Lessor.

(h) Rents/Late Charges. Any payment of Rent not received by Lessor within five (5) days from the date the same becomes due and payable hereunder shall be subject to a late charge equal to twelve percent (12.00%) per annum until received in full, which late charge shall be additional Rent.

(i) Waiver. Any waiver of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition.

(j) Definitions. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation of this Lease. Each and every term and provision of this Lease which requires any performance (whether affirmative or negative) by Lessee shall be deemed to be both a covenant and a condition. The words "reenter" and "reentry" as used herein are not restricted to their technical legal meaning.

(k) Integration. No oral statement or prior written matter shall have any force or effect. No waiver of any provision of this instrument shall be effective unless in writing, signed by the waiving party. Each party agrees that it is not relying on any representations or agreements other than those contained in this Lease.

(l) Invalidity of Certain Provisions. If any provision of this Lease shall be held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the

remainder of this Lease shall not be affected thereby and each and every remaining provisions of this Lease shall be enforceable to the fullest extent permitted by law.

(m) Future Modifications. Lessor acknowledges that it has been advised that Lessee may procure some part or all of the funds to finance on an interim and long-term basis, the construction of Improvements from state or local governmental sources. If any such financing institution, agency or entity requires any modification of the terms and provisions of this Lease as a condition to such financing (including the issuance of a commitment) as Lessee may desire, then Lessor agrees to approve and execute such modifications within fifteen (15) days after Lessee's request therefor, provided such modification shall not materially modify the terms and conditions hereof, increase or add any financial obligations on behalf of Lessor, or impose any liability on Lessor.

(n) Option to Cancel. At any time on or before the Closing Date, Lessee shall have the right to terminate this Lease without further liability by written notice to Lessor if Lessee is unable to procure the funds necessary to finance the construction and development of the Project.

(o) Broker. Lessor and Lessee covenant, warrant and represent, each to the other, that there was no broker instrumental in consummating this transaction, and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. The parties hereto agree to hold each other harmless against any claims for brokerage commissions arising out of this transaction from any broker claiming to have dealt with said party.

(p) Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, all prior oral or written offers, representations, and agreements having been merged herein. Neither this Lease nor any provision hereof may be changed, modified, waived, discharged or terminated except by an instrument dated subsequent to the date hereof duly executed by the parties hereto.

(q) Non-Merger. This Lease shall not terminate as a result of the assignment or other conveyance of Lessee's interest herein to Lessor, or as a result of the assignment of Lessor's interest in this Lease to Lessee or the conveyance of Lessor's fee simple title in the Premises to Lessee, so long as Lessee's leasehold interest remains encumbered by any Leasehold Mortgage.

(r) Amendment or Modification. As long as Lessee's interest hereunder shall be encumbered by any Leasehold Mortgage, Lessor and Lessee covenant and agree that this Lease shall not be modified or amended in any respect without the prior written consent of any and all Leasehold Mortgagee, and any amendment or modifications which are made without the prior written consent of any and all Leasehold Mortgagee shall be null, void and of no force and effect with respect to such non-consenting Leasehold Mortgagee.

(s) Lessor's Bankruptcy. Lessor acknowledges and agrees that, as of the Closing Date, Lessee is in "possession" of the Premises for the purposes of Section 365(h) of the Bankruptcy Code (and any other or successor provision providing similar relief). Furthermore, in the event that the Lessor under this Lease becomes the subject of a case under the Bankruptcy

Reform Act of 1978 (or any other or successor law providing similar relief), and such landlord or any trustee of such landlord rejects or seeks authority to reject this Lease under Section 365 of the Bankruptcy Code (or any other successor provision providing similar relief): (i) Lessee shall elect, and hereby does elect, without further act, unless each and every holder of the Leasehold Mortgage consents in writing to any other election, to remain in possession for the balance of the Term of this Lease and any renewal or extension thereof, pursuant to Section 365(h) of the Bankruptcy Code (and any other or successor provision permitting a similar election); (ii) any purported election by Lessee under this Lease to treat this Lease as terminated shall be void and of no effect, unless each and every Leasehold Mortgagee consents in writing thereto; and (iii) the lien of any of the Leasehold Mortgage shall not be impaired by such rejection.

(t) Force Majeure. Whenever a period of time is herein prescribed for the taking of any action by Lessor or Lessee, such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, Act of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of such party. Financial inability shall not be a cause outside of such party's control.

(u) OFAC Certification. Lessor and Lessee hereby certify to each other as follows: (a) neither this Lease, nor the transactions contemplated hereby, is "blocked" pursuant to Executive Order 13244 dated September 23, 2001 (the "Order"); (b) neither Lessor nor Lessee is a "person" subject to the prohibitions set forth in the Order, as the term "person" is described and identified in the Order; and (c) this Lease is not entered into for the purpose of evading or avoiding, or attempting to violate any of the prohibitions in the Order. Lessor and Lessee, each for themselves, and on behalf of their respective successors, heirs and assigns, hereby covenants and agrees to indemnify, defend and hold the other harmless from and against any and all loss, cost, expense, claim or damage (including, without limitation, reasonable attorneys' fees) suffered, claimed or incurred by the other in the event the certification herein is false, and to promptly notify the other if Lessor or Lessee receives notice that it has been designated a "Specifically Designated National" or "Blocked Person" on any list maintained by the Office of Foreign Assets Control, or any successor office or agency. If during the Lease Term, Lessor or Lessee is or becomes a "Specially Designated National" or "Blocked Person", then such designation shall constitute a Default, which shall entitle the non-defaulting party to exercise all rights and remedies available under this Lease and/or under applicable law.

(v) Representations and Warranties. Each party represents and warrants to the other party that: (1) such party is duly formed, organized and validly existing in good standing in the state of its formation and has the company and legal power and authority to enter into and perform the terms hereof; (2) the person signing on behalf of such party is a duly authorized signatory of such party; (3) there is no legal or ethical action or proceeding against such party that affects the performance or consummation of the terms hereof; and (4) the consummation and performance of the terms hereof do not conflict with or violate the terms of any contract, agreement, law, rule or regulation applicable to such party or its assets.

30. Approval of Use Restriction. Lessor acknowledges, approves of and consents to the filing of an Extended Low-Income Housing Agreement and any other similar affordability documents, restrictions or instruments against the Premises as may be necessary or desirable in

connection with the low-income housing tax credits or other financing which Lessee will seek to obtain and which is acceptable to FHFC, or other application entity, as the case may be; provided, however, that any such use restrictions will not be filed or recorded as encumbrances against the Premises prior to the Closing Date.

31. PUBLIC RECORDS. Lessee shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Lessee improve in conjunction with this Agreement. Specifically, Lessee shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by Lessor in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that Lessor would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to Lessor all public records and possession of Lessee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Lessor in a format that is compatible with the information technology systems of Lessor.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRIGNIA AVENUE, FORT PIERCE, FL 34982.

[*Remainder of Page Intentionally Blank; Signatures On Following Page*]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

ST. LUCIE COUNTY, a political subdivision of the State of Florida

By: Linda Bartz
Chair
Board of County Commissioners

Date: 8/13/19

ATTEST:

Deputy Clerk

Approved as to form and legality for the use and Reliance of St. Lucie County, Florida, only.

By: _____
County Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 13 day of August, 2019, by Linda Bartz as Chair of SLC. She/He is personally known to me or has produced _____ as identification.

SUSAN BELLAMY
Commission # GG 283031
Expires January 28, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

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

My Commission Expires:

4817-7256-3868.5
147454/00094

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

WITNESSES:

Christal Crudup

MJ Kopakin

LESSEE:

BLUE MCNEIL ONE, LLC, a Florida limited company

By: _____
Shawn Wilson, as Manager of Manager

Date: 9/10/19

SATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10th day of September, 2019, by Shawn Wilson, as Manager of Blue McNeil One M, LLC, Manager of Blue McNeil One, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced ___ as identification.

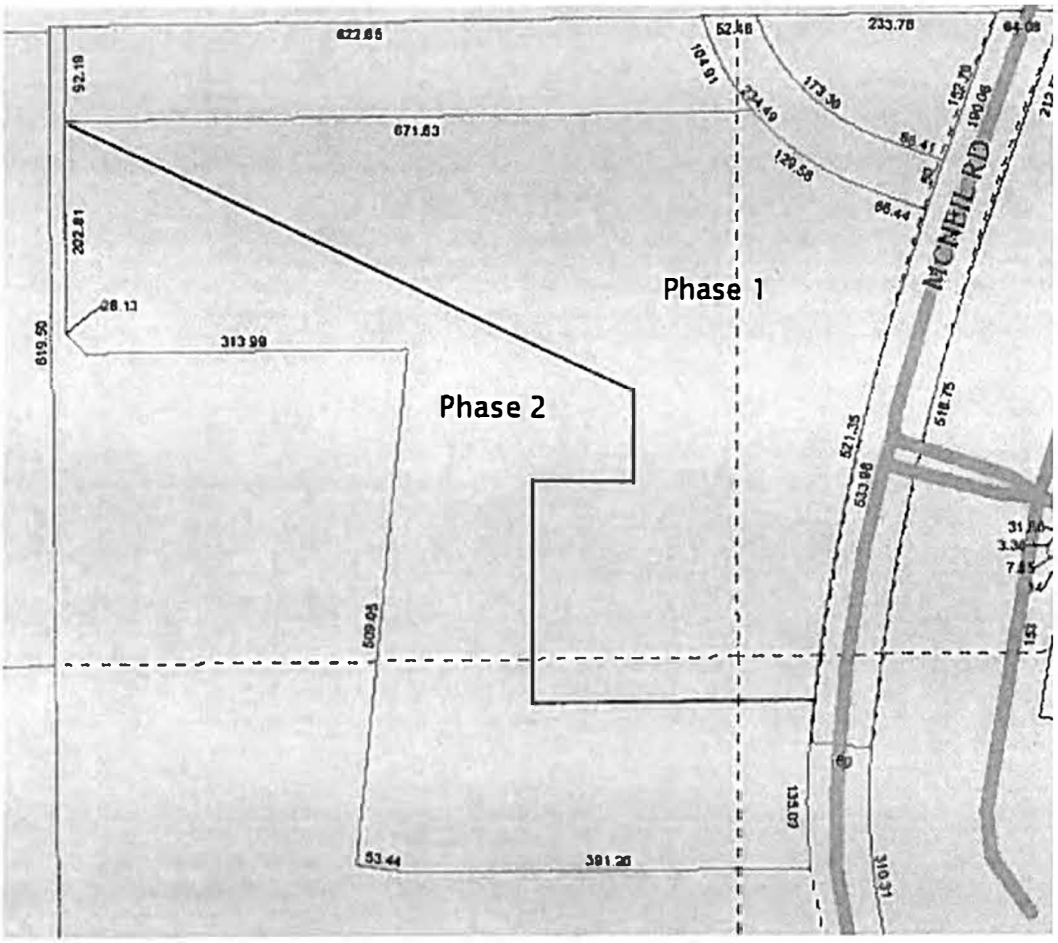
MARY JEAN KOPAKIN
MY COMMISSION # GG 278273
EXPIRES: March 19, 2023
Bonded Thru Notary Public Underwriters

Mary Jean Kopakin
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

My Commission Expires:

EXHIBIT "A"
DEPICTION AND DESCRIPTIONS OF PROPERTY

A portion of property ID# 2419-211-0004-000-8 according the property records of St. Lucie County, Florida, designated as Phase 1 on the sketch below.



ADDENDUM TO GROUND LEASE

C19-08-728

THIS ADDENDUM TO GROUND LEASE (the "Addendum") is attached to and made part of that certain Ground Lease by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Lessor") and BLUE McNEIL ONE, LLC, a Florida limited liability company ("Lessee") dated as of August 13, 2019 (the "Ground Lease").

Lessor and Lessee do hereby supplement the terms and conditions of the Ground Lease as follows:

> Lessee does hereby notify Lessor that Lessee does not have the power of eminent domain to obtain the Premises (i.e., the subject property) and a determination of market value will estimate the value of the Premises (i.e., the subject property) (the "Notice").

Lessor acknowledges receipt of the foregoing Notice.

This Addendum has been executed contemporaneously with the Ground Lease.

[*Remainder of Page Intentionally Blank; Signatures On Following Page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the day and year first above written.

WITNESSES:

Lessee:

BLUE MCNEIL ONE, LLC, a Florida limited company

By: _____
Shawn Wilson, as Manager

Date: 9/10/19

SATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10th day of September, 2019, by Shawn Wilson, as Manager of Blue McNeil One, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

MARY JEAN KOPAKIN
MY COMMISSION # GG 278273
EXPIRES: March 19, 2023
Bonded Thru Notary Public Underwriters

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first above written.

LESSOR:

ST. LUCIE COUNTY, a political subdivision of the State of Florida

By: Linda Bartz
Chair
Board of County Commissioners

Date: 8/13/19

ATTEST:

Deputy Clerk

Approved as to form and legality for the use and Reliance of St. Lucie County, Florida, only.

By:
County Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 13 day of August 2019, by Linda Bartz as Chair of SLC. She/He is personally known to me or has produced _____ as identification.

SUSAN BELLAMY
Commission # GG 283031
Expires January 28, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public, State of Florida
Print Name:
Commission No.:

My Commission Expires:

4817-7256-3868.5
147454/00094

Attachment C

C19-05-602

AMENDMENT II TO CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

SELLER: **ST. LUCIE COUNTY, FLORIDA a political subdivision of the State of Florida**

BUYER: **BLUE MCNEIL TWO, LLC, a Florida limited liability**

RE: **Amendment II to Contract for Purchase and Sale of Real Property by and between the above Seller and Purchaser executed July 11th, 2019 for the purchase of a tract of land located in St. Lucie County, Florida (the "Contract")**

WHEREAS, Seller and Buyer have heretofore entered the above-referenced Contract; and

WHEREAS, Seller and Buyer amended the agreement on October 22, 2019 to provide for payment to Seller at Closing the sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00), and

WHEREAS, Seller and Buyer Purchaser have agreed to amend the "Contract" upon the terms and conditions set forth herein.

THEREFORE, Seller and Buyer agree that the Contract is amended as follows:

1. Section 7, **Closing and Financing Timeline, Buyers Obligation Pending Closing**, subsection (a) is deleted in its entirety and replaced with the following subsection 7(a):

(a) Subject to extensions, and provided that all conditions precedent to the Parties' obligations to close set forth in this Agreement have been satisfied or waived in writing, the closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before June 30, 2022, and shall be on a date selected by the Buyer with no less than thirty (30) days advance written notice thereof to Seller. The Closing shall take place at the offices of Closing Agent, or at the office designated by the lender providing Buyer's Construction Financing (as defined below), at such time of the day as may be mutually agreed upon by the Parties hereto. Neither Party shall be required to attend the Closing. Instead, the Closing may take place by means of escrow arrangement pursuant to which each part shall deliver to Closing Agent all fully executed documents and funds required by this Agreement, together with any desired escrow instructions that are not inconsistent with this Agreement.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect, unless specifically modified herein.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment to said Contract as of the date set forth hereinbelow with each such signature.

Signatures appear on the following pages

Seller Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

SELLER

ST. LUCIE COUNTY, a political subdivision of the State of Florida

By: _____
County Administrator

Date: 10/19/21

Witness:
~~**ATTEST:**~~

Approved as to form and legality for the use and Reliance of St. Lucie County, Florida, only.

Kellie Hais
~~**Deputy Clerk**~~

By: Caroline Valentin
Asst. **County Attorney**

Buyer Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

BUYER:

WITNESSES:

BLUE MCNEIL TWO LLC,
A Florida limited liability company

By: _____
Shawn Wilson, as
Manager

Date: 10/7/21

Blue Sky Communities
5300 West Cypress Street
Suite 200
Tampa, Florida 33607

October 1, 2020

NOTICE OF EXTENSION OF DATES IN PURCHASE AND SALE AGREEMENT

St. Lucie County Administrator
2300 Virginia Avenue
Fort Pierce FL 34982
Via email: hancej@stlucieco.org, wesloskid@stlucieco.org

With copy to:
St. Lucie County Attorney
2300 Virginia Avenue
Fort Pierce FL 34982

Re: Date Extensions to Contract for Purchase and Sale of Real Property by and between the ST. LUCIE COUNTY, FLORIDA a political subdivision of the State of Florida ("Seller") and BLUE MCNEIL TWO, LLC, a Florida limited liability company ("Buyer") executed July 11th 2019 for the purchase of a tract of land located in St. Lucie County, Florida, as Amended October 22, 2019 (the "Contract")

Ms. Hance,

Please allow this letter to serve as notice that the Buyer applied for FHFC Funding as required by the Contract and was not selected for funding.

Per Section 7(c) of the Contract, Buyer is hereby extending the FHFC Funding Approval Date to July 31, 2021 and extending the Closing Date to December 31, 2021.

Sincerely,
BLUE MCNEIL TWO LLC, a Florida limited liability company

Shawn Wilson
_____
Shawn Wilson, Manager of Manager

C19-05-602

AMENDMENT TO CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

SELLER: **ST. LUCIE COUNTY, FLORIDA a political subdivision of the State of Florida**

BUYER: **BLUE MCNEIL TWO, LLC, a Florida limited liability**

RE: **Amendment to Contract for Purchase and Sale of Real Property by and between the above Seller and Purchaser executed July 11th 2019 for the purchase of a tract of land located in St. Lucie County, Florida (the "Contract")**

WHEREAS, Seller and Buyer have heretofore entered into the above-referenced Contract; and

WHEREAS, Seller and Buyer Purchaser have agreed to amend the "Contract" upon the terms and conditions set forth herein.

THEREFORE, Seller and Buyer agree that the Contract is amended as follows:

1. Section 2. **Purchase Price**. is amended as follows:

Buyer agrees to pay to Seller at Closing (as defined below), as the full purchase price (the "Purchase Price") for the Property, the sum of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS ($700,000.00), and other consideration as herein provided. The Purchase Price shall be paid in full at the Closing by Buyer to Closing Agent (as defined below), by wire transfer of immediately available funds to an escrow account and Closing Agent shall, in turn, pay to Seller the net proceeds due Seller from this sale, after adjustments, prorations and expenses provided for in this Agreement, by wire transfer of immediately available funds to a bank account designated by Seller.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect, unless specifically modified herein.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment to said Contract as of the date set forth hereinbelow with each such signature.

Signatures appear on the following pages

Seller Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

SELLER

ST. LUCIE COUNTY, a political subdivision of the State of Florida

By: _____
Chair
Board of County Commissioners

Date: 10/22/19

ATTEST:

_____
Deputy Clerk

Approved as to form and legality for the use and Reliance of St. Lucie County, Florida, only.

By: _____
County Attorney

Buyer Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

BUYER:

WITNESSES:

BLUE MCNEIL TWO LLC,
A Florida limited liability company

By: Blue McNeil Two M, LLC
Its Manager

Shawn Wilson, Manager of Manager

PURCHASE AND SALE AGREEMENT
(McNeil Road Phase 2) C19-05-602

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between the **ST. LUCIE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Seller"), and **BLUE MCNEIL TWO, LLC**, a Florida limited liability company, or permitted assigns ("Buyer"). Seller and Buyer may be referred to separately as "Party" and collectively as "Parties" in this Agreement.

RECITALS

Seller seeks to sell one (1) vacant parcel of real property (the "Property") located in Fort Pierce, Florida, located on McNeil Rd at Portofino Landings Blvd. The Property is described and depicted on Exhibit "A", attached hereto and incorporated herein, and also includes any and all easements, rights of way, privileges, licenses, appurtenances, entitlements, and any other rights, privileges, and benefits belonging to Seller and/or running with the land.

Seller seeks to have the Property developed into an affordable housing community to increase the inventory of safe, affordable housing available to serve low and moderate income households within St. Lucie County.

Buyer desires to purchase the Property for the purpose of constructing an affordable housing community. The planned affordable housing communities will consist of approximately 94 units and approximately 2,000 square feet of Clubhouse area. Buyer's overall plan for the affordable housing community to be constructed on the Property shall be generally consistent with Buyer's response to RFQ No. 19-007, submitted to Seller on December 21, 2018. Buyer's plan is referred to in this Agreement as the "Development."

Buyer is an affiliate of Blue Sky Communities, LLC ("Blue Sky") and was formed by Blue Sky for the sole purpose of Developing and Owning the Development.

The total cost of the Development is expected to be approximately $18,000,000.

In order to obtain the funds needed for the Development, Buyer intends to seek financing from Florida Housing Finance Corporation ("FHFC"). In addition to the FHFC, Buyer may seek funding through programs offered by or administered by Seller.

Buyer has successfully demonstrated its ability to revitalize disadvantaged areas through constructing housing developments, and Seller, therefore, desires to sell and convey the Property to Buyer for the purpose of constructing the Development upon and subject to the terms and conditions of this Agreement.

AGREEMENT

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller, Buyer and Seller hereby represent, warrant, covenant and agree as follows:

1. **Sale and Purchase**.

(a) Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the Purchase Price (defined below), subject to the terms and conditions set forth in this Agreement. RFQ No. 19-007 is hereby made a part hereof and incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and RFQ No. 19-007, the terms and conditions of this Agreement shall control.

(b) Seller shall convey the Property to Buyer as described in this Agreement subject to the Permitted Exceptions (as defined below).

2. **Purchase Price.** Buyer agrees to pay to Seller at Closing (as defined below), as the full purchase price (the "Purchase Price") for the Property, the sum of TEN AND NO/100 DOLLARS ($10.00), and other consideration as herein provided. The Purchase Price shall be paid in full at the Closing by Buyer to Closing Agent (as defined below), by wire transfer of immediately available funds to an escrow account and Closing Agent shall, in turn, pay to Seller the net proceeds due Seller from this sale, after adjustments, prorations and expenses provided for in this Agreement, by wire transfer of immediately available funds to a bank account designated by Seller.

3. **Earnest Money**. This Agreement shall be effective as of the last date signed by both Buyer and Seller (the "Effective Date"). Within two (2) business days following the Effective Date of this Agreement, Buyer shall deposit in escrow with Nelson Mullins Broad and Cassel (hereinafter alternatively referred to as the "Escrow Agent" and/or the "Closing Agent", as the context requires), the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) as an earnest money deposit (the "Earnest Money"). The Earnest Money shall be held and disbursed by the Escrow Agent in accordance with the terms of this Agreement. In the event the transaction contemplated by this Agreement is closed, the Earnest Money shall be applied to the Purchase Price. In the event the transaction contemplated by this Agreement is not closed, the Earnest Money shall be disbursed in accordance with the provisions of this Agreement. In the event the Earnest Money is not deposited with the Escrow Agent within the time required by this Agreement, Seller may, in its discretion, elect at any time to terminate this Agreement.

4. **Due Diligence Items**. Within seven days of the Effective Date, Seller shall provide to Buyer copies of any surveys, studies, plans, reports, drawings, permits, or similar materials in Seller's possession ("Seller Due Diligence Items").

5. **Title Commitment and Survey**.

(a) Within sixty (60) days from the Effective Date, Buyer shall, at its expense, obtain a Commitment for an Owner's policy of Title Insurance ("Title Commitment") from Fidelity Title Insurance Company or another title insurer approved by the Parties (the "Title Company"), through Closing Agent as title agent, setting forth the status of the title of the Property.

(b) Within ninety (90) days from the Effective Date, Buyer shall, at its expense, obtain a survey ("Survey") of the Property by a professional land surveyor licensed in the State of Florida. Buyer shall cause the Survey to provide or include all of the following: (i) an accurate

legal description of the Property; (ii) a depiction of all improvements, visible evidence of easements in use, evidence of boundaries, all easements, and any encroachments or overlaps; and (iii) certify the gross area of the Property to the 00/10 sq. ft.

(c) If the Title Commitment and/or the Survey disclose any matters which render title to the Property unmarketable or is otherwise unacceptable to Buyer, then Buyer shall give Seller written notice thereof within fifteen (15) days after receipt of the Title Commitment and Survey (the "Objections Letter"), specifying those matters shown on the Title Commitment or Survey which render title unmarketable or are otherwise unacceptable to Buyer and to which Buyer objects (the "Objections"). All matters shown on the Title Commitment or Survey which are not made the subject of the Objections Letter shall be "Permitted Exceptions."

(d) In the event any items are referenced in the Objections Letter which are (i) monetary judgments against Seller, (ii) monetary claims of lien, mortgages, judgment liens, or fines against the Property arising from Seller's activities, or (iii) any consensual monetary lien executed by Seller, (iv) other matters arising due to Seller's activities on the Property, and not arising through Buyer or any prior owner or occupant of the Property, and curable by the payment of money, without resort to litigation, or (v) City of Fort Pierce imposed code enforcement liens, fines, judgment liens, or other monetary claims which have been filed or imposed against the Property which Seller has the power and authority to release or terminate or cause to be released or terminated (the "Mandatory Exceptions") from the Property by taking the actions necessary to have the Mandatory Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Mandatory Exceptions are removed from the Title Commitment, or paid from Seller's proceeds at Closing.

(e) The provisions of this subsection (e) apply to all Objections raised by Buyer, other than the Mandatory Exceptions. Seller shall have no obligation to cure any Objection to Title Commitment or the Survey; however, if Buyer gives its Objections Letter within the time period specified above, Seller, at its option, in its sole and absolute discretion, shall have the right to attempt to cure any title or Survey Objection properly and timely made by Buyer if Seller elects to do so. In the event Seller is unable or elects not to cure any title or Survey Objection properly and timely made by Buyer, Seller may so notify Buyer ("Seller's Title Response"), within thirty (30) days of Seller's receipt of the Objections Letter, and Buyer shall have the right, within thirty (30) days of Buyer's receipt of Seller's Title Response, or within sixty (60) days of the date of Buyer's Objection Letter if Seller has not timely provided a Seller's Title Response, to either (i) terminate this Agreement and, upon such termination, the Earnest Money shall be returned to the Buyer and this Agreement shall terminate except for the rights, obligations and liabilities of the Parties that expressly survive the termination of this Agreement, or (ii) waive any and all title or Survey Objections and proceed to Closing.

(f) In the event Seller does not timely respond to Buyer's Objections Letter, Seller shall be deemed to elect not to cure any title or Survey Objections, and Buyer has the option to exercise 5 (e) (i) or (ii) hereinabove. Notwithstanding anything herein to the contrary, Seller shall not be required to cure any of Buyer's Objections to title or the Survey other than the Mandatory Exceptions.

(g) Buyer may elect to obtain, at its expense, updates to the Title Commitment at any time prior to Closing. If such an update reveals any matter encumbering the Property rendering title unmarketable, or otherwise unacceptable to Buyer, not appearing on the original Title Commitment or Survey, then Buyer shall give Seller written notice thereof within fifteen (15) days after receipt of such updated Title Commitment, specifying such matters shown on the Title Commitment which render title unmarketable or are otherwise unacceptable to Buyer and to which Buyer objects ("New Objections"). All matters shown on any updated Title Commitment which are not made the subject of the New Objections shall be included within the definition of "Permitted Exceptions." Buyer shall not be entitled to object to matters of title or survey caused by or arising from or through Buyer.

(i) Seller shall have no obligation to cure any objection to title other than Mandatory Exceptions; however, if Buyer gives notice of New Objections within the time period specified above, Seller, at its option, in its sole and absolute discretion, shall have the right to attempt to cure any title objection properly and timely made by Buyer if Seller elects to do so. In the event Seller is unable or elects not to cure any New Objection properly and timely made by Buyer, Seller may so notify Buyer, within thirty (30) days of Seller's receipt of the New Objections and Buyer shall have the right, within thirty (30) days of Buyer's receipt of Seller's notice electing not to cure any New Objections, or within sixty (60) days of the date of Buyer's notice of New Objections if Seller has not timely provided a response to Buyer's notice of New Objections, to either (y) terminate this Agreement and, upon such termination, the Earnest Money shall be returned to the Buyer and this Agreement shall terminate except for the rights, obligations and liabilities of the Parties that expressly survive the termination of this Agreement, or (z) waive any and all title objections and proceed to Closing.

(ii) In the event Seller does not timely respond to Buyer's notice of New Objections, Seller shall be deemed to elect not to cure any title objections and Buyer shall have the option to exercise 5 (g) (i) (y) or (z) hereinabove. Notwithstanding anything herein to the contrary, Seller shall not be required to cure any of Buyer's objections to title other than the Mandatory Exceptions.

(h) Buyer may elect to obtain, at its expense, updates to the Survey at any time prior to Closing. In the event Buyer's update of the Survey reveals new matters not revealed by the original Survey or the Title Commitment, rendering title unmarketable or matters otherwise unacceptable to Buyer, the same notice and cure rights as set forth above relating to title shall apply to any such new Survey matters, including Buyer's right to terminate this Agreement as set forth above. However, Buyer shall not be entitled to object to matters of title or survey caused by or arising from or through Buyer.

(i) The Property shall be subject to deed restrictions, restrictive covenants or other applicable legal agreements to ensure compliance with an affordable housing set aside requirement. If permitted by all applicable lenders and tax credit investors, such restrictive covenants shall not be terminable upon foreclosure by a lender holding a mortgage lien on the Property in connection with Buyer's financing, including construction and permanent loans except such restrictive covenants may be terminated by a foreclosure judgment obtained by the holder of the first mortgage on the Property in a foreclosure proceeding commenced no earlier than ten (10) years following issuance of certificates of occupancy for all contemplated improvements on the

Property. Buyer acknowledges and agrees that the foregoing restrictions in the deed or separate restrictive covenant shall be Permitted Exceptions.

(j) At Buyer's request, Seller will waive the automatic mineral interest reservation it enjoys pursuant to Section 270.11, Florida Statutes.

6. **Due Diligence Period**.

(a) Buyer shall have a nine-month period beginning on the Effective Date (the "Due Diligence Period") during which time Buyer and its employees, agents, contractors, engineers, surveyors and representatives (collectively, "Consultants") shall have the right to enter the Property to make inspections, surveys, soil analysis and other non-invasive tests, studies and surveys, including without limitation, environmental tests, and analysis and studies within the Property, provided Buyer has given Seller reasonable prior notice in each instance. Seller may, at its election, have a representative or agent present during Buyer's or Consultants' access of the Property. Seller and its agents and representatives shall reasonably cooperate with Buyer and the Consultants in connection with any test or inspection. Notwithstanding the foregoing, Buyer may engage an environmental engineering firm to perform Phase I and, if reasonably necessary, Phase II environmental studies of the Property. However, if any such test or study requires test boring(s) or other intrusions into the Property or which testing would otherwise damage or disturb any portion of the Property or any existing infrastructure or improvements (collectively, the "Improvements") thereon, Buyer shall obtain Seller's prior written consent thereto, which consent will not be unreasonably withheld. If Seller approves any such testing, by any Consultant, Buyer shall be responsible for, and shall dispose of, all such test samples in accordance with applicable law at no cost or liability to Seller. Buyer shall provide to Seller copies of any and all independent tests, studies or test results obtained after the Effective Date and relating to the Property as soon as practical after Buyer's receipt thereof.

(b) In accessing the Property to perform tests and studies as permitted under this Section, Buyer shall not interfere unreasonably with Seller or Seller's agents. Buyer shall bear the cost of all inspections or tests undertaken by the Consultants and shall be responsible for properly disposing of any wastes generated by those tests. The Property shall be restored by Buyer or the Consultants to substantially the same condition as of the Effective Date, at Buyer's or the Consultants' sole expense following any site work by Buyer or any Consultant.

(c) To the fullest extent permitted by law, Buyer hereby indemnifies, exonerates, releases, will defend and hold harmless Seller, and its affiliates, successors and assigns, and their officers, elected and unelected officials, directors, attorneys, insurers, employees, agents, from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, suits, fines, penalties, costs or expenses (including but not limited to reasonable consultants and attorneys' fees, or injuries to any persons or property) (collectively, "Claims") arising out of or resulting from (a) acts or omissions of Buyer or its Consultants arising in any way from or relating to the Property; (b) the use, occupancy and presence of Buyer or its Consultants, within the Property; and (c) any liens, charges or other encumbrances which may be filed or asserted against the Property due to the failure of Buyer to pay when due all bills incurred, arising from Buyer or its Consultant's access to the Property (collectively, the "Indemnity Scope"). Buyer's obligations under this indemnification provision shall survive any expiration or termination of this Agreement.

This obligation to indemnify, exonerate, release, defend and hold harmless includes, without limitation, third-party Claims for contribution, reasonable attorneys' fees, Claims for injury or alleged injury of any kind to any persons (including, but not limited to, death) and for any violation or alleged violation of any federal, state or local environmental, health or safety laws or any "release" or "threatened release" of any "hazardous substance" (as such term is defined hereinbelow) arising from or in any way connected to the Indemnity Scope. Seller shall provide written notification to Buyer within three (3) business days of Seller obtaining knowledge of any such Claim, and Buyer may, at its option, engage legal counsel of its choice to defend and represent Buyer with regard to any such Claim.

(d) Buyer shall obtain (or cause its contractor or consultant to obtain), at Buyer's sole cost and expense, from and after the Effective Date, a policy of commercial general liability insurance covering any and all liability of Buyer with respect to or arising out of any investigative activities conducted by or on behalf of Buyer. Such policy of insurance shall be an occurrence policy and shall have liability limits of not less than One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. Such insurance policy shall name Seller and its successors and assigns as an additional insured and shall be in form and substance and issued by an insurance company reasonably satisfactory to Seller. Buyer shall keep the Property free and clear of any construction liens, mechanics' liens or materialmen's liens related to Buyer's right of inspection and Buyer's activities contemplated by this Agreement.

(e) If, prior to the end of the Due Diligence Period, Buyer finds any information or conditions relating to the Property that are objectionable to Buyer, in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller by no later than the end of the Due Diligence Period and, in such case, the Earnest Money shall be refunded promptly to Buyer. Upon such termination, neither Seller nor Buyer shall have any further rights, obligations or liabilities under or in connection with this Agreement, except for the rights, obligations and liabilities of the Parties that expressly survive the termination of the Agreement.

(f) Seller covenants that Seller shall maintain the Property substantially in its current condition until Closing.

7. **Closing and Financing Timeline, Buyer's Obligations Pending Closing.**

(a) Subject to extensions, and provided that all conditions precedent to the Parties' obligations to close set forth in this Agreement have been satisfied or waived in writing, the closing of the transaction contemplated by this Agreement (the "Closing") shall be held on or before the earlier of (a) December 31, 2020, or (b) six (6) months after final non-appealable approval of the FHFC Funding (defined below) (the "Closing Date"), and shall be on a date selected by the Buyer but with no less than thirty (30) days advance written notice thereof to Seller. The Closing shall take place at the offices of Closing Agent, or at the office designated by the lender providing Buyer's Construction Financing (as defined below), at such time of day as may be mutually agreed upon by the Parties hereto. Neither Party shall be required to attend the Closing. Instead, the Closing may take place by means of an escrow arrangement pursuant to

which each Party shall deliver to Closing Agent all fully executed documents and funds required by this Agreement, together with any desired escrow instructions that are not inconsistent with this Agreement.

(b) Buyer shall use commercially reasonable efforts to secure financing (the "Construction Financing") in sums sufficient to purchase the Property and construct the Development. Buyer shall apply for FHFC funding in any FHFC RFA that Buyer deems appropriate (the "FHFC Funding"). Buyer may also apply for other funding in order to finance the Development. In the event that Buyer is unable to secure a non-appealable written notice of approval of the FHFC Funding by July 31, 2020 ("FHFC Funding Approval Date"), and either (a) the Development has been tentatively selected for Funding by the FHFC Board of Directors; or (b) Buyer has filed a petition under Section 120 in an attempt to win the FHFC Funding, then the FHFC Funding Approval Date shall be extended until the FHFC Board provides non-appealable written notice of approval of the Development, but no longer than 120 days.

(c) In the event that on October 1, 2020, Buyer has applied for but not been tentively selected for nor received a non-appealable written notice of approval for FHFC Funding, then Buyer may extend the FHFC Funding Approval Date and the Closing Date to July 31, 2021 and December 31, 2021 respectively.

(d) Buyer will provide Seller with a copy of such FHFC applications contemporaneously with submittal. If Buyer fails to make such applications to the FHFC, then Buyer will be in default and Seller may, in its sole and absolute discretion, terminate this Agreement and the Earnest Money will be delivered to Seller. Upon such termination, neither Seller nor Buyer shall have any further rights, obligations or liabilities under or in connection with this Agreement, except for the rights, obligations and liabilities of the Parties that expressly survive the termination of this Agreement.

(e) Buyer acknowledges that because the Seller is a governmental entity, so long as Seller owns the Property, no construction or similar lien otherwise arising under Chapter 713, Florida Statutes, shall be applicable to the Property. Buyer shall so advise any of its contractors or representatives, in writing, and in any agreement between Buyer and any contractor or supplier that any such potential lienor shall have no lien rights against the Property based on services or materials supplied to Buyer or to any, person, firm or entity associated with the Property. It is expressly agreed and understood between the Parties that nothing in this Agreement shall ever be construed as empowering Buyer to encumber or cause to be encumbered the title or interest of Seller in the Property in any manner whatsoever. In the event that regardless of this prohibition any person, furnishing or claiming to have furnished labor or materials at the request of Buyer or of any person claiming by, through or under Buyer shall file a lien against the Property, Buyer, within thirty (30) days after being notified thereof, shall cause said lien to be satisfied of record or the Property released therefrom by the posting of a bond or other security as prescribed by law, or shall cause same to be discharged as a lien against the Property by an order of a court having jurisdiction to discharge such lien. In the event the lien is not discharged as required above, Seller may advance funds necessary to discharge the lien and recover any amounts so paid and costs and reasonable attorneys' fees incurred, from Buyer.

8. **Closing Obligations**.

(a) The Parties will execute and deliver documents reasonably necessary to consummate the sale-purchase transaction of the Property contemplated by the Agreement, including without limitation:

(i) A special warranty deed ("Deed"), in form approved by Seller and acceptable to the Title Company, subject only to the Permitted Exceptions;

(ii) A closing statement executed by all Parties evidencing the financial terms of the transaction ("Closing Statement");

(iii) Duly executed certificate of Seller stating Seller's U.S. Taxpayer Identification Number, and that Seller is not a "foreign person" within the meaning of the Internal Revenue Code for the purposes of substantiating exemption from the withholding provisions of the Tax Reform Act of 1984;

(iv) Instruments in form and substance satisfactory to Seller evidencing the status, capacity and authority of Buyer and its representatives to consummate the transaction contemplated by this Agreement; and

(v) Other documents or certifications reasonably requested by Seller, Buyer or the Title Company, including Seller's No-Lien, Gap and Possession Affidavit sufficient to have the standard exceptions deleted from the to-be-issued owner's and lenders' title insurance policies and all such municipal resolutions authorizing the subject transaction.

(vi) A general assignment of any and all rights, licenses, development rights, contracts, and plans of Seller which pertain to the Property.

(b) Buyer, at Buyer's sole cost and expense, shall deliver or cause to be delivered to Seller through Closing Agent, wired funds, in an amount equal to the Purchase Price minus the Earnest Money and adjusted by the amount of any credits due or any items chargeable to Buyer under this Agreement, all as set forth on the Closing Statement.

(c) Seller shall be responsible for the payment of the following items prior to or at the time of Closing: (i) recording costs for all documentation necessary to cure any title defects as may be required by this Agreement, and (ii) its own legal fees.

(d) Buyer shall pay all closing expenses of any kind which Seller has not agreed to pay pursuant to this Agreement, including, without limitation, Buyer shall be responsible for the payment of the following items prior to or at the time of Closing, (i) all recording fees payable in connection with the transfer of the Property; (ii) any documentary stamp tax due in connection with the recording of the Deed; (iii) all title premiums or search charges for the Title Commitment and title policies, (iii) the costs of any Survey obtained by Buyer, (iv) all financing expenses; (v) all development approval costs incurred by Buyer, and (vi) its own legal fees.

(e) There shall be no proration of any ad valorem or other taxes and assessments, if any, relating to the Property, and Seller will not be responsible for any ad valorem taxes or any assessments.

(f) Buyer shall notify all utility companies that as of the date of Closing, Buyer shall own the Property and, if not previously done pursuant to Buyer's duties set forth in Section 7(c), that all utility bills are to be sent to Buyer. Seller will pay all charges for such utility charges which have accrued on or prior to the Buyer's Maintenance Commencement Date.

(g) Subject to the Permitted Exceptions and the other matters described herein, Seller shall deliver possession of the Property to Buyer on the date of Closing.

(h) Buyer shall have closed on the Construction Financing contemporaneously with the Closing, and the Construction Financing must be sufficient to permit Buyer to construct the Development. In addition, Buyer shall have provided Seller with (i) a copy of the construction contract for the improvements intended to be constructed on the Property, (ii) written evidence that the general contractor is duly licensed in the State of Florida, and (iii) copies of the general contractor's payment and performance bonds, on which, if requested by Seller, Seller shall be named as an additional obligee on the Multiple Obligee Rider, ensuring completion of the Development, each in an amount not less than the aggregate cost of constructing all intended improvements, less amounts covered by subcontractor bonds, provided that 100% of the construction costs are bonded in aggregate.

9. **Closing Conditions**. The obligations of Buyer to pay the Purchase Price and to perform Buyer's other obligations at the Closing under this Agreement are and shall be subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

(a) The title company shall be able to deliver at Closing an ALTA Owner's Title Insurance Policy ("Title Policy") or a marked-up title commitment insuring title of the Property to be in the name of the Buyer as of the time and date of Closing in the amount of the Purchase Price, and excepting no matters other than the Permitted Exceptions;

(b) All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same effect as if made on and as of such date;

(c) At Closing, there shall be no material adverse change in the physical condition of the Property that has arisen or occurred after the expiration of the Due Diligence Period, which condition would materially and adversely affect the development and construction of the Development (an "Adverse Change"). The parties acknowledge and agree that an Adverse Change is limited to the physical condition of the Property and may include, but is not limited to, the presence of any Hazardous Substances (hereinafter defined) created by Seller, Seller's removal of fill or soil, removal or addition of underground improvements, sink holes and other similar changes in the physical condition of the Property that materially and adversely affect the development and construction of the Development.

If any of the foregoing conditions benefiting the Buyer have not been satisfied as of the Closing Date, and Seller is not otherwise in default hereunder (in which event the provisions of Section 14 shall control), then Buyer may, in Buyer's sole discretion: (i) terminate this Agreement by delivering written notice to the Seller, whereupon the Earnest Money shall be returned to Buyer and the Parties shall be released from any further liability or obligation hereunder, except for those rights and obligations which specifically survive termination hereunder; or (ii) the Buyer may waive such unsatisfied condition and elect to close, notwithstanding the non-satisfaction of such condition(s).

10. **Seller's Covenants.**

(a) From and after the Effective Date, Seller shall (i) maintain the Property in its present condition, (ii) not enter into any leases for the Property without Buyer's prior written consent, (iii) not enter into any long-term service or maintenance contracts regarding the Property, without Buyer's prior written consent, (iv) not take any voluntary action which results in a New Objection. As used herein, "long-term" shall mean any service or maintenance contract that cannot be terminated upon thirty (30) days' notice.

(b) In its capacity as the owner of the Property, Seller agrees, at no cost to Seller, to cooperate fully with Buyer with respect to Buyer's efforts to obtain approval of any platting, zoning, permits, site planning and other licenses and approvals required by Buyer in connection with Buyer's intended use of the Property, and upon receipt of written request therefor Seller agrees to promptly execute, acknowledge, and deliver such applications, dedications, grants, plats, documents, instruments, and consents as may be reasonably required to obtain approval, provided that same shall not (a) adversely affect the marketability and insurability of the Property as it existed before entering into such documents, (b) adversely affect the value, permitted uses or zoning of the Property or (c) cause any default or breach under any existing covenant affecting the Property. Nothing in this Agreement shall be deemed to obligate the Seller to approve any application submitted by Buyer or any of its affiliates, and nothing in this Agreement shall be deemed to limit or in any way restrict the Seller's exercise of its regulatory authority.

11. **Representations and Warranties.**

(a) Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(i) Seller has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and the other agreements and documents to be executed and delivered by Seller pursuant to the provisions of this Agreement have been duly authorized by all necessary municipal action on the part of Seller.

(ii) To the best of Seller's knowledge, it has good and marketable fee simple title to the Property. Seller has not entered into any agreement to sell, or otherwise dispose of its interest in the Property or any part thereof. To the best of Seller's knowledge, no person, firm, corporation or other entity has any right or option to acquire the Property, or any part thereof, from Seller, other than Buyer as herein provided. While this Agreement is in effect and prior to

the Closing, Seller will not voluntarily convey, transfer or encumber the Property or any part thereof or any interest therein.

(iii) Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(iv) To Seller's knowledge, there are no pending or threatened condemnation or similar proceedings to take any portion of the Property by power of eminent domain.

(v) This Agreement has been duly executed and delivered on behalf of Seller and is a legal, valid, and binding obligation of Seller enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(vi) To Seller's knowledge, there are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or, to Seller's knowledge, threatened or proposed in any manner, or any circumstances which should or could reasonably form the basis of any such action, suit, proceeding or investigation, involving Seller or any of its properties or assets, other than a suit by Seller to quiet title, that: (i) questions the validity of this Agreement; or (ii) seeks to delay, prohibit or restrict in any manner any action taken or contemplated to be taken by Seller under this Agreement.

(vii) Other than as disclosed in the Due Diligence Items, to Seller's knowledge, during Seller's ownership of the Property, Seller has not received any written notice from a governmental authority that there are any Hazardous Substances (hereinafter defined) on the Property in violation of any applicable statutes, ordinances or regulations.

(viii) To the best of Seller's knowledge, the Property is not subject to any leases, occupancy or use agreements, is free and clear of all tenants, and that there are no parties in possession of the Property.

(b) Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(i) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has the power and authority to carry on its business as now being conducted and to own and operate the properties and assets now owned and being operated by it.

(ii) Buyer has the requisite legal power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution, delivery and performance of this Agreement and any other agreements and documents to be executed and delivered by Buyer pursuant to the provisions of this Agreement have been duly authorized by all necessary action on the part of Buyer. This Agreement has been duly executed and delivered on behalf of Buyer and is a legal, valid, and binding obligation of Buyer enforceable against it in accordance with its terms,

except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(iii) Neither the execution, delivery or performance of this Agreement by Buyer nor the consummation of any of the transactions provided for in this Agreement will (i) violate or conflict with any provision of the Articles of Organization or the Operating Agreement of Buyer; (ii) result in any breach of or default by Buyer under any provision of any material contract or agreement of any kind to which Buyer is a party or by which Buyer is bound or to which the properties or assets of Buyer is subject; or (iii) is prohibited by, or requires Buyer to obtain or make any consent, authorization, approval, registration or filing under, any statute, law, ordinance, regulation, rule, judgment, decree or order of any court or governmental agency, board, bureau, body, department or authority.

(iv) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or, to Buyer's knowledge, threatened or proposed in any manner, or any circumstances which should or could reasonably form the basis of any such action, suit, proceeding or investigation, involving Buyer or any of its respective properties or assets that: (i) questions the validity of this Agreement; or (ii) seeks to delay, prohibit or restrict in any manner any action taken or contemplated to be taken by Buyer under this Agreement.

(v) Subject to available third party financing on terms acceptable to Buyer, in its sole and absolute discretion, Buyer represents and warrants to the Seller that it will construct the Development generally as described in this Agreement with the majority of residential units within the Development reserved for and affordable to a diverse population of low income persons and families, and Buyer shall restrict the occupancy of a majority of the Units for Low Income persons or families with a total annual anticipated gross income that does not exceed 60% of the area median income (as increased from time to time in accordance with the tax credit program).

(vi) All of Buyer's designers and contractors will comply with all applicable City codes, laws, zoning, rules and regulations, as well as any other applicable government and regulator entities and agencies.

(viii) Buyer shall not sell or convey the Property, or any interest therein, until a Certificate of Occupancy has been issued by the City in accordance with its governmental functions, for the completed Development.

12. **Agents**. Seller and Buyer each represent and warrant to the other that it has not engaged the services of any agent, broker, or other similar party who is seeking a commission in connection with this transaction.

13. **Notices**.

(a) Any notice under this Agreement shall be in writing and shall be deemed to

have been served and received (i) when delivered in person to the address set forth below for the party to whom the notice is given, (ii) within 3 business days if placed in the United States mail, return receipt requested, addressed to such party at the address specified below, (iii) the next business day if deposited into the custody of FedEx Corporation to be sent by FedEx Overnight Delivery or other reputable overnight carrier for next day delivery, addressed to the party at the address specified below, or (iv) upon transmission if electronically transmitted to the party at the email address or telecopy number listed below, provided that the electronic transmission is confirmed by the recipient on the date of the transmission.

Addresses: Seller's Address: St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, FL 34982 hancej@stlucieco.org and WesloskiD@stlucieco.org	<u>Buyer's Address</u> Blue Sky Communities LLC 5300 West Cypress Street Suite 200 Tampa, Florida 33607 Attn: Shawn Wilson, Manager e-mail: swilson@blueskycommunities.com
<u>With a Required Copy to</u>: St. Lucie County Attorney 2300 Virginia Avenue Fort Pierce, FL 34982 <u>Escrow Agent Address</u>: Nelson Mullins 390 North Orange Avenue Suite 1400 Orlando, Florida 32801-4961 Attn: Randy Alligood e-mail: randy.alligood@nelsonmullins.com	<u>With a Required Copy to</u>: Nelson Mullins Broad and Cassel 390 North Orange Avenue Suite 1400 Orlando, Florida 32801-4961 Attn: Randy Alligood e-mail: randy.alligood@nelsonmullins.com

From time to time any Party may designate another address or telecopy number under this Agreement by giving the other party advance written notice of the change.

14. **<u>Termination, Default, and Remedies</u>**.

<u>(a)</u> If this Agreement is not signed by Seller and an executed copy delivered to Buyer within thirty (30) days after the date this Agreement has been signed by Buyer and an executed copy of this Agreement delivered to Seller, then this Agreement will automatically

terminate and be of no further force or effect and the Earnest Money, if any has been delivered to Escrow Agent, will be returned to Buyer.

(b) If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement on or before the date of Closing for any reason other than Seller's prior failure to perform Seller's obligations under this Agreement, or the unavailability of financing (on terms acceptable to Buyer, in Buyer's sole and absolute discretion), then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Buyer on or before the date of Closing and retain the Earnest Money as liquidated damages and not as a penalty or forfeiture, whereupon neither Party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Agreement.

(c) If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement on or before the date of Closing or fails to perform any of Seller's obligations hereunder for any reason other than due to Buyer's prior failure to perform Buyer's obligations under this Agreement, or any of Seller's representations or warranties made hereunder are inaccurate, untrue or incorrect as of the Closing Date as a result of an intentional, deliberate or grossly negligent act of the Seller, then Buyer, at Buyer's option, shall have the right to terminate this Agreement by giving written notice thereof to Seller on or before the date of Closing and receive the return of the Earnest Money and Seller shall reimburse Buyer (but without limiting Buyer's right to receive a refund of the Earnest Money) for its direct and actual out-of-pocket expenses and costs (documented by paid invoices to third parties) in connection with this transaction in an amount equal to the lesser of such documented expenses and costs or fifty thousand and 00/100 dollars ($50,000.00) to be paid within one hundred eighty (180) days of the effective date of termination, and thereafter neither Party hereto shall have any further rights or obligations hereunder except those which expressly survive termination of the Agreement, or in lieu of exercising the option to terminate, Buyer may seek the remedy of specific performance of this Agreement by Seller.

(d) In no event shall Buyer or Seller be liable for any special, indirect, punitive, exemplary, incidental or consequential loss or damages of any nature howsoever caused, and whether based on contract, tort (including negligence), indemnity, strict liability or any other theory of the law.

(e) Prior to either Buyer or Seller declaring a default under this Agreement (other than a default in the nature of the failure of a party to close, for which no cure period shall apply), the non-defaulting party shall send written notice of the default to the defaulting party and to the Escrow Agent. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this Section 14 prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party.

15. **Entire Agreement.** This Agreement (including the statements set forth in the Recitals, and any written addenda or exhibits, all of which are expressly incorporated herein by this reference) shall constitute the entire agreement between Buyer and Seller; no prior written or

prior or contemporaneous oral promises or representations shall be binding. All prior understandings and agreements between the Parties with respect to the subject matter of this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the Parties with respect thereto. This Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.

16. **Successors and Assigns.** Subject to the restrictions on transfer set forth in this Agreement, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance. This Agreement is for the sole benefit of the Parties hereto and no other person or entity shall be a third party beneficiary hereunder.

17. **Assignment.** This Agreement is personal to Seller and Buyer and Buyer shall not be entitled to assign this Agreement, or rights pursuant to this Agreement, without prior written consent of Seller. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the Parties hereto.

18. **Time of the Essence.** Time is of the essence under this Agreement.

19. **Taking Prior to Closing.** If, prior to Closing, the Property or any portion thereof becomes subject to a taking by virtue of eminent domain, Buyer may, in Buyer's sole discretion, either (i) terminate this Agreement and neither Party shall have any further rights or obligations hereunder, or (ii) proceed with the Closing of the transaction with an adjustment in the Purchase Price to reflect the net square footage of the Property after the taking.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

21. **No Prevailing Party Attorneys' Fees**. If any action or proceeding is commenced by either Party to enforce its rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, each Party shall be responsible for its own attorneys' fees and expenses. The provisions of this Section will survive the Closing or the termination of this Agreement.

22. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. **Business Days.** If the date of Closing or the day for performance of any act required under this Agreement falls on a Saturday, Sunday, or legal holiday, then the date of Closing or the day for such performance, as the case may be, shall be the next following regular business day.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

25. **Extensions**. Seller appoints the St. Lucie County Administrator, or his designee, who may in his/her absolute discretion, act on Seller's behalf in connection with any and all actions deemed expedient of Seller as described in this Agreement and that in her discretion, he/she may, on behalf of Seller, elect to extend each and every deadline or any timeframe set forth in this Agreement for any length of time up to a maximum for each time period of one (1) year for any such deadline or time period.

26. **Disclaimer.** Buyer represents and warrants that Buyer will inspect and conduct tests and studies of the Property, and that Buyer will become familiar, in all respects, with the condition of the Property. Buyer represents and warrants that Buyer is acting, and will act only, upon information obtained by Buyer directly from Buyer's own inspection of the Property and that no person acting on behalf of Seller is authorized to make, and that no person has made, any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property except as may be expressly set forth in this Agreement.

27. **As Is, Where is Condition**. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF SELLER'S OFFICERS, DIRECTORS, ELECTED OR UNELECTED OFFICIALS, EMPLOYEES, MEMBERS, PRINCIPALS, OR AFFILIATES NOR ANY OF THEIR AGENTS OR REPRESENTATIVES HAS MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY; (XII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIII) DEFICIENCY OF ANY DRAINAGE; (XIV) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XV) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, SINKHOLE, FLOOD ZONE OR OTHER NATURAL HAZARD; (XVI)

SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XVII) WITH RESPECT TO ANY OTHER MATTER. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS WHERE-IS," AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. SUCH WAIVER INCLUDES, BUT IS NOT LIMITED TO, A WAIVER OF EXPRESS WARRANTIES, IMPLIED WARRANTIES, WARRANTIES OF FITNESS FOR A PARTICULAR USE, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF HABITABILITY, STRICT LIABILITY RIGHTS, AND CLAIMS, LIABILITIES, DEMANDS OR CAUSES OF ACTION OF EVERY KIND AND TYPE, WHETHER STATUTORY, CONTRACTUAL OR UNDER TORT PRINCIPLES, AT LAW OR IN EQUITY.

28. **Hazardous Materials**. If Buyer discovers any hydrocarbon substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for corrective action or affecting the Property (a "Hazardous Substance"), Buyer shall immediately notify Seller, and if such discovery is made after the Closing, Buyer shall cause the condition to be corrected in accordance with applicable law. FROM AND AFTER THE CLOSING, BUYER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, APPOINTED OFFICIALS, AND AGENTS (COLLECTIVELY, "SELLER ENTITIES") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, INVESTIGATORY EXPENSES, CLEAN-UP COSTS AND REASONABLE ATTORNEY'S FEES OF WHATEVER KIND OR NATURE (COLLECTIVELY, "CLAIMS") ARISING FROM OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OTHER ASPECT OF THE PROPERTY, NO MATTER WHETHER EARLIER DISCOVERABLE OR NOT AND ANY EFFORT OF BUYER AND/OR BUYER'S CONTRACTORS TO CORRECT THE SAME. THIS INDEMNIFICATION DOES NOT APPLY TO THE EXTENT ANY INDEMNIFIED MATTERS ARE CAUSED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF SELLER OR ANY SELLER ENTITIES. Buyer's obligations of indemnity set forth herein shall survive the Closing and shall not be merged with the Deed.

29. **Waiver of Trial By Jury**. BUYER AND SELLER HEREBY AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NEITHER OF THEM MAY

SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

30. **Sovereign Immunity**. Seller is a political subdivision of the State of Florida, and entity, whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing in this Agreement shall be construed to extend the liabilities of Seller beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of Seller's sovereign immunity under any applicable provision of Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

31. **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

32. **Escrow Agent**. The escrow of the Earnest Money shall be subject to the following provisions:

(a) Duties and Authorization. The payment of the Earnest Money to the Escrow Agent is for the accommodation of the Parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The Parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Agreement or the Earnest Money becomes involved in litigation, to deposit the Earnest Money with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Earnest Money with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

(b) Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

(c) Interest Bearing Account. Escrow Agent will place the Earnest Money into an interest bearing account if Buyer so directs and provides Escrow Agent with any documentation reasonably required by Escrow Agent, including without limitation a W-9 for Buyer.

(d) Seller acknowledges that Escrow Agent is also Buyer's counsel in this transaction, and Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Agreement.

Signatures appear on the following pages

Seller Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

SELLER

ST. LUCIE COUNTY, a political subdivision of the State of Florida

By: Cathy Dawsen
Vice **Chair**
Board of County Commissioners

Date: 7-11-19

ATTEST:

Deputy Clerk

Approved as to form and legality for the use and Reliance of St. Lucie County, Florida, only.

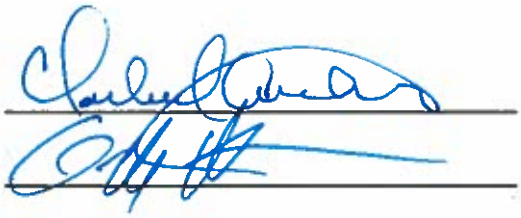
By:
Asst **County Attorney**

Buyer Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

BUYER:

WITNESSES:



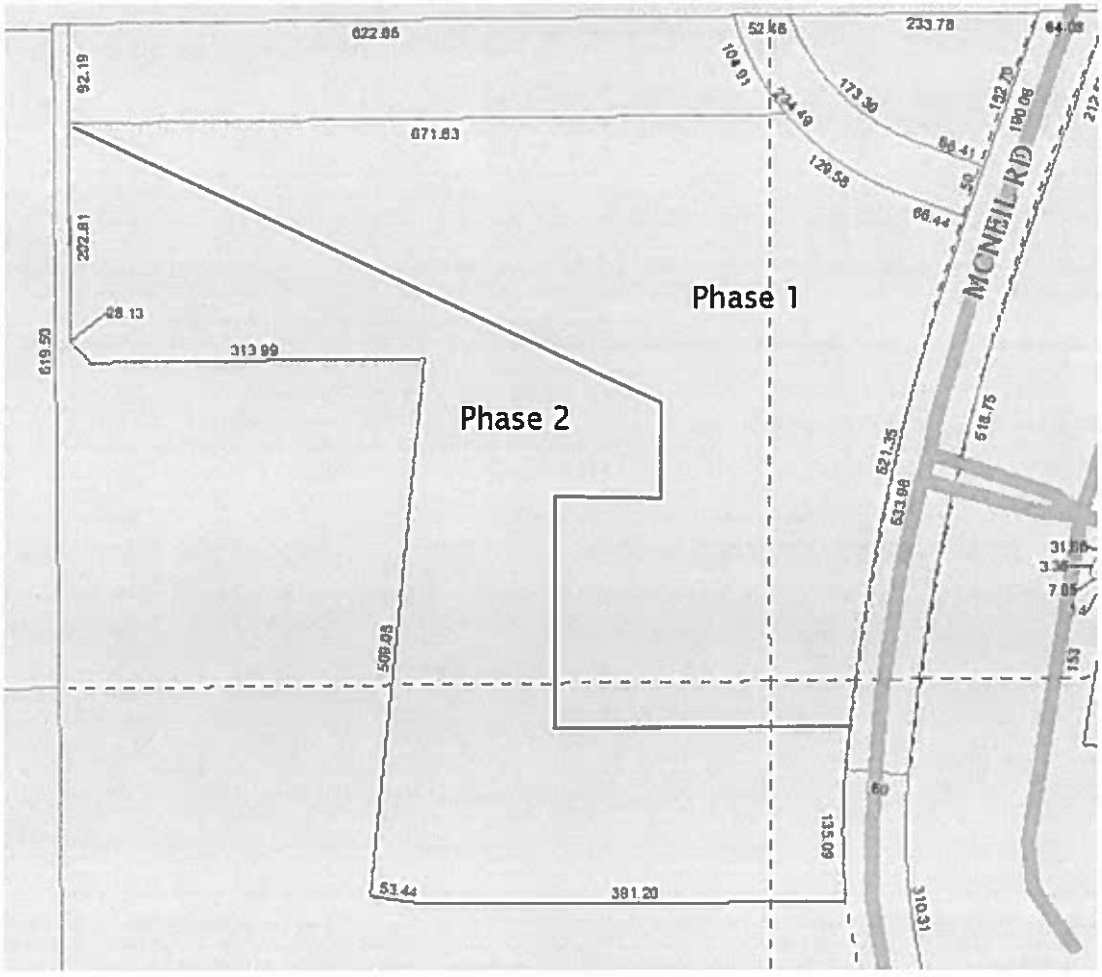
BLUE MCNEIL TWO LLC,
A Florida limited liability company

By: _____
Shawn Wilson, as Manager

Date: 6/18/19

EXHIBIT "A"
DEPICTION AND DESCRIPTIONS OF PROPERTY

A portion of property ID# 2419-211-0004-000-8 according the property records of St. Lucie County, Florida, designated as Phase ~~1~~2 on the sketch below.



Attachment D

SEAN MITCHELL
Chairman

ST. LUCIE COUNTY
BOARD OF COUNTY
COMMISSIONERS

SEAN MITCHELL
CHAIRMAN
DISTRICT 2

FRANNIE HUTCHINSON
VICE-CHAIR
DISTRICT 4

CHRIS DZADOVSKY
DISTRICT 1

LINDA BARTZ
DISTRICT 3

CATHY TOWNSEND
DISTRICT 5

HOWARD N. TIPTON
COUNTY ADMINISTRATOR

DAN MCINTYRE
COUNTY ATTORNEY

MAILING ADDRESS
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982

PHONE
(772) 462-1412

TDD
(772) 462-1428

FAX
(772) 462-2131

E-MAIL
MITCHELLSE@STLUCIECO.ORG
CARONS@STLUCIECO.ORG

WEBSITE
WWW.STLUCIECO.GOV

November 19, 2021

Mr. Nicholas C. Mimms, P.E., ICMA-CM, City Manager
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Consent to Request by Blue McNeil One, LLC for Designation of Property Located at 100 Blue Sky Circle, Fort Pierce, Florida 34947, Parcel ID Number 2419-211-0004-000-8, as a Green Reuse Area Pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act

Dear Mr. Mimms:

Please be advised that St. Lucie County, Florida (the "County"), the owner of the above-referenced site (the "Subject Property"), has entered into a Ground Lease Agreement with Blue McNeil One, LLC ("Blue McNeil") for construction of a new affordable housing development at the Subject Property. For purposes of such development, Blue McNeil has control of the Subject Property and is authorized to seek and obtain all necessary approvals. To that end, the County understands that Blue McNeil is filing a request for designation of the Subject Property as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act and confirms that it consents to the designation. Thank you.

Sincerely,

Sean Mitchell
Chair, St. Lucie County Board of County Commissioners

cc: Blue McNeil One, LLC
Michael R. Goldstein, Esq., Environmental Counsel for Blue McNeil One, LLC

Attachment E

PERM SOURCES	Amount	Per Unit	Percent	
1st Mortgage	3,750,000	45,732	17.62%	
CDBG DR	8,000,000	97,561	37.58%	
HC Equity	9,285,482	113,238	43.62%	
Deferred Dev Fee	249,625	3,044	1.17%	
TOTAL SOURCES	**21,285,107**	**259,574**	**100.00%**	

USES			Per Unit	Per SF	HC Eligible
ACQUISITION COSTS					
Land Lease (65 year, $10.00 annually)	650	8	0.01	-	
TOTAL ACQUISITION	**650**	**8**	**0.01**	**-**	
HARD COSTS					
Site Cost ############	1,294,223	15,783	16.64	1,203,627	
Vertical Cost	9,634,973	117,500	123.89	9,634,973	
Subtotal Hard Costs	10,929,196	133,283	140.54	10,838,600	
General Requirements 6.0%	655,752	7,997	8.43	655,752	
Contractor Overhead 1.75%	191,261	2,332	2.46	191,261	
Contract Profit 6.0%	655,752	7,997	8.43	655,752	
Total GC Contract Amount	12,431,960	151,609	159.86	12,341,365	
Contingency 5.0%	621,598	7,580	7.99	621,598	
TOTAL HARD COSTS	**13,053,558**	**159,190**	**167.85**	**12,962,963**	
FINANCING COSTS					
Perm Mortgage Orig. 0.75%	28,125	343	0.36	-	
2nd Mortgage Origination 1.00%	80,000	976	1.03	-	
Construction Loan Orig. 0.75%	78,375	956	1.01	78,375	
Int Res 4.00%	430,000	5,244	5.53	258,000	
Lender App Fees	25,000	305	0.32	-	
Cost of Issuance	234,297	2,857	3.01	-	
Syndicator Fee	25,000	305	0.32	15,000	
TOTAL FINANCE	**900,797**	**10,985**	**11.58**	**351,375**	
SOFT COSTS					
Accounting	40,000	488	0.51	40,000	
Appraisal/Market Study	15,000	183	0.19	15,000	
Architect Design	222,500	2,713	2.86	222,500	
Architect Supervision	40,000	488	0.51	40,000	
Building Permit Fees	274,515	3,348	3.53	274,515	
Engineering Fee	236,380	2,883	3.04	236,380	
Environmental	14,429	176	0.19	14,429	
FF & E, Mgt. Setup	286,100	3,489	3.68	286,100	
FHFC Admin	92,500	1,128	1.19	0	
FHFC App Fee	3,000	37	0.04	0	
FHFC Compliance Fee	218,480	2,664	2.81	0	
FHFC CU Fee & PCR report	27,000	329	0.35	0	
Green Building	14,110	172	0.18	14,110	
Impact Fees	834,104	10,172	10.73	834,104	
Inspection & Servicing Fees	60,000	732	0.77	60,000	
Insurance (Bldrs Risk/GL/SDI)	416,603	5,081	5.36	249,962	
Legal - Debt	135,000	1,646	1.74	67,500	
Legal - Developer	125,000	1,524	1.61	93,750	
Marketing - Office, Ads	20,000	244	0.26	0	
P&P Bond	99,479	1,213	1.28	99,479	
Property Taxes	-	0	0.00	0	
Reserve - ODR 3 Months	178,340	2,175	2.29	0	
Reserve - Lease-Up	90,000	1,098	1.16	0	
Soil Test Reports	25,296	308	0.33	25,296	
Survey	26,050	318	0.33	26,050	
Title/Recording/Doc Stamps	83,000	1,012	1.07	66,400	
Utility Connection Fees	350,678	4,277	4.51	350,678	
Soft Cost Contingency	182,961	2,231	2.35	182,961	
TOTAL SOFT	**4,110,525**	**50,128**	**52.86**	**3,199,214**	
SUBTOTAL	18,065,530	220,311	232.30	16,513,552	
Developer Fee 18.00%	3,219,577	39,263	41.40	3,219,577	
Acq Developer Fee 18.00%	0	0	0.00	0	
GRAND TOTAL	**21,285,107**	**259,574**	**273.70**	**19,733,129**	

Attachment F

Blue Sky Landing II	Family	New Construction	Mid-Rise 4	Concrete	St. Lucie County

PERM SOURCES	Amount	Per Unit	Percent	
Chase 1st Perm	4,100,000	50,000	19.53%	
2nd Mortgage	469,313	5,723	2.24%	
HC Equity	15,408,459	187,908	73.41%	
Deferred Dev Fee	1,012,627	12,349	4.82%	
TOTAL SOURCES	**20,990,399**	**255,980**	**100.00%**	
Paid Dev Fee	1,746,856	63%		
DDF Repaid	Year 14			

USES				Per Unit	Per SF	HC Eligible
ACQUISITION COSTS						
Land			700,000	8,537	9.00	-
TOTAL ACQUISITION			**700,000**	**8,537**	**9.00**	**-**
HARD COSTS						
Site Cost	3 acres	185,000	1,195,596	14,580	15.37	1,111,904
Vertical Cost			9,876,536	120,446	127.00	9,876,536
Subtotal Hard Costs			11,072,132	135,026	142.37	10,988,440
General Requirements		6.0%	664,328	8,102	8.54	664,328
Contractor Overhead		2.0%	221,443	2,701	2.85	221,443
Contract Profit		6.0%	664,328	8,102	8.54	664,328
Total Construction Contract			12,622,230	153,930	162.31	12,538,539
Contingency		5.0%	631,112	7,696	8.12	631,112
TOTAL HARD COSTS			**13,253,342**	**161,626**	**170.42**	**13,169,650**
FINANCING COSTS						
Perm Mortgage Orig.		0.75%	30,750	375	0.40	-
Construction Loan Orig.		0.50%	91,500	1,116	1.18	91,500
Int Res		3.75%	590,000	7,195	7.59	354,000
Syndicator Fees			25,000	305	0.32	15,000
Lender App Fees			25,000	305	0.32	-
TOTAL FINANCE			**762,250**	**9,296**	**9.80**	**460,500**
SOFT COSTS						
Accounting			40,000	488	0.51	0
Appraisal/Market Study			12,000	146	0.15	6,000
Architect Design			115,000	1,402	1.48	115,000
Architect Supervision			40,000	488	0.51	40,000
Building Permit Fees			275,000	3,354	3.54	275,000
Engineering Fee			54,835	669	0.71	54,835
Environmental			7,150	87	0.09	7,150
FF & E, Mgt. Setup			82,000	1,000	1.05	82,000
FHFC Admin			150,750	1,838	1.94	0
FHFC App Fee			3,000	37	0.04	0
FHFC Compliance Fee			220,094	2,684	2.83	0
FHFC CU & PCR Fee			20,000	244	0.26	0
Impact Fees			850,117	10,367	10.93	850,117
Inspection & Servicing Fees			45,000	549	0.58	45,000
Insurance (Incl SDI)			350,000	4,268	4.50	210,000
Legal - Debt			65,000	793	0.84	32,500
Legal - Developer			75,000	915	0.96	56,250
Marketing - Office, Ads			10,000	122	0.13	0
Green Building Cert			14,110	172	0.18	14,110
P&P Bond			159,040	1,940	2.05	159,040
Property Taxes			18,015	220	0.23	9,007
Reserve - ODR	3 Months		185,742	2,265	2.39	0
Reserve-Lease up			98,400	1,200	1.27	0
Soil Test Reports			24,205	295	0.31	24,205
Survey			13,000	159	0.17	13,000
Title/Recording/Doc Stamps			84,000	1,024	1.08	67,200
Utility Connection Fees			350,000	4,268	4.50	350,000
Soft Cost Contingency			153,866	1,876	1.98	153,866
TOTAL SOFT			**3,515,324**	**42,870**	**45.20**	**2,564,280**
SUBTOTAL			18,230,916	222,328	234.43	16,194,431
Developer Fee		16.00%	2,759,484	33,652	35.48	2,759,484
GRAND TOTAL			**20,990,399**	**255,980**	**269.91**	**18,953,914**

Attachment G

FLORIDA HOUSING FINANCE CORPORATION

Credit Underwriting Report

Blue Sky Landing

CDBG-DR To Be Used In Conjunction With Tax-Exempt MMRB And Non-Competitive Housing Credits In Counties Deemed Hurricane Recovery Priorities

CDBG-DR / 4% HC

RFA 2019-102 (2020-033D)

Section A: Report Summary

Section B: CDBG-DR Special and General Conditions and HC Allocation Recommendation and Contingencies

Section C: Supporting Information and Schedules

Prepared by

AmeriNat®

Final Report

March 3, 2021

BLUE SKY LANDING

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Section A

Report Summary

Recommendation

AmeriNat® ("AmeriNat") recommends the issuance of a Community Development Block Grant-Disaster Recovery ("CDBG-DR") in the amount of $8,000,000 and an annual allocation of 4% Housing Credits ("HC") in the amount of $1,007,055 to Blue McNeil One, LLC ("Applicant") for the construction and permanent phase financing of Blue Sky Landing (the proposed "Development").

DEVELOPMENT & SET-ASIDES

Development Name: Blue Sky Landing

RFA/Program Numbers: RFA 2019-102 / 2020-033D

Address: McNeil Road at Portofino Landings Blvd.

City: Fort Pierce Zip Code: 34947 County: Saint Lucie County Size: Medium

Development Category: New Construction Development Type: Mid-Rise (4 Stories)

Construction Type: Masonry

Demographic Commitment:

Demographic Commitment is Workforce

Unit Composition:

# of ELI Units: 9 ELI Units Are Restricted to 35% AMI, or less. Total # of units with PBRA? 0

# of Link Units: 5 Are the Link Units Demographically Restricted? Yes # of NHTF Units: 0

Rents listed under Gross HC Rents are Gross 2020 CDBG Rents

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
0	1.0	1	505	35%			$426	$56	$370		$370	$370	$370	$4,440
0	1.0	1	505	60%			$730	$56	$674		$675	$674	$674	$8,088
1	1.0	2	691	35%			$456	$66	$390		$390	$390	$390	$9,360
1	1.0	16	688	60%			$782	$66	$716		$716	$716	$716	$137,472
2	2.0	5	992	35%			$547	$86	$461		$461	$461	$461	$27,660
2	2.0	43	992	60%			$939	$86	$853		$853	$853	$853	$440,148
3	2.0	1	1,197	35%			$632	$106	$526		$526	$526	$526	$6,312
3	2.0	13	1,197	60%			$1,084	$106	$978		$979	$978	$978	$152,568
		82	77,774											$786,048

The Applicant must set-aside 10% of the total units (9 units) as ELI set-aside units. The proposed Development must set aside 50% of the ELI set-aside units (5 units) as Link units for Persons with Special Needs. In order to meet the commitment to set aside ELI units as Link units for Persons with Special Needs, the Applicant must develop and execute a Memorandum of Understanding ("MOU") with at least one designated Special Needs Household Referral Agency that provides supportive services for Persons with Special Needs for the County where the proposed Development will be located (St. Lucie County). The fully executed MOU was approved by FHFC on November 24, 2020.

CDBG-DR Subsidy Limits Saint Lucie County:

2 Zero Bedroom Units at $149,868 =	$299,736
18 One Bedroom Units at $171,802 =	$3,092,436
48 Two Bedroom Units at $208,913 =	$10,027,824
14 Three Bedroom Units at $270,266 =	$3,783,724
Total	**$17,203,720**

Buildings: Residential - 2 Non-Residential - 1

Parking: Parking Spaces - 118 Accessible Spaces - 8

Set Asides:

Program	% of Units	# of Units	% AMI	Term (Years)
CDBG-DR/ELI/HC	10.0%	9	35%	50
CDBG-DR/HC	90.0%	73	60%	50

Absorption Rate 10 units per month for 6.0 months.

Occupancy Rate at Stabilization: Physical Occupancy 95% Economic Occupancy 94%

Occupancy Comments Per the Appraisal, CMA weighted occupancy is 99%.

Meridian Appraisal Group, Inc. ("Meridian") performed a Market Study dated September 18, 2020 that estimates that about 22 units will be preleased upon completion of the Development, leaving 60 units to lease to reach 100% occupancy which should occur within six months.

DDA: No QCT: Yes Multi-Phase Boost: Yes QAP Boost: No

Site Acreage: 6.45 Density: 12.7132 Flood Zone Designation: AE

Zoning: R-5, High Density Residential Flood Insurance Required?: Yes

DEVELOPMENT TEAM		
Applicant/Borrower:	Blue McNeil One, LLC	% Ownership
Member	Blue McNeil One M, LLC	0.0100%
Limited Partner	Raymond James Tax Credit Funds, Inc., or a Fund sponsered by RJTCF	99.9900%
Construction Completion Guarantor(s):		
CC Guarantor 1:	Blue McNeil One, LLC	
CC Guarantor 2:	Blue McNeil One M, LLC	
CC Guarantor 3:	Weedon Enterprises LLC	
CC Guarantor 4:	Shawn Wilson	
CC Guarantor 5:	James M. Chadwick	
CC Guarantor 6:	Blue BSL Developer, LLC	
CC Guarantor 7:	Blue Sky Communities LLC	
Operating Deficit Guarantor(s):		
OD Guarantor 1:	Blue McNeil One, LLC	
OD Guarantor 2:	Blue McNeil One M, LLC	
OD Guarantor 3:	Weedon Enterprises LLC	
OD Guarantor 4:	Shawn Wilson	
OD Guarantor 5:	James M. Chadwick	
OD Guarantor 6:	Blue BSL Developer, LLC	
OD Guarantor 7:	Blue Sky Communities LLC	
Bond Purchaser	JPMorgan Chase Bank, N.A.	
Developer:	Blue BSL Developer, LLC	
Principal 1	Blue Sky Communities LLC	
Principal 2	Weedon Enterprises LLC	
Principal 3	Scott Macdonald	
Principal 4	Shawn Wilson	
General Contractor 1:	NDC Construction Company	
Management Company:	Carteret Management Corporation	
Syndicator:	Raymond James Tax Credit Funds, Inc.	
Bond Issuer:	Housing Finance Authority of St. Lucie County	
Architect:	Architectonics Studio, Inc.	
Market Study Provider:	Meridian Appraisal Group, Inc.	
Appraiser:	Meridian Appraisal Group, Inc.	

PERMANENT FINANCING INFORMATION						
	1st Source	2nd Source	3rd Source	4th Source	5th Source	Other
Lien Position	1	2				
Lender/Grantor	HFA / Chase	FHFC - CDBG-DR				
Amount	$3,750,000	$8,000,000				
Underwritten Interest Rate	4.31%	0.00%				
All In Interest Rate	4.31%	0.00%				
Loan Term	15	20				
Amortization	35	n/a				
Market Rate/Market Financing LTV	36%	112%				
Restricted Market Financing LTV	74%	231%				
Loan to Cost - Cumulative	18%	55%				
Loan to Cost - SAIL Only						
Debt Service Coverage	1.28	1.21				
Operating Deficit & Debt Service Reserves	$181,209					
# of Months covered by the Reserves	3.0					

Deferred Developer Fee	$191,685
As-Is Land Value	$980,000
Market Rent/Market Financing Stabilized Value	$10,490,000
Rent Restricted Market Financing Stabilized Value	$5,090,000
Projected Net Operating Income (NOI) - Year 1	$280,723
Projected Net Operating Income (NOI) - 15 Year	$292,809
Year 15 Pro Forma Income Escalation Rate	2.00%
Year 15 Pro Forma Expense Escalation Rate	3.00%
Bond Structure	Negotiated Private Placement
Housing Credit (HC) Syndication Price	$0.90
HC Annual Allocation - Qualified in CUR	$1,007,055
HC Annual Allocation - Equity Letter of Interest	$1,022,182

CONSTRUCTION/PERMANENT SOURCES:				
Source	Lender	Construction	Permanent	Perm Loan/Unit
Local HFA Bonds	HFA / Chase	$10,450,000	$3,750,000	$45,732
FHFC - CDBG-DR	FHFC	$8,000,000	$8,000,000	$97,561
HC Equity	RJTCF	$1,387,474	$9,249,822	$112,803
Deferred Developer Fee	Developer	$1,354,033	$191,685	$2,338
TOTAL		$21,191,507	$21,191,507	$258,433

Credit Underwriter:	AmeriNat Loan Services		
Date of Final CUR:	03/03/2021		
TDC PU Limitation at Application:	$284,000	TDC PU Limitation at Credit Underwriting:	$298,370
Minimum 1st Mortgage per Rule:		Amount Dev. Fee Reduced for TDC Limit:	$0

Changes from the Application:

COMPARISON CRITERIA	YES	NO
Does the level of experience of the current team equal or exceed that of the team described in the Application?	X	
Are all funding sources the same as shown in the Application?		1
Are all local government recommendations/contributions still in place at the level described in the Application?	X	
Is the Development feasible with all amenities/features listed in the Application?	X	
Do the site plans/architectural drawings account for all amenities/features listed in the Application?	X	
Does the Applicant have site control at or above the level indicated in the Application?	X	
Does the Applicant have adequate zoning as indicated in the Application?	X	
Has the Development been evaluated for feasibility using the total length of set-aside committed to in the Application?	X	
Have the Development costs remained equal to or less than those listed in the Application?		2
Is the Development feasible using the set-asides committed to in the Application?	X	
If the Development has committed to serve a special target group (e.g. elderly, large family, etc.), do the development and operating plans contain specific provisions for implementation?	X	
HOME ONLY: If points were given for match funds, is the match percentage the same as or greater than that indicated in the Application?	n/a	
HC ONLY: Is the rate of syndication the same as or greater than that shown in the Application?	X	
Is the Development in all other material respects the same as presented in the Application?		3, 4, 5

The following are explanations of each item checked "No" in the table above:

1. Since the time of Application, the amount of tax-exempt Multifamily Housing Revenue Bonds ("MHRB") to be issued by the St. Lucie County Housing Finance Authority has increased from $9,500,000 to $10,450,000.

   JPMorgan Chase Bank, N.A. ("Chase") has been added as the bond purchaser and construction and permanent loan lender. The Construction loan has increased from $9,500,000 to $10,450,000 and the Permanent loan has increased from $3,450,000 to $3,750,000.

2. Total Development Costs have increased by $2,634,407, or 14.20%, from $18,557,100 to $21,191,507 since the Application due to increases in the construction costs, general development costs, financial costs, Developer Fee, and the inclusion of an Operating Deficit Reserve ("ODR").

3. The Applicant sent a request dated September 3, 2020 to FHFC to reflect the recent changes to the construction features made in the recent RFAs. The request letter states that commercial grade dryers will be installed in accordance with the following language:

   Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:

   - There must be a minimum of one Energy Star certified washer and one Energy Star certified or commercial grade dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number;
   - At least one washing machine and one dryer shall be front loading that meets the accessibility standards of Section 504;
   - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

   The request was approved by FHFC staff on September 3, 2020.

4. The Applicant sent a request dated August 12, 2020 to FHFC to change the unit mix as follows:

   Application

Bedrooms	**Baths**	**Number of Units**	**ELI Units**
1	1	16	2
2	2	48	5
3	2	18	2
	TOTALS	**82**	**9**

   Proposed Change

Bedrooms	**Baths**	**Number of Units**	**ELI Units**
0	1	2	1
1	1	18	2
2	2	48	5
3	2	14	1
	TOTALS	**82**	**9**

   The request was approved by FHFC staff on August 18, 2020.

5. The Applicant sent a request dated January 12, 2021 to FHFC to request a revision to the Applicant and Developer Ownership Percentages. Specifically, the Applicant is requesting to make a percentage of ownership change in Blue McNeil One M, LLC, the Manager and Non-Investor Member of the Applicant and Blue Sky Communities, LLC, the sole Member of Blue BSL Developer, as follows:

Principals of Blue McNeil One, LLC and Blue Sky Communities, LLC	Application % of Ownership	Proposed % of Ownership
Shawn Wilson	28.5%	30.0%
Scott Macdonald	10.0%	20.0%
Weedon Enterprises, LLC	61.5%	50.0%
	100.0%	**100.0%**

The request was approved by FHFC staff on February 4, 2021.

The above changes have no material impact to the CDBG-DR/HC recommendation for the Development.

Does the Development Team have any FHFC Financed Developments on the Past Due/Noncompliance Report?

According to the FHFC Asset Management Noncompliance Report dated June 9, 2020, no noncompliance issues exist for the Development Team.

According to the FHFC Past Due Report dated February 11, 2021, no past due issues exist for the Development Team.

This recommendation is subject to satisfactory resolution, as determined by Florida Housing, of any outstanding past due issues and/or noncompliance issues applicable to the Development Team prior to closing and the issuance of the annual HC allocation recommended herein.

Strengths:

1. The Development Team has demonstrated the ability to successfully develop and operate affordable multifamily rental communities using a variety of different subsidies.
2. A market study was performed by Meridian Appraisal Group, Inc. ("Meridian") and concludes significant demand for the Development based upon the average weighted occupancy rate (97.4%) of comparable developments in the Competitive Market Area, which satisfies the minimum 92% - occupancy rate requirement of Rule Chapter 67-21 F.A.C. ("Rule"). Additionally, Meridian's demographic analysis concludes there is currently a reasonable number of households within the income band necessary to support demand for the Development.

Other Considerations:

1. In accordance with RFA 2019-102, FHFC limits the Total Development Cost per unit to a figure based on the average cost to deliver new construction units. The Applicant indicates the proposed Development is to be new construction, Mid-Rise (4 Stories), Enhanced Structural Systems Construction apartments which allows for a per unit cost of $284,000.00. FHFC approved an increase to the TDC limitation at the March 2020 FHFC Board meeting and, as such, the Development is limited to a TDC of no more than $298,370.40 per unit. With 82 units, the maximum TDC, less the Operating Deficit Reserve and Land, for the Development is therefore $24,466,372 (82 units @ $298,370.40 per unit). Total Development Costs, exclusive of land acquisition cost and operating deficit reserve, are $256,223.02 per unit, which is within the per unit limitation. As such, no adjustment to the Total Developer Fee is necessary as the TDC is within the limit as allowed for in the RFA.
2. To the underwriter's knowledge, no construction cost exceeding 20% is subcontracted to any one entity.
3. To the underwriter's knowledge, no construction cost shall be subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or Developer.

Issues and Concerns:

1. Mr. Chadwick, a financial beneficiary in the transaction, indicated four separate incidences of bankruptcy/reorganization filings; foreclosure, deed in lieu of foreclosure, short sale, loan default, or payment moratorium; or loan(s) in arrears for principal, interest, taxes, or insurance premiums due.

   Mitigating factors:

   None of the above defaults are related to affordable housing developments, which is in agreement with the Rule. In addition, AmeriNat was advised that all of the defaults were settled amicably between the respective Lenders and Mr. Chadwick. In AmeriNat's opinion, the aforementioned defaults will have no substantial material impact to the CDBG-DR/HC recommendation for the Development.

Waiver Requests:

None

Special Conditions:

1. An updated bank statement for Weedon Enterprises, LLC and NDC Construction Company is a condition precedent to loan closing.
2. Satisfactory completion of a Davis-Bacon Federal Labor Standards and Section 3 preconstruction conference.
3. The Development shall meet the Section 3 requirements of the Housing and Urban Development Act of 1968 as amended (12 U.S.C 1701u and 24CFR Part 135).

Additional Information:

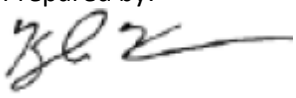
1. The United States is currently under a national emergency due to the spread of the virus known as COVID-19. The extent of the virus' impact to the overall economy is unknown. More specifically, it is unknown as to the magnitude and timeframe the residential rental market (e.g. absorption rates, vacancy rates, collection losses, appraised value, etc.) and the construction industry (e.g. construction schedules, construction costs, subcontractors, insurance, etc.) will be impacted. Recommendations made by AmeriNat in this report, in part, rely upon assumptions made by third-party reports that are unable to predict the impacts of the virus.

Recommendation:

AmeriNat recommends the issuance of a CDBG-DR in the amount of $8,000,000 and an annual allocation of non-competitive 4% HC in the amount of $1,007,055 to Blue McNeil One, LLC for the construction and permanent phase financing of the proposed Development.

These recommendations are based upon the assumptions detailed in the Report Summary (Section A), and Supporting Information and Schedules (Section C). In addition, these recommendations are subject to the CDBG-DR Special and General Conditions Recommendation (Section B). This recommendation is only valid for six months from the date of the report. The reader is cautioned to refer to these sections for complete information.

Prepared by:



Kyle Kuenn
Sr. Credit Underwriter

Reviewed by:



Tom Louloudes
Credit Underwriting Manager

Overview

Construction Financing Sources:

Source	Lender	Applicant's Total	Applicant's Revised Total	Underwriter's Total	Interest Rate	Debt Service During Construction
Local HFA Bonds	HFA / Chase	$9,500,000	$10,450,000	$10,450,000	3.50%	$430,000
FHFC - CDBG-DR	FHFC	$8,000,000	$8,000,000	$8,000,000	0.00%	$0
HC Equity	RJTCF	$1,001,780	$1,392,822	$1,387,474		
Deferred Developer Fee	Developer	$55,320	$1,438,461	$1,354,033		
	Total :	**$18,557,100**	**$21,281,283**	**$21,191,507**		**$430,000**

Proposed First Mortgage Loan:

The Applicant provided a letter of interest ("LOI") dated February 15, 2021 from JPMorgan Chase Bank, N.A. ("Chase") that illustrates the terms in which Chase will purchase tax-exempt bonds issued by the Housing Finance Authority of St. Lucie County ("HFA") in the amount of $10,450,000 and use the proceeds of which to fund the construction and permanent loans to the Borrower. Per the LOI, the construction loan shall be in an amount of approximately $10,250,000 and will have an initial term of 24 months with one, six-month conditional extension option available. The loan is interest-only during the construction period with payments due monthly. The interest will be a floating rate equal to the greater of the 30-Day LIBOR rate (0.111% as of February 18, 2021), subject to a floor of 0.50%, plus 2.00%. In addition, AmeriNat added an additional 1.00% underwriting cushion for an all-in interest rate of 3.50%. SOFR (LIBOR Replacement Language) will be included in the loan documents at closing. A commitment fee of 0.75% of the loan amount is due to Chase at closing. An Issuance fee equal to the greater of 0.25% of the Bond amount or $5,000 is due to the HFA and an annual fee of 0.125% of the bonds outstanding shall be due annually. It is anticipated that the proceeds from the purchase of the MHRB will be drawn down throughout construction on a monthly basis. Upon meeting conditions required for the conversion to the permanent period, the construction loan will convert to a permanent loan not to exceed $3,750,000.

Proposed Second Mortgage Loan:

The Applicant has applied to Florida Housing for $8,000,000 in CDBG-DR ("Loan") financing for the construction and permanent financing of this Development. The Loan shall be non-amortizing and shall have an interest rate of 0% per year plus permanent loan servicing and compliance monitoring fees for a term of 20 years. The Loan will not require payment for as long as the proposed Development remains in Compliance. The loan will be forgiven after 20 years.

Additional Construction Sources of Funds:

The Applicant provided a letter of interest ("LOI") dated January 8, 2021 from Raymond James Tax Credit Funds, Inc. ("RJTCF") that outlines the terms and conditions of the purchase of the HC. A fund sponsored by RJTCF will provide a net equity investment of $9,249,822 in exchange for a 99.99% limited partnership ownership interest and a proportionate share of the total HC allocation estimated by RJTCF to be $10,221,820. The HC allocation will be syndicated at a rate of approximately $0.905 per $1.00 of delivered tax credits. An initial HC equity infusion of $1,387,474 will be available at construction loan closing, which satisfies the 15% requirement. According to the LOI, there will be no other HC equity installments available during construction.

Deferred Developer Fee:

The Applicant will be required to defer $1,354,033 or 42.4% of the total Developer Fee during the construction phase.

Permanent Financing Sources:

Source	Lender	Applicant's Total	Applicant's Revised Total	Underwriter's Total	Interest Rate	Amortization Years	Term Years	Annual Debt Service
Local HFA Bonds	HFA / Chase	$3,450,000	$3,750,000	$3,750,000	4.31%	35	15	$207,564
FHFC - CDBG-DR	FHFC	$8,000,000	$8,000,000	$8,000,000	0.00%	n/a	20	$0
HC Equity	RJTCF	$6,678,532	$9,285,482	$9,249,822				
Deferred Developer Fee	Developer	$428,568	$245,801	$191,685				
Total :		**$18,557,100**	**$21,281,283**	**$21,191,507**				**$207,564**

Proposed First Mortgage Loan:

The Applicant provided an LOI, dated December 3, 2020, whereby Chase will fund and purchase up to $10,250,000 of tax-exempt bonds for construction and permanent financing. Upon meeting the conditions required for the permanent period, the Construction Loan will convert into a Permanent loan in an amount not to exceed $4,650,000. The Applicant estimates a permanent loan amount of $3,750,000. The Permanent Loan will be for 15 years with a 35-year amortization. The interest rate will be locked at construction loan closing, and the LOI indicates an estimated rate of 3.57% which is based on the 10-year Swap Rate Index (0.86% as of December 2, 2020) plus 2.71% ("lender's spread"). AmeriNat utilized an updated 10-Swap Rate (1.095% as of January 19, 2021) plus the lender's spread and an underwriting cushion of 0.50% for an all-in rate of 4.31% for underwriting purposes. Conversion to a permanent loan is based on at least three consecutive months of not less than the following:

- 1.20x debt service coverage ratio ("DSC") for the First Mortgage; 1.15x all-in DSC including all requiring debt service payment.
- 90% economic and physical occupancy.
- 10-year pro-forma forecast shows annual DSC (based on annual revenue growth of 2% and annual expense growth of 3%) of 1.00x or greater or else the Permanent Loan amount may be resized at conversion.

In addition to the actual Bond rate, annual payments of all applicable fees will be required and are included in the Debt Service Coverage Ratio analysis. Fees include an annual Issuer Fee of 12.5 bps of outstanding Bond balance, annual Trustee Fee of $4,500, and a Compliance Monitoring Fee based on $173 per month plus an additional fee per set-aside unit of $10.59, subject to a monthly minimum of $270.

Proposed Second Mortgage Loan:

The Applicant has applied to Florida Housing for $8,000,000 in CDBG-DR financing for the construction and permanent financing of this Development. The Loan shall be non-amortizing and shall have an interest rate of 0% per year plus permanent loan servicing and compliance monitoring fees for 20 years. The Loan will not require payment for as long as the proposed Development remains in Compliance. The loan will be forgiven after 20 years.

Annual payments of all applicable fees will be required. Fees include an annual Permanent Loan Servicing fee, based on 25 basis points of the outstanding loan amount, with a minimum monthly fee of $222 and a maximum monthly fee of $883, and an hourly fee of $186 for extraordinary services, and an annual Compliance Monitoring Multiple Program Fee of $964.

Additional Permanent Sources of Funds:

The Applicant provided a letter of interest dated January 8, 2021 from Raymond James Tax Credit Funds, Inc. ("RJTCF") that outlines the terms and conditions of the purchase of the HC. A fund sponsored by RJTCF will provide a net equity investment of $9,249,822 in exchange for a 99.99% limited partnership ownership interest and a proportionate share of the total HC allocation estimated by RJTCF to be $10,221,820. The HC allocation will be syndicated at a rate of approximately $0.905 per $1.00 of delivered tax credits. HC equity contribution to be paid as follows:

Capital Contributions	Amount	Percent of Total	Due upon
1st Installment	$1,387,474	15.00%	Closing
2nd Installment	$1,387,474	15.00%	later of May 1, 2022 or Construction Completion
3rd Installment	$6,374,874	68.92%	later of November 1, 2022 or Stabilized Operations
4th Installment	$100,000	1.08%	receipt of Extended Use Agreement, Forms 8609, and audited financials for year of Breakeven Operations
Total:	**$9,249,822**	**100%**	

Annual Credits Per Syndication Agreement	$1,022,182
Total Credits Per Syndication Agreement	$10,221,820
Calculated HC Rate:	$0.9050
Limited Partner Ownership Percentage	99.99%
Proceeds During Construction	$1,387,474

Deferred Developer Fee:

The Developer will be required to permanently defer $191,685 or 6.0% in Developer Fee after stabilization.

Uses of Funds

CONSTRUCTION COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
Accessory Buildings	$0	$0	$320,058	$3,903	$0	$320,058
Demolition	$0	$0	$24,500	$299	$24,500	$0
New Rental Units	$8,613,000	$9,634,973	$9,360,300	$114,150	$56,178	$0
Site Work	$1,400,000	$1,294,223	$1,224,338	$14,931	$250,000	$0
Constr. Contr. Costs subject to GC Fee	$10,013,000	$10,929,196	$10,929,196	$133,283	$330,678	$320,058
General Conditions	$0	$655,752	$655,752	$7,997	$0	$19,204
Overhead	$0	$191,261	$191,261	$2,332	$0	$6,402
Profit	$1,401,820	$655,752	$655,752	$7,997	$0	$19,204
Total Construction Contract/Costs	$11,414,820	$12,431,961	$12,431,961	$151,609	$330,678	$364,868
Hard Cost Contingency	$570,741	$621,598	$621,598	$7,580	$0	$621,598
PnP Bond paid outside Constr. Contr.	$145,028	$99,479	$99,479	$1,213	$0	$0
FF&E paid outside Constr. Contr.	$164,000	$286,100	$286,100	$3,489	$0	$0
Other: SDI	$110,130	$0	$151,604	$1,849	$0	$0
Total Construction Costs:	**$12,404,719**	**$13,439,138**	**$13,590,742**	**$165,741**	**$330,678**	**$986,466**

Notes to Actual Construction Costs:

1. The Applicant provided an executed Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price in the amount of $12,431,960.45 (the "Construction Contract"). The Construction Contract is dated as of May 18, 2020 and is between the Applicant and NDC Construction Company (the "General Contractor"). The Construction Contract states the General Contractor will achieve substantial completion no later than 425 calendar days following commencement. The Owner will withhold 10% retainage from payment for all completed work until the Development reaches 50% completion, at which time no retainage will be withheld thereafter. The contract provides for compliance with the Federal Labor Standards and Wage Determination requirements pursuant to the Davis-Bacon Act as well as the Section 3 Clause requirements of the Housing and Urban Development Act of 1968.

2. The General Contractor's Fee (consisting of general conditions, overhead, and profit) does not exceed 14.00% of allowable hard costs as allowed by the RFA and the Rule. The General Contractor's fee stated herein is for credit underwriting purposes only, and the final General Contractor's fee will be determined pursuant to the final cost certification process as per the Rule.

3. The General Contractor provided a separate schedule of values for the cost of constructing the clubhouse, which reflected a construction cost of $320,058 and a GC Fee of $44,810. These costs are considered ineligible and cannot be paid with the CDBG-DR funds.

4. A Plan and Cost Review ("PCR") was engaged by AmeriNat and performed by GLE Associates, Inc. ("GLE"). GLE summarized their review of the construction contract and schedule of values in a report dated January 26, 2021. The review concludes that overall costs to construct are sufficient for satisfactory completion of the proposed development. The costs for similar type developments identified in the PCR range from $152,062 per unit to $156,055 per unit excluding the costs of site work and special construction. The Development has a projected unit cost of $151,609 per unit. The construction progress schedule submitted for GLE's review shows a 421-day duration; GLE stated this time is adequate for the construction of the Development. The PCR illustrates allowances totaling $252,000 within the Schedule of Values, which GLE states is within an acceptable range for the scope of work indicated. Allowance includes:

Removal of existing debris from Phase I to Phase II	$ 10,000
Hardscape items	$ 27,000

Monument sign	$ 15,000
Pool and pool deck	$ 200,000
Total	$ 252,000

GLE opined that the allowances are within an acceptable range for the scope of work indicated.

5. Subcontractor Default Insurance of $151,604 was included in the cost of the Construction Costs.
6. A 5% hard cost contingency is supported by the plan and cost review and within the RFA and Rule limits.

GENERAL DEVELOPMENT COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
Accounting Fees	$40,000	$40,000	$40,000	$488	$15,000	$0
Appraisal	$7,500	$7,500	$5,500	$67	$0	$0
Architect's Fee - Site/Building Design	$285,371	$222,500	$222,500	$2,713	$0	$0
Architect's Fee - Supervision	$50,000	$40,000	$40,000	$488	$0	$0
Building Permits	$114,148	$274,515	$274,515	$3,348	$0	$0
Builder's Risk Insurance	$148,000	$0	$75,856	$925	$0	$0
Engineering Fees	$82,000	$236,380	$236,380	$2,883	$0	$0
Environmental Report	$20,000	$14,429	$14,429	$176	$0	$0
Federal Labor Standards Monitoring	$0	$0	$20,670	$252	$0	$0
FHFC Administrative Fees	$65,352	$92,500	$90,635	$1,105	$90,635	$90,635
FHFC Application Fee	$3,000	$3,000	$3,000	$37	$3,000	$3,000
FHFC Credit Underwriting Fee	$27,000	$27,000	$19,399	$237	$19,399	$19,399
FHFC Compliance Fee	$210,000	$218,480	$216,629	$2,642	$216,629	$216,629
Impact Fee	$644,110	$834,104	$834,104	$10,172	$0	$0
Lender Inspection Fees / Const Admin	$60,000	$60,000	$45,000	$549	$0	$45,000
Green Building Cert. (LEED, FGBC, NAHB)	$35,000	$14,110	$14,110	$172	$0	$0
Insurance	$0	$416,603	$196,585	$2,397	$0	$0
Legal Fees - Organizational Costs	$210,000	$260,000	$260,000	$3,171	$260,000	$0
Local Subsidy Underwriting Fee	$0	$0	$15,359	$187	$15,359	$15,359
Market Study	$7,500	$7,500	$5,500	$67	$5,500	$0
Marketing and Advertising	$10,000	$20,000	$20,000	$244	$20,000	$20,000
Plan and Cost Review Analysis	$0	$0	$2,800	$34	$0	$0
Soil Test	$15,000	$25,296	$25,296	$308	$0	$0
Survey	$20,000	$26,050	$26,050	$318	$26,050	$0
Title Insurance and Recording Fees	$75,000	$83,000	$83,000	$1,012	$83,000	$0
Utility Connection Fees	$180,000	$350,678	$350,678	$4,277	$0	$0
Soft Cost Contingency	$136,406	$182,961	$156,899	$1,913	$0	$156,899
Total General Development Costs:	**$2,445,387**	**$3,456,606**	**$3,294,894**	**$40,182**	**$754,572**	**$566,921**

Notes to the General Development Costs:

1. AmeriNat reflects actual costs for the appraisal, market study, and plan and cost review analysis.
2. AmeriNat reflects the costs associated with the Architect's fees as stated in an executed Standard Form of Agreement between the Applicant and Architectonics Studio, Inc. dated May 12, 2020, which was reviewed by AmeriNat. Additional costs are associated with landscape engineering by WGI, Inc. and interior design.
3. AmeriNat reflects the costs associated with the Engineer's fees as stated in executed proposals between the Applicant and Culpepper & Tarpening, Inc. dated March 21, 2019 for land planning and zoning, and the Applicant and WGI, Inc. for civil engineering dated April 27, 2020, which were reviewed by AmeriNat.
4. FHFC Administrative Fee is based upon a fee of 9% of the annual HC recommended herein.
5. FHFC Credit Underwriting Fee includes CDBG-DR credit underwriting fee ($14,307), a multiple program credit underwriting fee ($4,792), and credit reporting fees ($300).

6. The Local Subsidy Underwriting Fee includes the MMRB credit underwriting fee ($15,359) on behalf of the HFA.
7. Total Impact Fees are anticipated to be approximately net $834,104 based upon the City of Ft. Pierce and St. Lucie County Impact Fee schedule provided by the Applicant and verified by AmeriNat.
8. AmeriNat received a proposal dated November 9, 2020 from Abney + Abney Green Solutions for the NGBS Green Building Certification.
9. A soft cost contingency of 5% has been underwritten, which is consistent with the RFA and Rule and may be utilized by the Applicant in the event soft costs exceed estimates.
10. The remaining general development costs appear reasonable.

FINANCIAL COSTS:	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
Construction Loan Origination Fee	$71,250	$78,375	$78,375	$956	$0	$0
Construction Loan Interest	$370,500	$430,000	$430,000	$5,244	$159,680	$0
Permanent Loan Application Fee	$0	$25,000	$0	$0	$0	$0
Permanent Loan Origination Fee	$114,500	$28,125	$28,125	$343	$28,125	$0
Local HFA Bond Trustee Fee	$0	$0	$9,000	$110	$9,000	$0
Local HFA Bond Cost of Issuance	$300,000	$234,297	$234,297	$2,857	$234,297	$0
Other: CDBG-DR Commitment Fee	$0	$80,000	$0	$0	$0	$0
Other: CDBG-DR Closing Costs	$0	$0	$12,500	$152	$12,500	$0
Other: Syndicator Fees	$0	$25,000	$25,000	$305	$25,000	$0
Other: St. Lucie County HFA Issuer Fee	$0	$0	$26,125	$319	$0	$0
Total Financial Costs:	**$876,250**	**$900,797**	**$843,422**	**$10,286**	**$468,602**	**$0**
Dev. Costs before Acq., Dev. Fee & Reserves	**$15,726,356**	**$17,796,541**	**$17,729,058**	**$216,208**	**$1,553,852**	**$1,553,387**

Notes to the Financial Costs

1. Financial costs were derived from the representations illustrated in the LOIs for the construction financing and HC equity and appear reasonable to AmeriNat.
2. The interest reserve for the Construction Loan was calculated based on terms illustrated in the LOI from Chase, the duration of construction referenced in the Construction Contract and the resultant calculation completed by AmeriNat through the use of a construction draw schedule provided by the Applicant.
3. The Local HFA Bond Cost of Issuance includes fees and expenses of the Issuer, Real Estate Counsel for MMRB, Bond Counsel, Disclosure Counsel and other fees.
4. The Local HFA Bond Trustee Fee represent 2 years of the annual Trustee Fee of $4,500.
5. The St. Lucie County HFA Issuer Fee is equal to 25 bps of the authorized amount of MHRB issued.
6. The CDBG-DR Closing Cost is the approximate cost for FHFC Legal Counsel fees.

DEVELOPER FEE ON NON-ACQUISTION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
Developer Fee - Unapportioned	$2,830,744	$3,219,577	$3,191,230	$38,917	$0	$0
Total Other Development Costs:	**$2,830,744**	**$3,219,577**	**$3,191,230**	**$38,917**	**$0**	**$0**

Notes to the Other Development Costs:

1. Total Developer Fee of $3,191,230 does not exceed 18% of Development Costs before Land and exclusive of reserves as permitted by the RFA and the Rule.

2. Construction Period Developer Fee shall be the lessor of i) 50% of the Total Developer Fee or ii) the Total Developer Fee less the Deferred Developer Fee listed in the Sources and Uses for the construction period, as calculated by the Servicer. At closing, a maximum of 35% of the Construction Period Developer Fee may be funded. Remaining Construction Period Developer Fee will be disbursed during construction/rehabilitation on a pro rata basis, based on the percentage of completion of the development, as approved and reviewed by FHFC and Servicer.

   Once the Development has achieved 100% lien free completion and retainage has been released, the Post-Construction Period Developer Fee may be funded. Post-Construction Period Developer Fee is the remaining portion of Developer Fee less Deferred Developer Fee listed in the Sources and Uses for the permanent period, as calculated by the Servicer.

3. AmeriNat estimates payable Developer Fee at closing to be $558,465, the Remaining Developer Fee Payable during Construction is estimated to be $1,037,150, and $1,403,930 will be funded following 100% lien free completion. The remaining $191,685 will be permanently deferred and will be paid from the Development's cash flow from operations.

LAND ACQUISITION COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
Land	$0	$500	$10	$0	$10	$0
Total Acquisition Costs:	**$0**	**$500**	**$10**	**$0**	**$10**	**$0**

Notes to Land Acquisition Costs:

1. An executed Ground Lease (the "Lease Agreement") executed as of August 13, 2019 and subsequent extension notice between the St. Lucie County (the "Landlord") and the Applicant. The Agreement illustrates the terms in which the Landlord will lease the property to the Applicant for a term of 50 years. An initial lease payment of $10 is due at closing. The extension notice to the Lease Agreement extends the closing deadline to December 31, 2021 to allow the Applicant sufficient time to prepare for closing.

2. An Appraisal performed by Meridian Appraisal Group, Inc. dated January 19, 2021 identified an "As Is" value for the vacant land of $980,000, which supports the initial lease payment.

RESERVE ACCOUNTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
Operating Deficit Reserve (Syndicator)	$0	$174,665	$181,209	$2,210	$181,209	$181,209
Reserves - Start-Up/Lease-up Expenses	$0	$90,000	$90,000	$1,098	$90,000	$90,000
Total Reserve Accounts:	**$0**	**$264,665**	**$271,209**	**$3,307**	**$271,209**	**$271,209**

Notes to the Reserve Accounts:

1. According to the equity LOI, RJTCF will require an operating reserve in the greater of $175,000 or approximately three months of operating expenses, debt service, and replacement reserves. As such, an operating reserve of $181,209 was underwritten. Per the LOI, the operating reserve shall be funded with HC equity from the Stabilization Capital Contribution.

   At the end of the compliance period, any remaining balance of the ODR less amounts that may be permitted to be drawn (which includes Deferred Developer Fee and reimbursements for authorized member/partner and guarantor loan(s) pursuant to the operating/partnership agreement), will be used to pay FHFC loan debt; if there is no FHFC loan debt on the proposed Development at the end of the compliance period, any remaining balance shall be used to pay any outstanding FHFC fees. If any balance is remaining in the ODR after the payments above, the amount should be placed in a

Replacement Reserve account for the Development. In no event shall the payments of amounts to the Applicant or the Developer from the Reserve Account cause the Developer Fee or General Contractor Fee to exceed the applicable percentage limitations provided for in the Rule. Any and all terms and conditions of the ODR must be acceptable to Florida Housing, its Servicer and its Legal Counsel.

2. The Applicant provided a schedule of lease-up expenses that will be utilized during stabilization that appears reasonable to AmeriNat.

TOTAL DEVELOPMENT COSTS	Applicant Costs	Revised Applicant Costs	Underwriters Total Costs - CUR	Cost Per Unit	HC Ineligible Costs - CUR	HOME Ineligible Costs - CUR
TOTAL DEVELOPMENT COSTS:	**$18,557,100**	**$21,281,283**	**$21,191,507**	**$258,433**	**$1,825,071**	**$1,824,596**

Notes to Total Development Costs:

1. Total Development Costs have increased by $2,634,407, or 14.20%, from $18,557,100 to $21,191,507 since the Application due to increases in the construction costs, general development costs, financial costs, Developer Fee, and the inclusion of an Operating Deficit Reserve ("ODR").

OPERATING PRO FORMA

FINANCIAL COSTS:			Year 1	Year 1 Per Unit
OPERATING PRO FORMA				
INCOME:	Gross Potential Rental Income		**$786,048**	**$9,586**
	Other Income			**$0**
	Ancillary Income		$9,840	**$120**
	Miscellaneous		$8,856	**$108**
	Cable/Satellite Income		$10,000	**$122**
	Gross Potential Income		**$814,744**	**$9,936**
	Less:			
	Physical Vac. Loss	Percentage: 4.00%	$32,590	**$397**
	Collection Loss	Percentage: 1.00%	$8,147	**$99**
	Total Effective Gross Income		**$774,007**	**$9,439**
EXPENSES:	Fixed:			
	Ground Lease			**$0**
	Real Estate Taxes		$104,494	**$1,274**
	Insurance		$41,000	**$500**
	Variable:			
	Management Fee	Percentage: 6.00%	$46,440	**$566**
	General and Administrative		$28,700	**$350**
	Payroll Expenses		$106,600	**$1,300**
	Utilities		$71,750	**$875**
	Marketing and Advertising		$4,100	**$50**
	Maintenance and Repairs/Pest Control		$24,600	**$300**
	Grounds Maintenance and Landscaping		$20,500	**$250**
	Contract Services		$14,350	**$175**
	Security		$6,150	**$75**
	Reserve for Replacements		$24,600	**$300**
	Total Expenses		**$493,284**	**$6,016**
	Net Operating Income		**$280,723**	**$3,423**
	Debt Service Payments			
	First Mortgage - HFA / Chase		$207,564	**$2,531**
	Second Mortgage - CDBG-DR		$0	**$0**
	First Mortgage Fees - HFA / Chase		$12,428	**$152**
	Second Mortgage Fees - CDBG-DR		$11,560	**$141**
	Total Debt Service Payments		**$231,551**	**$2,824**
	Cash Flow after Debt Service		**$49,172**	**$600**
	Debt Service Coverage Ratios			
	DSC - First Mortgage plus Fees		**1.28x**	
	DSC - Second Mortgage plus Fees		**1.21x**	
	DSC - All Mortgages and Fees		**1.21x**	
	Financial Ratios			
	Operating Expense Ratio		**63.73%**	
	Break-even Economic Occupancy Ratio (all debt)		**89.26%**	

Notes to the Operating Pro Forma and Ratios:

1. The Development will be utilizing Housing Credits and CDBG-DR financing that will impose rent restrictions. Gross Potential Rental Revenue ("GPR") is based upon the 2020 restricted rents published by Florida Housing under the CDBG-DR program less utility allowances. Rents listed under Gross HC Rents are Gross 2020 CDBG Rents. The utility allowances are based on a Utility Allowance Schedule for the Housing Authority of the City of Fort Pierce, FL approved by the U.S. Department of Housing and Urban Development effective October 1, 2020 as illustrated in an appraisal performed by Meridian dated January 19, 2021. Based upon the application, a minimum of 10% of the units (9 units) will be set-aside for Extremely Low Income ("ELI") tenants earning 35% or less of the area median income ("AMI") and 90% of the units (73 units) will be set aside for tenants earning 60% or less of the AMI. A rent roll for the Development property is illustrated in the following table:

   MSA (County): Port St. Lucie, FL MSA (St. Lucie County).

Bed Rooms	Bath Rooms	Units	Square Feet	AMI%	Low HOME Rents	High HOME Rents	Gross HC Rent	Utility Allow.	Net Restricted Rents	PBRA Contr Rents	Applicant Rents	Appraiser Rents	CU Rents	Annual Rental Income
0	1.0	1	505	35%			$426	$56	$370		$370	$370	$370	$4,440
0	1.0	1	505	60%			$730	$56	$674		$675	$674	$674	$8,088
1	1.0	2	691	35%			$456	$66	$390		$390	$390	$390	$9,360
1	1.0	16	688	60%			$782	$66	$716		$716	$716	$716	$137,472
2	2.0	5	992	35%			$547	$86	$461		$461	$461	$461	$27,660
2	2.0	43	992	60%			$939	$86	$853		$853	$853	$853	$440,148
3	2.0	1	1,197	35%			$632	$106	$526		$526	$526	$526	$6,312
3	2.0	13	1,197	60%			$1,084	$106	$978		$979	$978	$978	$152,568
		82	77,774											$786,048

2. A 5.00% total economic vacancy rate was applied for underwriting purposes based on the comparable developments as concluded in the appraisal.
3. The Development will offer community laundry room to tenants. Meridian projects additional income will be generated based upon a tenant participation rate of 90% and a monthly premium of $10.
4. The Developer will be participating in a revenue sharing agreement with the cable company. The developer estimated an income of $10,000 annually.
5. Ancillary income includes items such as application fees, pet deposits, and other miscellaneous fees.
6. AmeriNat utilized a real estate tax expense of $1,274 per unit based upon the current millage rate for the municipality and an estimated assessment of $51,500 per unit presented by the appraiser. The estimate also took into account the income restrictions of the Development.
7. AmeriNat utilized an estimate of $500 per unit for insurance, which is consistent with the appraisal. The comparable developments presented by the appraiser ranged from $379 to $638 per unit. The Development will be located in a flood zone designated "X" and "AE". Zone "AE" is an area within the 100-year flood plain and as such, flood insurance will be required.
8. The Applicant submitted an executed Property Management Agreement dated as of October 31, 2020 wherein Carteret Management Corporation ("Carteret" or "Manager") will manage the Development. The Agreement states the initial term shall be for five years and will be automatically renewed for successive terms of five years unless terminated by either party in writing in accordance with the Agreement. The Agreement provides for compensation to Carteret in the amount greater of 6.0% of the total gross rental collections received during the preceding month or $2,000. The appraisal

concluded a management fee of 5% based upon a survey of comparable properties identified in the appraisal. AmeriNat utilized a management fee of 6% for this evaluation.

9. Replacement Reserves of $24,600 or a minimum of $300 per unit per annum, per the RFA and Rule.

10. Based upon an estimated Net Operating Income ("NOI") of $280,723 for the proposed Development's initial year of stabilized operations; the First Mortgage loan can be supported by operations at a 1.28x to 1.00 Debt Service Coverage ("DSC"). The combined amount of the First Mortgage loan and CDBG-DR loan can be supported by operations at a 1.21x to 1.00 DSC. All mortgage loans and fees can be supported by operations at a 1.21x to 1.00 DSC.

    Per Rule the RFA, for transactions that have CDBG-DR funding, the minimum DSC shall be 1.10x to 1.00 for the CDBG-DR loan and all superior mortgages. The anticipated operations satisfy the Rule requirement.

11. A 15-year Operating Pro forma attached hereto as Exhibit 1 reflects rental income increasing at an annual rate of 2% and expenses increasing at an annual rate of 3%.

Attachment H

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

September 22, 2020

Blue Sky Communities
5300 W Cypress Street, Suite 200
Tampa, FL 33607

Rob Schwerer, Esq.
130 S Indian River Dr., Suite 304
Fort Pierce, FL 34950

Dear Applicant and Representative:

At their meeting on Monday, September 21, 2020, the City Commission considered an application for Site Plan and Design Review submitted by property owner, St. Lucie County and Representative Blue Sky Communities, to construct a 164 unit multi-family development on a property located on the west side of McNeil Road approximately 1,000 feet northwest of Okeechobee Road in Fort Pierce, FL.

After consideration, the City Commission approved the application with the following conditions:

1. A Landscape Bond will need to be provided at the time of Certificate of Occupancy for each building pursuant to City Code 123-6. The Landscape Bond for the common areas, clubhouse, lakes, & parking areas shall be submitted before the Certificate of Occupancy is issued for the first building in each phase.

2. At the time of Building Permit submit a signed and sealed boundary and topographic survey to the City Engineering Department in accordance with City Code 119-2 (a)(7).

If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W Cox

Linda W. Cox
City Clerk

cc: Jenn Hofmeister, Planning Director

Attachment I

October 26, 2021

Shawn Wilson, Principal
Blue Sky Communities, LLC
5300 W Cypress St #200
Tampa, Florida 33607

Re: **Blue Sky Landing II**
McNeil Road at Portofino Landing Blvd.
Fort Pierce, Saint Lucie County, Florida

Dear Mr. Wilson

Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential
Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential
construction and permanent lender for the development of affordable rental housing to be known as **Blue Sky Landing II** and located in Saint Lucie County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but rather is intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Facilities:	JPMorgan Chase will provide a credit facility in the amount of **$18,300,000,** the proceeds of which will fund construction and permanent loans to the Borrower. Upon meeting the conditions required for the permanent period, the Construction Loan will convert to a Permanent Loan in an amount not to exceed **$4,200,000**.
Borrower:	Blue McNeil Two, LLC.
Manager Member/ General Partner:	Blue McNeil Two M, LLC
Developer:	Blue Sky Communities and/or Affiliate
Project:	Blue Sky Landing Two will consist of an 82-unit family-oriented affordable rental property and located in Saint Lucie County, Florida

JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone: 813.483.8297; tammy.haylock-moore@chase.com

Construction Loan

Amount:	Approximately $18,300,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.
Initial Term:	24 months.
Interest Rate:	One-Month Adjusted Term SOFR + 240 bps. "One-month Adjusted Term SOFR" means an interest rate per annum equal to (a) the one-month Term SOFR, plus (b) 10 bps. Any one-month Term SOFR less than 0.50% shall be deemed to be 0.50%. (3.00% as of October 26, 2021). The construction interest reserve will be calculated with a cushion determined by Lender.
Commitment Fee:	.50% of the loan amount.
Extension Option:	One, conditional, six-month maturity extension.
Extension Fee:	0.125% of the sum of the loan balance and the amount remaining of the original commitment.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity by Cerulean Holdings, LLC and Blue McNeil Two M, LLC
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval.
Tax Credit Equity:	At least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase.
Repayment:	Construction Loan will be repaid from equity funded up to and including conversion to the Permanent Loan and from the Permanent Loan.
Loan to Value:	Up to 80% including the value of the real estate and low income housing tax credits.
Contract Bonding:	100% Payment and Performance Bonds from "A" rated surety

Permanent Loan

Amount:	$4,200,000 subject to final underwriting.
Commitment Fee:	.75% of the Permanent Loan amount payable at Construction Loan closing.

Interest Rate:	The interest rate for the Permanent Loan shall be locked at Construction Loan closing. The applicable interest rate shall be the 10-Year SOFR Swap Rate plus 325 bps. The 10-Year SOFR Swap Rate will be subject to a floor of 1.00%. Current indicative rate **is 4.63%.**
Outside Conversion Date:	The Borrower must convert to the Permanent Loan on or before 30 months from Construction Loan closing. This "Outside Conversion Date" is the Construction Loan closing date advanced by the sum of (i) the number of months of the initial Construction Loan term and (ii) the maximum number of months available under the Extension Option.
Failure to Convert to the Permanent Loan:	In the event the Permanent Period does not commence for any reason or does not commence on or before the Outside Conversion Date, the Borrower shall pay Lender a break funding premium equal to the greater of 1.0% of the Permanent Loan commitment amount or yield maintenance.
Permanent Loan Term:	Measured from Construction Loan closing and equal to the sum of (i) the number of months to the Outside Conversion Date and (ii) 180 months (15 years).
Amortization:	35 years
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 85% of the stabilized rent-restricted value.
Conversion Requirements:	At least three consecutive calendar months of not less than: • 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment, and • 90% economic and physical occupancy. And the pro-forma forecast shows DSCR (based on annual revenue growth of 2% and annual expense growth of 3%) of not less than 1.00x in the Permanent Period. As applicable, commercial income and commercial tenants will be excluded from the DSCR and occupancy requirements.
Prepayment Terms:	Prepayment prior to three years before the Permanent Loan maturity date will be subject to a prepayment fee equal to the greater of 1% of the loan balance or yield maintenance. Thereafter, prepayment will be without premium.
Escrows/Reserves:	Bank controlled escrows required for property taxes, insurance, and replacement reserves. Replacement reserve of $300/unit/year (or such

higher amount as required by any other party to the transaction) funded at conversion with 3-month initial deposit. An operating reserve equal to three months of operating expenses and debt service payments, to stay in place for the life of the loan, is required or as required by the Syndicator..

We appreciate the opportunity to discuss with you the possibility of providing construction and permanent financing for the proposed project. This letter of interest is for your and the tax credit allocating agency's information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.**

JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires July 31, 2022, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase Bank N.A. cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMorgan Chase Bank, NA



Tammy Haylock-Moore, Authorized Officer

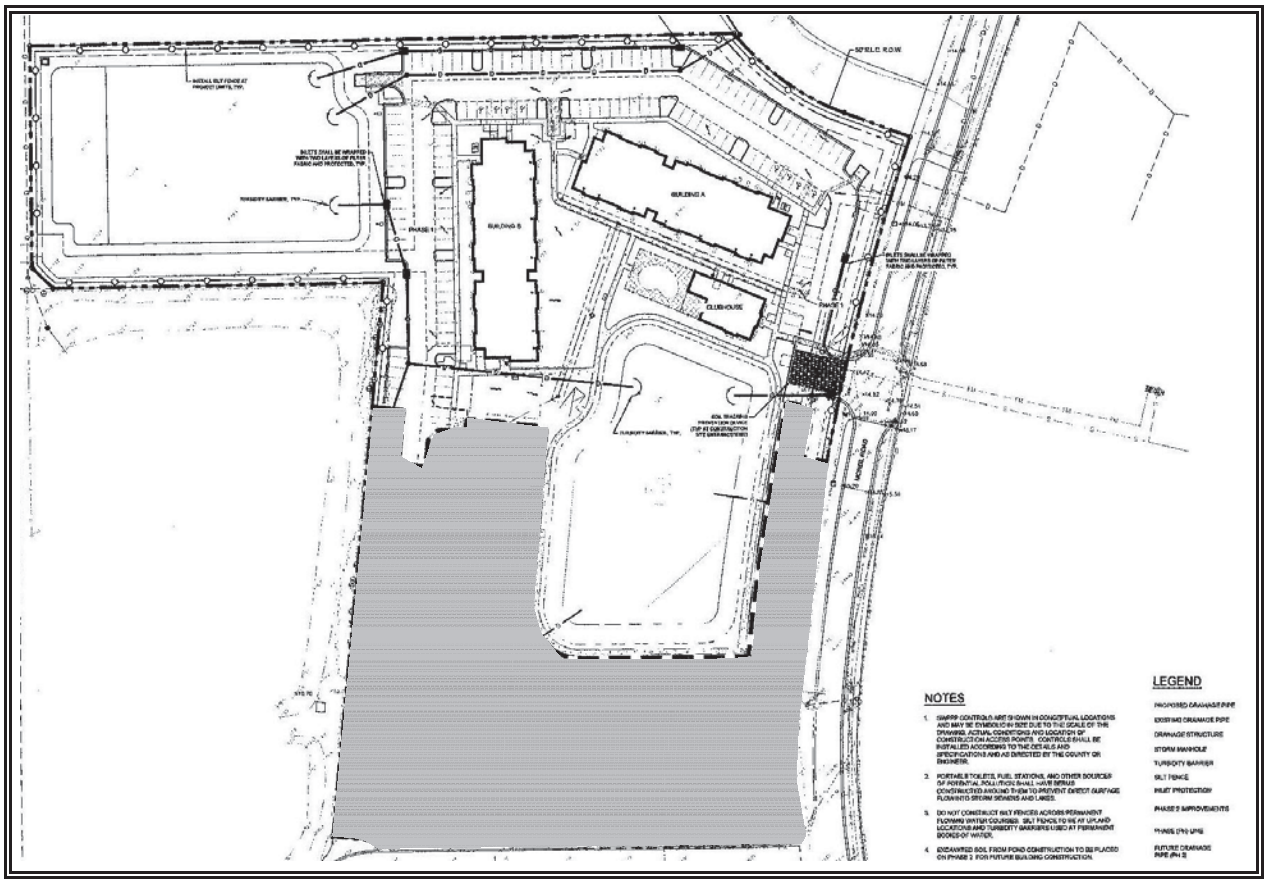
JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone: 813.483.8297; tammy.haylock-moore@chase.com

Attachment J

PHASE I ENVIRONMENTAL SITE ASSESSMENT

BLUE SKY LANDING PROPERTY
VACANT LAND LOCATED WEST OF MCNEIL ROAD AND SOUTH OF CORNER DRIVE.
FORT PIERCE, FL 34947

REPORT DATE: December 22, 2020



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Environmental Property Audits, Inc.
Environmental Engineering and Consulting Firm Advising on Issues Today to Assist in Making a Better Tomorrow

Date: December 22, 2020

Prepared for: Blue McNeil One, LLC
Att: Angela Hatcher
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

Reference: Phase I Environmental Site Assessment (ESA) per ASTM 1527-13 guidelines

Location: Blue Sky Landing Property
Vacant land located west of McNeil Road and south of Corner Drive.
Fort Pierce, FL 34947
Folio #: 2419-211-0004-000-8

Environmental Property Audits, Inc. (EPAI) has performed this Phase I Environmental Site Assessment (ESA) of the above-referenced property. The report is based upon our inspection of the property performed on December 14, 2020 and subsequent historical and records review.

The assessment was conducted in accordance with the American Society for Testing and Materials (ASTM) Standard Guide for Environmental Site Assessments: Phase I Environmental Site Assessment Process E 1527-13, the All Appropriate Inquiries Final Rule (AAI Rule) for Phase I ESAs, the scope of work provided by the Client, and generally accepted industry standards.

The environmental assessment described herein was conducted by the undersigned employees of EPAI. EPAI's assessment consisted solely of the activities described in the Introduction of this report.

If you have any questions regarding this report, please feel free to contact me directly.

Respectfully submitted,

Byron R. Wood, L.E.P., C.E.S.

Enclosure

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT

Prepared for:

Blue McNeil One, LLC
Att: Angela Hatcher
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

Conducted on:

Blue Sky Landing Property
Vacant land located west of McNeil Road and south of Corner Drive.
Fort Pierce, FL 34947
Folio #: 2419-211-0004-000-8

EPAI Reference # 12205588

Prepared by:

Environmental Property Audits, Inc.
12700 Biscayne Boulevard, Suite 401
North Miami, FL 33181
(305) 895-9788 Fax (772) 692-9451

I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in §312.10 of 40 C.F.R. 312. I, have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.



Byron R. Wood, L.E.P., C.E.S.
Registration # 158, 17703

Signature

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1.0 EXECUTIVE SUMMARY

At the request of Blue McNeil One, LLC (the Client), Environmental Property Audits, Inc. (EPAI) has conducted a Phase I Environmental Site Assessment (ESA) of the following property. This ESA has been conducted in conformance with the scope and limitations of ASTM Practice E 1527-13 and in accordance with the All Appropriate Inquiries Final Rule (AAI Rule) for Phase I ESAs.

Summary of Site Details	
Property Name:	**Blue Sky Landing Property**
Property Address:	**Vacant land located west of McNeil Road and south of Corner Drive., Fort Pierce, FL 34947**
Parcel ID No:	**2419-211-0004-000-8**
Property Size:	**The subject property consists of one (1) parcel of land containing approximately 281,484.72 square feet (6.462 acres).**
Property Improvements:	**The proposed development consists of two (2) phases on a parcel of land containing a total of 9.186 acres. The subject property (Phase I) consists of the northern 6.462 acres, of the development (see plat map in Appendix A). The property is vacant land consisting of natural vegitation, fencing, utilities, and drainage.**
Historical Uses:	**The subject property remained vacant until the 1940's when the site appears to have been utilized for agriculture. There was no evidence of buildings or mixing operations observed on the subject property. The Site appears as unplanted and vacant land from the late 1980's to present.**

1.1 CONCLUSIONS & RECOMMENDATIONS

Environmental Property Audits, Inc. (EPAI) has conducted a Phase I Environmental Site Assessment (ESA) on the property located at Vacant land located west of McNeil Road and south of Corner Drive., Fort Pierce, FL 34947 (subject property, subject site, or Site) in conformance with the scope and limitations of ASTM Practice E 1527-13. The subject property was identified by the St Lucie County Property Appraiser as Parcel Id No: 2419-211-0004-000-8. Any exceptions to, or deletions from, this practice are described in Section 11 of this report.

SECTION	ACCEPTABLE	ACCEPTABLE MAY REQUIRE O&M PROGRAM	POTENTIAL REC
Environmental Setting	X		
Property History	X		
Database Review	X		
Visual Observations	X		
Storage Tanks	X		
PCBs	X		

In conclusion, there were zero (0) Recognized Environmental Conditions (RECs), zero (0) Controlled Recognized Environmental Conditions (CRECs), zero (0) Historical Recognized Environmental Condition (HREC), one (1) Business Environmental Risk (BER), and zero (0) de minimis condition identified in this investigation. Based on the findings of this report, no additional environmental investigation is recommended at this time.

The BER is identified as:

- **The north portion of the subject property was utilized as a part of a larger orange grove from prior to 1940 to the 1980's. The larger agricultural operation included properties to the north and west of the subject property. There was no evidence of any chemical mixing or chemical storage activities observed in the aerial photograph review. However, associated with the operations of agricultural lands is the application of soil amendments. Agrochemicals are persistent, non-mobile and tend to reside in the upper soil horizons and when applied per the manufacturers recommendations, typically do not contaminate the soils and/or groundwater in concentrations above the State Cleanup Target Levels (SCTL).**

  In addition, future development of the Site will result in clearing the property, bringing in fill material, and improving the property with buildings and asphalt roadways and parking areas. Any residual agrochemicals that may be present in the surficial soils prior to site development will likely be removed or covered by impervious materials and are not considered to be a human health risk or concern. However, proper management of the soils is the responsibility of the developer. Consequently, the client may want to consider testing the soils for agrochemicals to determine if additional development costs may be associated with managing the on site soils.

Attachment K



Aerial Photograph 1992: Site # 12205588
Vacant 6.462 Acres West of McNeil Road &
South of Corner Drive
Ft. Pierce, Florida Scale: 1”=300’

N



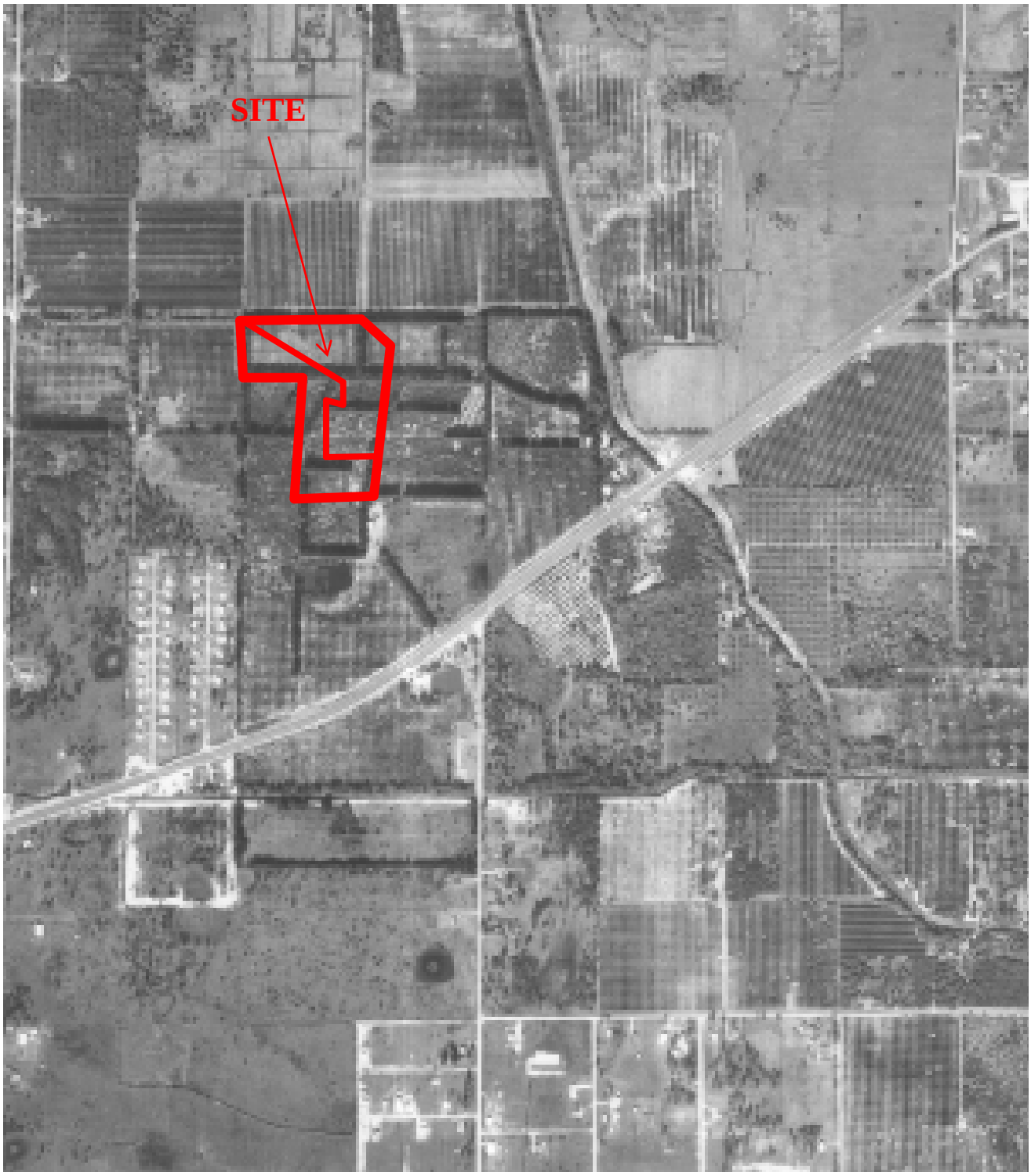
Aerial Photograph 1980: Site # 12205588
Vacant 6.462 Acres West of McNeil Road &
South of Corner Drive
Ft. Pierce, Florida Scale: 1”=300’

N



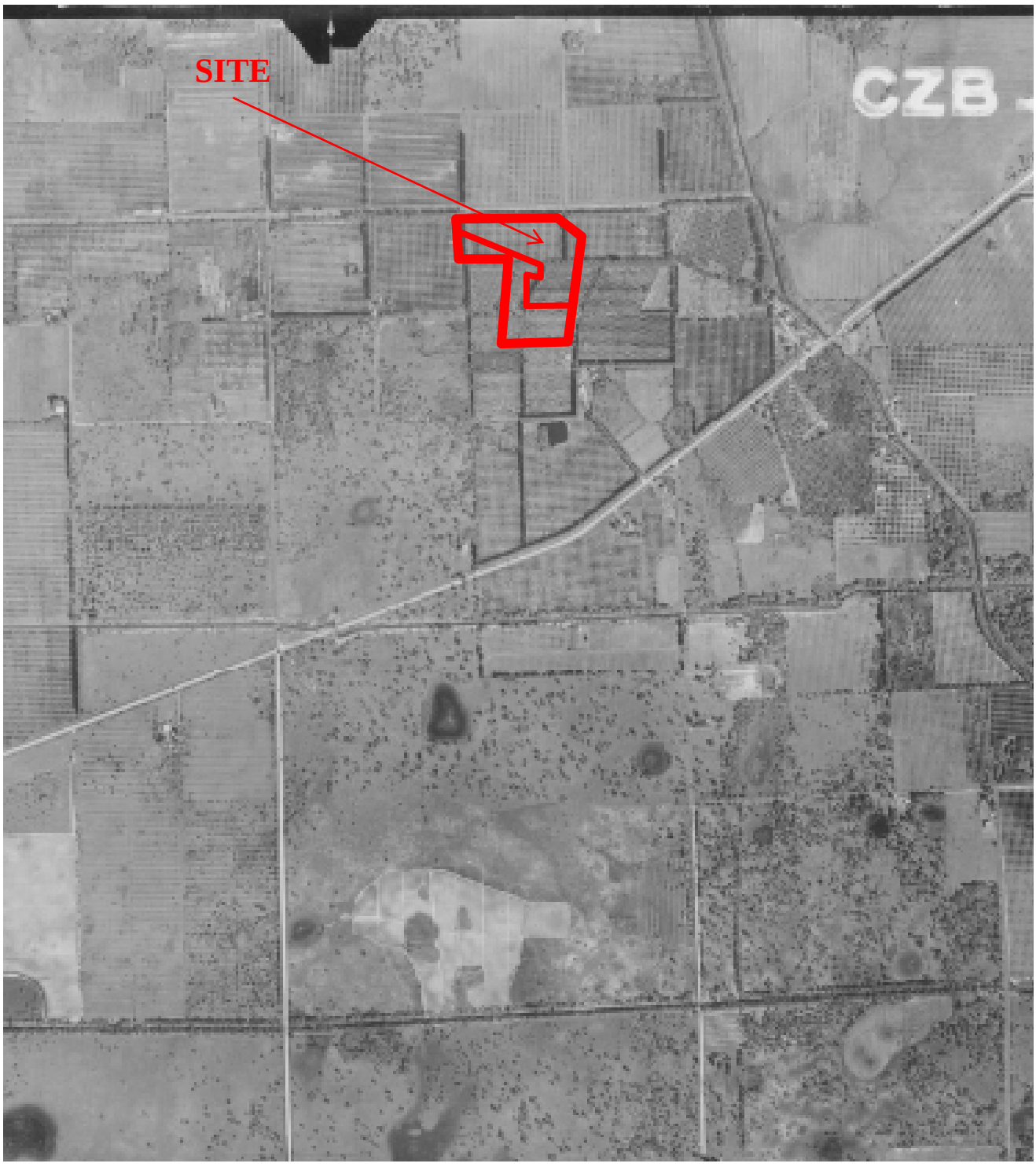
Aerial Photograph 1970: Site # 12205588 Vacant 6.462 Acres West of McNeil Road & South of Corner Drive
Ft. Pierce, Florida Scale: 1"=300'

N



Aerial Photograph 1958: Site # 12205588
Vacant 6.462 Acres West of McNeil Road &
South of Corner Drive
Ft. Pierce, Florida Scale: 1”=300’

N



Aerial Photograph 1944: Site # 12205588
Vacant 6.462 Acres West of McNeil Road &
South of Corner Drive
Ft. Pierce, Florida Scale: 1”=300’

N

Attachment L

UNIVERSAL
ENGINEERING SCIENCES
Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:
- Atlanta
- Daytona Beach
- DC Metro
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

June 24, 2021

Blue Sky Communities
5300 W. Cypress Street, Suite 200
Tampa, Florida 33607

Attention: **Scott Macdonald**
Executive Vice President
smacdonald@blueskycommunities.com]

Reference: Limited Site Assessment Report
Blue Sky Landing Property
Vacant Land McNeil Road and Corner Drive.
Fort Pierce, FL 34947
UES Project No. 0140.2100186
UES Report No: 1877983

Dear Mr. Macdonald:

Universal Engineering Sciences (UES) has reviewed a Phase I Environmental Site Assessment (ESA) dated December 22, 2020 for the above referenced property prepared by Environmental Property Audits, Inc. (EPAI). The ESA identified the following Business Environmental Risk:

- The north portion of the subject property was utilized as a part of a larger orange grove from prior to 1940 to the 1980's. The larger agricultural operation included properties to the north and west of the subject property. There was no evidence of any chemical mixing or chemical storage activities observed in the aerial photograph review. However, associated with the operations of agricultural lands is the application of soil amendments. Agrochemicals are persistent, non-mobile and tend to reside in the upper soil horizons and when applied per the manufacturers recommendations, typically do not contaminate the soils and/or groundwater in concentrations above the State Cleanup Target Levels (SCTL).

It was recommended that soil samples be collected to determine if there were any residual agricultural compounds in the soil at the site.

Fourteen samples were screened for arsenic using an XRF. Five of the screened samples exceeded the Soil Cleanup Target Level (SCTL) of 2.1 mg/kg. These samples were sent to a laboratory for confirmation analysis. One sample (SS-3 at the 0.0 to 0.5 –ft depth) exhibited arsenic at a concentration of 2.6 mg/kg which exceeds the SCTL of 2.1 mg/kg. The sample collected at the 0.5 to 2.0 – ft was below the SCTL. UES recommends clearing and grubbing the land of the trees and vegetation. The process of clearing the land would mimic an in-situ blending. The detected concentration is low concentration and is only in the shallow sample. This location should then be resampled following clearing

Universal Engineering Sciences appreciates this opportunity to provide environmental services to you and we look forward to future endeavors. Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
Universal Engineering Sciences



Michael J. Geden, P.G.
Senior Project Manager

Attachment M

FINAL DRAFT

Considerations for Stormwater Features within Contaminated Sites

Florida Department of Environmental Protection
Division of Waste Management
District & Business Support Program
Tallahassee, FL

Problem Statement:
Conditional Site Rehabilitation Completion Orders (CSRCOs) under Rule 62-780.680(2) or (3), F.A.C. may restrict construction of new and/or alteration of existing stormwater management systems (SWMS). The State supports reuse of contaminated sites and recognizes that new construction requires placement of SWMS to appropriately manage runoff from impervious surfaces. Contaminated sites may require expansion of the impervious areas (new building foundations, parking, pavement, access roads, etc.) and may trigger modification of the existing SWMS.

In the case of contaminated sites that qualify for a conditional site rehabilitation completion order (CSRCO), the planning for potential areas on the site for future SWMS is important so as not to violate the possible engineering control, or otherwise cause contamination to circumvent the control and spread contamination to either previously uncontaminated areas or offsite. If such a spread or impact occurred, it would render the CSRCO void.

Goal:
The construction or modification of SWMS should not affect contamination at the site (cause leaching from soil or mobilize the groundwater contaminant plume). In some cases, the construction of SWMS may be addressed prior to closure and the restriction removed from the CSRCO. Please note that adequate demonstration must be provided that neither the currently proposed or any future modification of the SWMS will exacerbate the contamination at the site. Potential future development including the type and location of the SWMS should be evaluated. Guidance on addressing SWMS construction prior to closure is provided below.

For situations where prior SWMS evaluation is not possible, this guidance can also assist in obtaining approval for the construction of a new or modification of an existing SWMS on a contaminated site following closure.

SWMS - Design & Best Practices at Contaminated Soil and/or Groundwater Sites in Relation to CSRCOs

The placement, design and use of stormwater structures, ponds, and pathways is a critical part of a plan to prevent the spread of pollution at known contaminated sites due to the potential to cause leaching from soils or to create a hydraulic head to spread contamination in groundwater across the site or off site to previously uncontaminated areas.

In general, stormwater structures, ponds and pathways are to be placed in previously non-contaminated areas of a site to prevent and/or reduce the possibility of causing the contamination to spread or increase due to leaching or hydraulic head conditions.

Dry Pond vs Wet Pond. Subject to comments and requirements of the SWMS reviewing agencies, as appropriate, dry ponds should be designed to recover within 72 hours of a rain event. Dry ponds with underdrains should recover within 36 hours. It is recommended that the bottom of the dry pond be at least 2 ft above the Seasonal High-Water Table (SHWT). Wet ponds have to recover to their static elevation within a certain timeframe (usually noted in the construction application) and the pond bottom is below the SHWT.

SWMS must be designed with site groundwater elevation data in mind to not adversely affect the contaminated areas of the site. A sufficient number of wells or piezometers must be used, and groundwater elevation contour maps developed to accurately demonstrate the direction of

groundwater flow at the site. The stormwater design may only be placed in specific areas in such a way to not impact or cause movement of contamination.

Further consideration is needed to evaluate the placement of engineering controls, to clearly define the appropriate or available locations for the construction of SWMS.

The following questions should be considered during the planning stages of the SWMS

- What will be the type of the future development, residential or commercial?
- Because of the land use and size as well as the underlying lithology, what type of stormwater system will work better:
    a. Wet detention system
    b. Detention with effluent filtration
    c. Lined detention pond or vault
    d. Dry system (retention pond)
    e. Underground exfiltration (subterranean gallery)
    f. Sand chimney
- What is the extent and depth of the groundwater plume in the restrictive area?
- Is the restriction for the use of groundwater and/or irrigation wells?
- Is soil contamination under an engineering control (EC) and will the EC be breached?
- Will dewatering during construction of the SWMS affect plume migration?
- How will the water from the dewatering operations be disposed (e.g., onsite management, sanitary sewer, generic permit, NPDES)?

Groundwater:

A mounding model can be used to support that a SWMS installed some distance or location away from the plume will not cause the plume to migrate. Approved models and design requirements must be consistent with the agencies responsible for reviewing the SWMS application.

Prior to Closure

a. Depth to contaminant if a demonstration is provided that groundwater is at a depth that the infiltration from the SWMS will not cause the plume to migrate, then it may be possible to remove the stormwater restriction from the CSRCO. The demonstration or modeling should be based upon the appropriate design storm event usually 100-yr/24-hour or 25-year/24-hour depending on the type of system (open or closed) and the reviewing agency requirements. The SWMS should be engineered to impact only the upper surficial aquifer.

b. Plume in relationship to confining layer – If groundwater contamination is below a competent confining layer, stormwater restrictions should not be necessary. However, language may need to be included in the CSRCO that the confining unit cannot be breached in the construction of the SWMS.

c. If construction of the SWMS will occur on top of the plume and cannot be addressed by a. or b. above, then the CSRCO can specify that any SWMS construction will require use of a liner thereby eliminating the need for subsequent Department (Waste Management) approval. Please note that lined ponds are for storage/evaporation and need to have outflow structures. The outflow should direct runoff to areas away from the contamination.

Subsequent to Closure
SWMS constructed on top of the groundwater plume will require a liner unless a. and b. from "Prior Closure Section" above can be demonstrated.

SWMS constructed upgradient, cross-gradient or downgradient, and within 500 feet of the plume will require a mounding analysis be submitted to determine if the mound intersects the plume.

Soil:
If soil contamination is present, the impact of the proposed SWMS on potential leaching or direct exposure must be addressed.

If soils exceed the Leachability Soil Cleanup Target Level (L-SCTL), Synthetic Precipitation Leachate Procedure (SPLP, EPA Method SW-846-1312) testing can be conducted prior to closure to demonstrate that the contamination will not leach and the restriction on SWMS can be removed. An appropriate number of samples should be collected from different lithologies and the highest concentrations within those lithologic units used in the SPLP analysis. A minimum of three samples per lithologic unit is recommended, but additional samples may be required depending on the size of the impacted area.

If a dry pond is to be constructed on top of soil that exceeds the direct exposure soil cleanup target level, the pond bottom must have an engineering control in place to mitigate the exposure risk. This could be in the form of a 2-foot clean fill barrier, impermeable liner, or the use of an alternative soil cleanup target level for an appropriate exposure scenario. The control would be included in the Institutional Control Registry and documented in the CSRCO.

Dewatering
Pursuant to Rule 62-621.300(2), F.A.C., coverage under this generic permit constitutes authorization to discharge groundwater from dewatering operations through a point source to surface waters of the State. Please ensure that the parameters of concern in the groundwater restricted area are below the surface water criteria. See Chart 1 below.

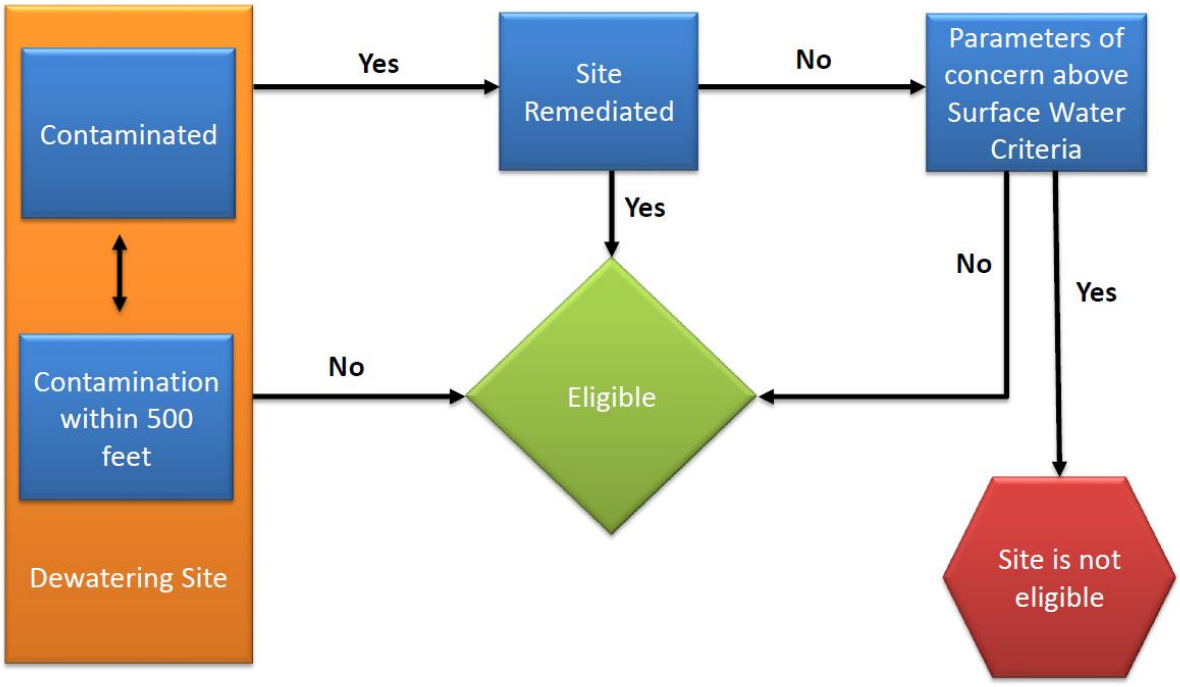


Chart 1. Decision tree for dewatering at contaminated sites. Provided by the Southwest District.

If the site does not qualify for a non-contaminated site permit, then an option is to contact the appropriate lead government agency for approvals to discharge to the sanitary sewer. The Dewatering permit is processed by DEP District Offices.

Further Consideration

It may be prudent to label areas acceptable and non-acceptable to stormwater structures, ponds, and pathways as part of the draft CSRCO Process. This in effect would be a secondary restrictive area(s) for non-acceptable future stormwater structure construction zones. The primary restrictive area would be the contaminated area(s) itself. Each CSRCO site would have specific maps which specifically designates these areas and defines the extent of contamination and the restricted area(s). The secondary restrictive area map would create a future stormwater use map for each site.

For additional information please contact Lynn Walker at Lynn.Walker@floridadep.gov or 850-245-7502. You may also contact the contributors listed below.

References:

a. *Operating Agreement Concerning Regulations under Part IV, Chapter 373 F.S. between SWFWMD and DEP*
b. *SWFWMD Environmental Resource Permit Applicant Handbook Volume II, effective June 1, 2018*
c. *DEP-NWFWMD ERP References and Design Aids*

Contributors

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Craig.Parke@FloridaDEP.gov

Board of County Commissioners

Sean Mitchell
Chairman
County Commissioner
District No. 2

January 25, 2022

Via Email

Mr. Nicholas C. Mimms, P.E., ICMA-CM, City Manager
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Consent to Request by Blue McNeil Two, LLC for Designation of Property Located in the Vicinity of 100 Blue Sky Circle, Fort Pierce, Florida 34947, Parcel ID Number 2419-211-0004-010-1, as a Green Reuse Area Pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act

Dear Mr. Mimms:

Please be advised that St. Lucie County, Florida (the "County"), the owner of the above-referenced site (the "Subject Property"), has entered into a Purchase and Sale Agreement with Blue McNeil Two, LLC ("Blue McNeil") for construction of the second phase of a new affordable housing development at the Subject Property. For purposes of such development, Blue McNeil has control of the Subject Property and is authorized to seek and obtain all necessary approvals. To that end, the County understands that Blue McNeil is filing a request for designation of the Subject Property as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes, of Florida's Brownfield Redevelopment Act and confirms that it consents to the designation. Thank you.

Sincerely,

Sean Mitchell
Chair, St. Lucie County Board of County Commissioners

cc: Blue McNeil Two, LLC
Michael R. Goldstein, Esq., Environmental Counsel for Blue McNeil Two, LLC

Chris Dzadovsky, District No. 1 – Linda Bartz, District No. 3 – Frannie Hutchinson, District No. 4 – Cathy Townsend, District No. 5
County Administrator, Howard Tipton - County Attorney, Dan McIntyre
2300 Virginia Avenue Fort Pierce, FL 34982-5652 (772) 462-1412
FAX (772) 462-2131 – TDD (772) 462-1428
mitchellse@stlucieco.org

Timestamp

2/10/2022 15:43:54

Email Address

mfroimson@gannett.com

Final Publication Date

2/17/2022

Ad Number

GCI0828696

Publication

Indian River Press

Market

Treasure Coast

Delivery Method

Email

Number of Affidavits Needed

1

Customer Name

The Goldstein Environmental Law Firm, P.A.

Customer Phone Number

(305) 777-1680

Customer Address

2100 Ponce De Leon BLVD # 710
Coral Gables, FL 33134-5207

Account Number (If Known)

AP-681175

Customer Email

pnovaro@goldsteinenvlaw.com

Your Name

Marita Froimson

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Indian River Press Journal
1801 U.S. 1, Vero Beach, FL32960
AFFIDAVIT OF PUBLICATION

GOLDSTEIN ENVIRONMENTAL LAW FIRM PA
2100 PONCE DE LEON BLVD #170
CORAL GABLES, FL 33134
ATTN

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk of the Indian River Press Journal, a daily newspaper published at Vero Beach in Indian River County, Florida: that the attached copy of advertisement was published in the Indian River Press Journal in the following issues below. Affiant further says that the said Indian River Press Journal is a newspaper published in Vero Beach in said Indian River County, Florida, and that said newspaper has heretofore been continuously published in said Indian River County, Florida, daily and distributed in Indian River County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Indian River Press Journal has been entered as Periodical Matter at the Post Offices in Vero Beach, Indian River County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

2/17/2022

Subscribed and sworn to before on February, 17th, 2022

Notary, State of WI, County of Brown
My commission expires: 5.15.23

NANCY HEYRMAN
Notary Public
State of Wisconsin

Publication Cost: $315.00
Ad No: GCI0828696
Customer No: 681175
PO#: PUBLIC NOTICE

Notice of Virtual Community Meeting and Public Hearings for Green Reuse Area Designation Pursuant to Florida's Brownfields Redevelopment Act

Representatives for Blue McNeil One, LLC and Blue McNeil Two, LLC (together, "Blue McNeil"), will hold a virtual community meeting on February 24, 2022, from 5:30 p.m. until not later than 7:00 p.m. for the purpose of affording interested parties the opportunity to provide comments and suggestions on the potential designation of land located at 100 Blue Sky Circle, Fort Pierce, Florida 34947, folio numbers 2419-211-0004-000-8 and 2419-211-0004-010-1, as a Green Reuse Area. The designation is being made pursuant to Section 376.80, Florida Statutes, of Florida's Brownfields Redevelopment Act, and will involve two public hearings before Fort Pierce City Commission on March 7, 2022 and March 21, 2022.

The virtual community meeting, which will also address future development and rehabilitation activities planned for the site, is free and open to all members of the public. Please register at https://bit.ly/blueskylanding, call (305) 640-5300, or email bbrumund@goldsteinenvlaw.com before the meeting to receive meeting access instructions. For additional instructions on how to join, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, please contact Blue McNeil's representative Brett C. Brumund who can be reached by phone at (305) 640-5300, by email at bbrumund@goldsteinenvlaw.com, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.

TR-GCI0828696-01

favorite hide flag share

Posted less than a minute ago on: 2022-02-17 07:39

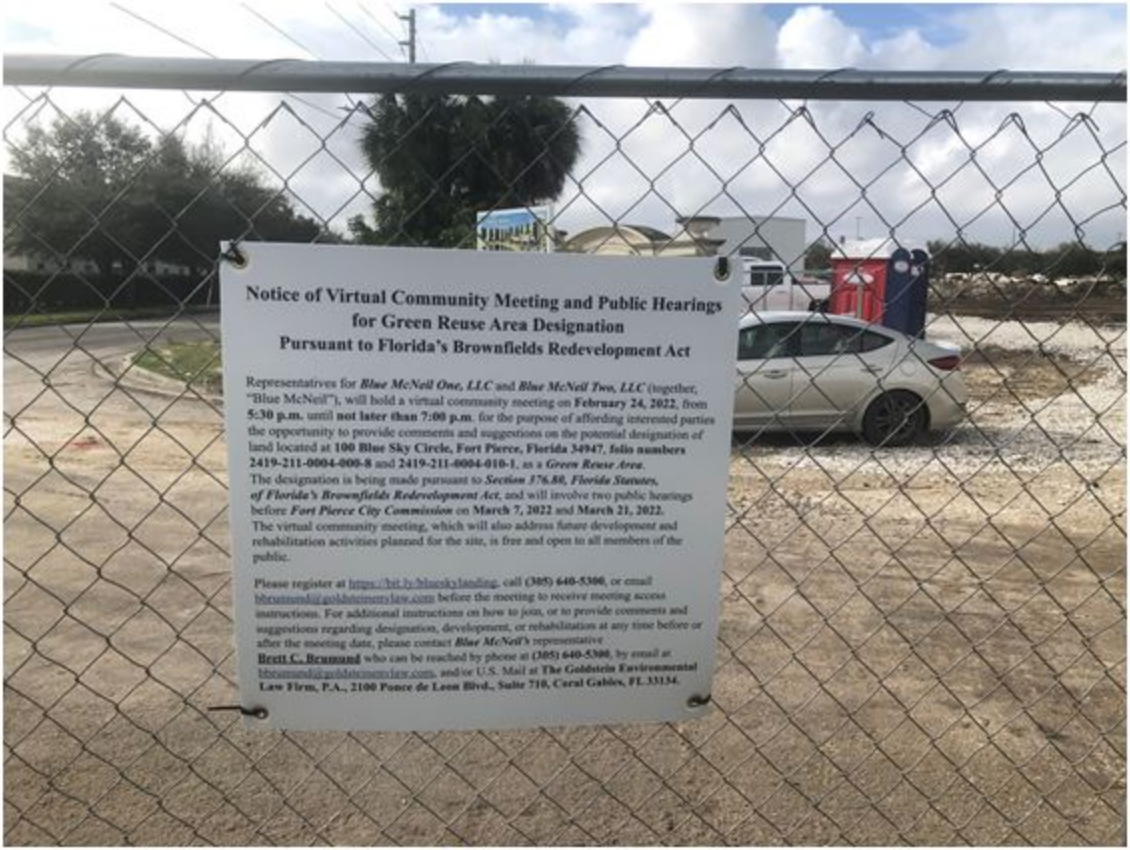
Contact Information:

Notice of Virtual Community Meeting and Public Hearings (Fort Pierce, FL)

100 Blue Sky Circle



Notice of Virtual Community Meeting and Public Hearings for Green Reuse Area Designation
Pursuant to Florida's Brownfields Redevelopment Act
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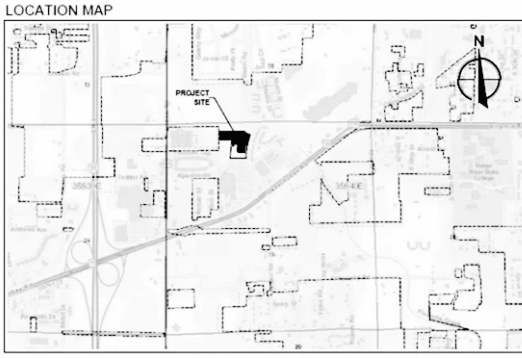

Notice of Virtual Community Meeting and Public Hearings
for Green Reuse Area Designation
Pursuant to Florida's Brownfields Redevelopment Act
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Please register at https://bit.ly/blueskylanding, call (305) 640-5300, or email bbrunsmd@goldsteinenvlaw.com before the meeting to receive meeting access instructions. For additional instructions on how to join, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the meeting date, please contact Blue McNeil's representative
Brett C. Brunsmd who can be reached by phone at (305) 640-5300, by email at bbrunsmd@goldsteinenvlaw.com, and/or U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Blvd., Suite 710, Coral Gables, FL 33134.

PUBLIC NOTICE
CITY OF FORT PIERCE
GREEN REUSE AREA DESIGNATION

NOTICE IS HEREBY GIVEN, pursuant to Sections 376.80 and 166.041, F.S., the City Commission of the City of Fort Pierce will hold a first public hearing on Monday, March 7, 2022, at 6:00 P.M. and a second public hearing on Monday, March 21, 2022, at 4:30 P.M. for the adoption of a proposed resolution in the City Hall Commission Chambers, 100 N. U.S. Highway 1, Fort Pierce, Florida.

RESOLUTION 22-R11 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, DESIGNATING THE REAL PROPERTY LOCATED AT 100 BLUE SKY CIRCLE, FORT PIERCE, FLORIDA, PARCEL ID NUMBERS 2419-211-0004-000-8 AND 2419-211-0004-010-1, THE BLUE SKY LANDING GREEN REUSE AREA PURSUANT TO THE FLORIDA BROWNFIELDS REDEVELOPMENT ACT FOR THE PURPOSE OF REMEDIATION, REHABILITATION, AND REDEVELOPMENT; PROVIDING FOR NOTICE TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE

Display Map of Subject Property



All interested parties may appear at the meeting and be heard with respect to the resolution. Said resolution will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Hwy 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 2/27/2022 & 3/13/2022

City Commission Regular Meeting - 6:00 pm **12. d.**

Meeting Date: 03/07/2022

Re: Resolution 22-R13,

Submitted For: Tanya Earley, Assistant City Attorney, City Attorney

SUBJECT:

Resolution 22-R13, Authorizing the execution of a deed transferring two (2) parcels located near 322 N 2nd Street, the King's Landing Site, to the Fort Pierce Redevelopment Agency

SUMMARY:

After advertising Request for Qualifications and Proposals ("RFQP") No. 2019-003, considering the responses, and selecting Audubon Development, Inc. ("Audubon"), as the highest ranked proposer, the City of Fort Pierce and the Fort Pierce Redevelopment Agency ("FPRA") entered into an agreement with Audubon, to develop certain property located near 322 North 2nd Street and commonly known as the King's Landing Site. The original developer's agreement, which was approved by the FPRA and the City Commission in 2019, was amended, restated, and approved by the City Commission on January 18, 2022, and the FPRA Board on February 8, 2022 (collectively the "Agreement").

The Agreement contemplates the transfer of certain parcels from the City to the FPRA and subsequently from the FPRA to Audubon. Two (2) of the parcels referenced in RFQP 2019-003 are owned by the City and need to be transferred to the FPRA pursuant to the Agreement. The proposed resolution authorizes the execution of a deed to transfer those parcels.

RECOMMENDATION:

Approval.

ALTERNATIVES:

Approve the resolution with changes, or disapprove the resolution.

RESPONSIBLE STAFF:

Tanya Earley, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2022

OTHER INFORMATION:

The parcels are being transferred in furtherance of a community redevelopment project.

Attachments

22-R13
Development Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/02/2022 04:39 PM

Form Started By: Tanya Earley
Started On: 02/14/2022 04:22 PM
Final Approval Date: 03/02/2022

RESOLUTION NO. 22-R13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE EXECUTION OF A SPECIAL WARRANTY DEED IN FAVOR OF THE FORT PIERCE REDEVELOPMENT AGENCY FOR THREE (3) PARCELS LOCATED NEAR 322 NORTH 2ND STREET, THE KING'S LANDING SITE**; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID DEED ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after advertising Request for Qualifications and Proposals No. 2019-003, considering the responses, and selecting Audubon Development, Inc. ("Audubon") as the highest-ranked proposer, the City of Fort Pierce ("City") and the Fort Pierce Redevelopment Agency ("FPRA") have entered into an agreement dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707 ("Agreement"), with Audubon, to develop certain property located near 322 North 2nd Street and commonly known as the King's Landing Site; and

WHEREAS, the Agreement contemplates the transfer of certain parcels from the City to the FPRA and subsequently from the FPRA to Audubon; and

WHEREAS, in furtherance of the Agreement, the City has identified three (3) parcels to be transferred from the ownership of the City to the FPRA; and

WHEREAS, said three (3) parcels are further described in the attached and incorporated Exhibit A; and

WHEREAS, the City Commission has determined that the City no longer needs the parcels described in Exhibit A for public purpose; and

WHEREAS, to effectuate the transfer of the parcels described in Exhibit A, it is therefore necessary for the City to execute the Special Warranty Deed contained in the attached Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce hereby authorizes the execution of the Special Warranty Deed attached as Exhibit A, in favor of the Fort Pierce Redevelopment Agency.

2. That the Mayor, City Clerk, and City Attorney are hereby authorized to execute said Special Warranty Deed on behalf of the City.

3. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of March, 2022.

_____
Linda Hudson, Mayor

_____
Date

ATTEST:

_____
Linda Cox, City Clerk

(City Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Tanya Earley, City Attorney

Exhibit A

Property Description

Three (3) Parcels located near 322 North Second Street, Fort Pierce, St. Lucie County, Florida, being more particularly described as follows:

Parcel 1:

Tax Parcel Identification No. 2410-503-0043-000/2

The Easterly 20.00 feet and the Southerly 50.00 feet; the Northerly 165.00 feet of the Easterly 75.00 feet, and the Southerly 87.00 feet of the Westerly 67.00 feet, of the following described parcel of land:

Commencing at the Southwest corner of Lot 8, Block F, of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, Public Records of St. Lucie County, Florida; proceed North 04°53'21" West, along the East Right-of-Way of North 2nd Street (Formerly known as Pine Street as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 60 foot Right-of-Way) and the West line of said Block F, a distance of 254.00 feet to the Southwest corner of Lot 2, said Block F, and the POINT OF BEGINNING; thence continue North 04°53'21" West, along said East Right-of-Way, and said West line of Lot 2, and Lot 1, said Block F, a distance of 69.42 feet to an angle point in the East Right-of-Way line of the realigned portion of North 2nd Avenue; thence North 18°26'19" West, along said East Right-of-Way line of North 2nd Avenue (a 50 foot wide Right-of-Way), a distance of 371.24 feet to a point on the centerline of a 2.6 foot concrete bulkhead on the South top of bank of Moore's Creek and Reference Point "A"; (the following five courses are along the centerline of said concrete bulkhead and the South top of bank of Moore's Creek) thence North 70°33'12" East, departing said East Right-of-Way line, a distance of 44.68 feet; thence North 79°01'13" East, a distance of 179.28 feet; thence North 87°55'03" East, a distance of 71.16 feet; thence North 77°41'52" East, a distance of 224.31 feet; thence North 75°24'46" East, a distance of 29.63 feet to a point on the West Right-of-Way line of Indian River Drive, as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960 (a varying width Right-of-Way); thence South 04°53'04" East, departing said concrete bulkhead centerline and South top of bank of Moore's Creek, and along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 85°09'39" West, departing said West Right-of-Way line, and along said Easterly prolongation, and the South line of said Lot 3, and 2, a distance of 457.22 feet to the POINT OF BEGINNING.

Said lands being more particularly described as Parcel Control Number 2410-503-0043-000-2 per St. Lucie County, Florida Property Appraiser.

Parcel 2:

Tax Parcel Identification No. 2410-503-0013-000/3

The Westerly 20 feet of Lot 1, Block B, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida.

Parcel 3 (portion of Avenue B):

That part of "Avenue B" (formerly known as Tropical Avenue as shown on AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida), lying Southerly and adjacent to Parcels 5 and 7, as described herein, Northerly and adjacent to Parcels 8, 9 and 10, as described herein, Westerly and adjacent to the West line of North 2nd Street, and that portion lying Easterly and adjacent to the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern

Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; said lands situate, lying and being in St. Lucie County, Florida.

This Instrument Prepared by:

Tanya Earley, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Tax Parcel Identification No.: Parcel 1: 2410-503-0043-000/2
Parcel 2: 2410-503-0013-000/3
Parcel 3: Portion of Avenue B

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 2022, by the CITY OF FORT PIERCE, a municipal corporation whose address is 100 N. U.S. 1, Fort Pierce, Florida, ("**Grantor**"), to the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, all those certain parcels of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This conveyance is subject to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

SAMPLE

CITY OF FORT PIERCE, FLORIDA

_____
Print Name: _____

By: _____
Print Name: Linda Hudson
Title: Mayor

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this ___day of _____, 2022, by _____ as _____ of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

SAMPLE

Exhibit "A"

Two (2) Parcels located near 322 North Second Street, Fort Pierce, St. Lucie County, Florida, being more particularly described as follows:

Parcel 1:

Tax Parcel Identification No. 2410-503-0043-000/2

The Easterly 20.00 feet and the Southerly 50.00 feet; the Northerly 165.00 feet of the Easterly 75.00 feet, and the Southerly 87.00 feet of the Westerly 67.00 feet, of the following described parcel of land:

Commencing at the Southwest corner of Lot 8, Block F, of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, Public Records of St. Lucie County, Florida; proceed North 04°53'21" West, along the East Right-of-Way of North 2nd Street (Formerly known as Pine Street as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 60 foot Right-of-Way) and the West line of said Block F, a distance of 254.00 feet to the Southwest corner of Lot 2, said Block F, and the POINT OF BEGINNING; thence continue North 04°53'21" West, along said East Right-of-Way, and said West line of Lot 2, and Lot 1, said Block F, a distance of 69.42 feet to an angle point in the East Right-of-Way line of the realigned portion of North 2nd Avenue; thence North 18°26'19" West, along said East Right-of-Way line of North 2nd Avenue (a 50 foot wide Right-of-Way), a distance of 371.24 feet to a point on the centerline of a 2.6 foot concrete bulkhead on the South top of bank of Moore's Creek and Reference Point "A"; (the following five courses are along the centerline of said concrete bulkhead and the South top of bank of Moore's Creek) thence North 70°33'12" East, departing said East Right-of-Way line, a distance of 44.68 feet; thence North 79°01'13" East, a distance of 179.28 feet; thence North 87°55'03" East, a distance of 71.16 feet; thence North 77°41'52" East, a distance of 224.31 feet; thence North 75°24'46" East, a distance of 29.63 feet to a point on the West Right-of-Way line of Indian River Drive, as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960 (a varying width Right-of-Way); thence South 04°53'04" East, departing said concrete bulkhead centerline and South top of bank of Moore's Creek, and along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 85°09'39" West, departing said West Right-of-Way line, and along said Easterly prolongation, and the South line of said Lot 3, and 2, a distance of 457.22 feet to the POINT OF BEGINNING.

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Tax Parcel Identification No. 2410-503-0013-000/3

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Parcel 3 (Portion of Avenue B):

That part of "Avenue B" (formerly known as Tropical Avenue as shown on AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida), lying Southerly and adjacent to Parcels 5 and 7, as described herein, Northerly and adjacent to Parcels 8, 9 and 10, as described herein, Westerly and adjacent to the West line of North 2nd Street, and that portion lying Easterly and adjacent to the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; said lands situate, lying and being in St. Lucie County, Florida.

SAMPLE

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

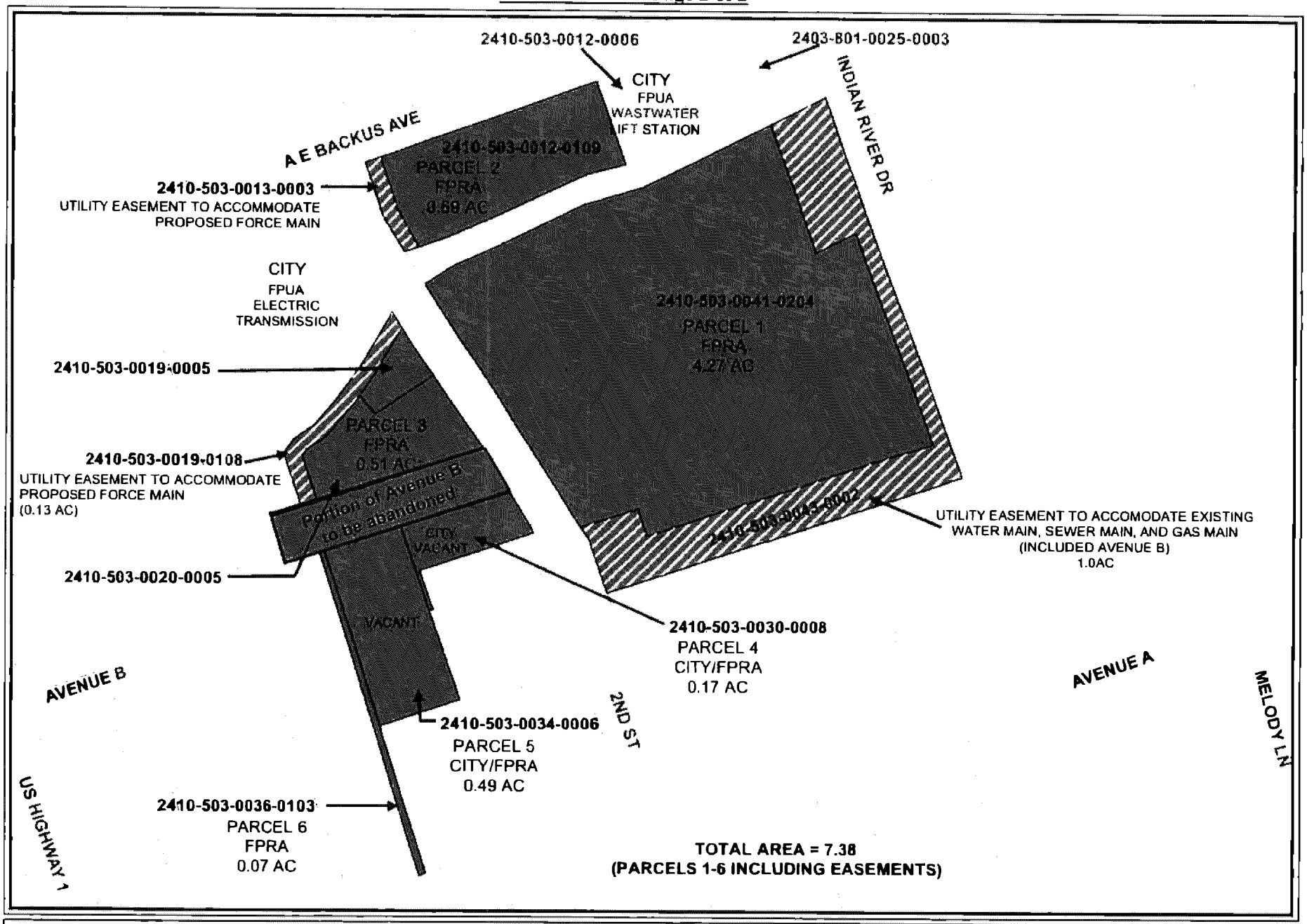
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

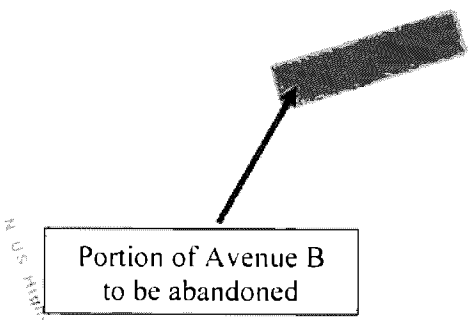


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

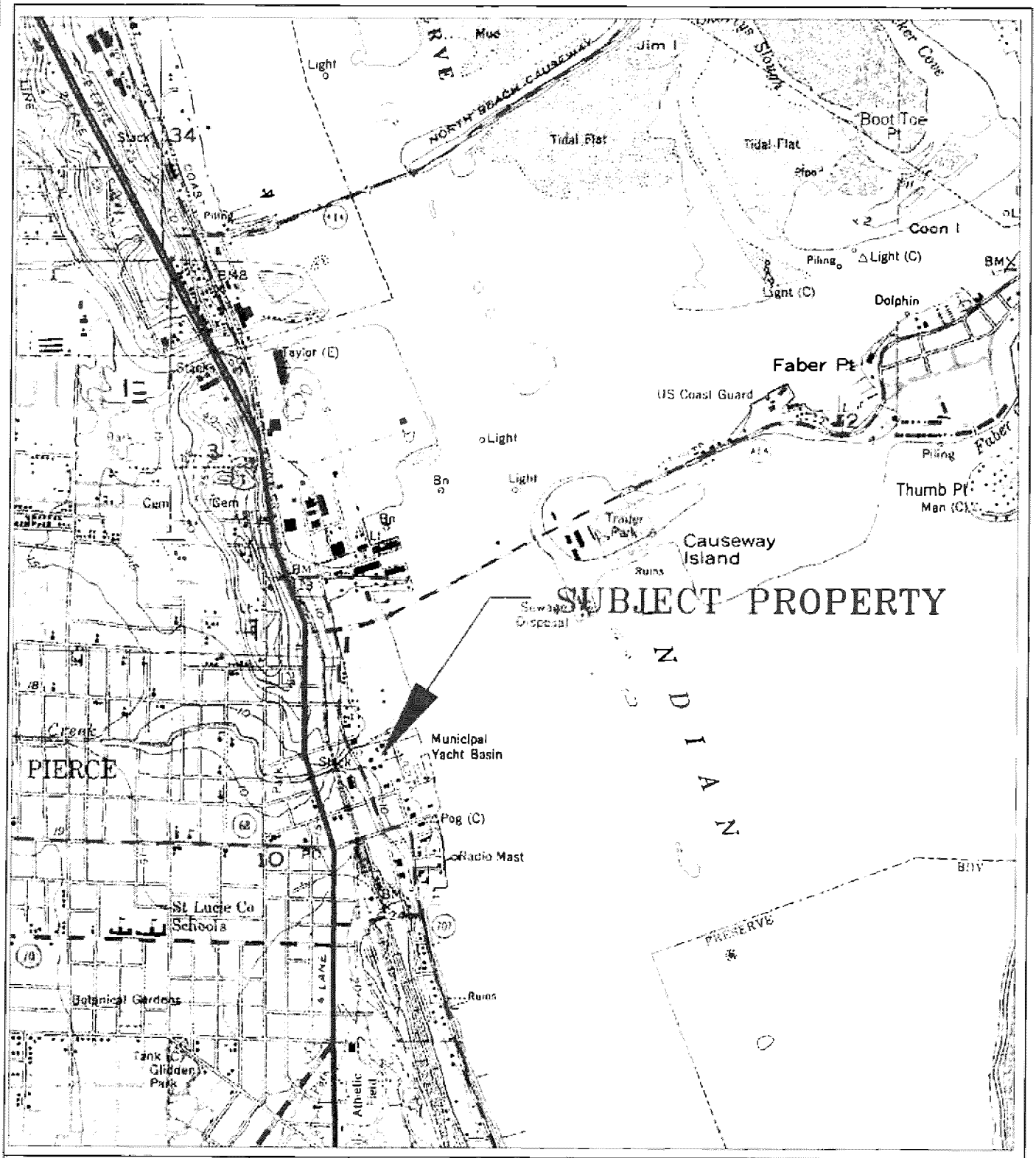
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

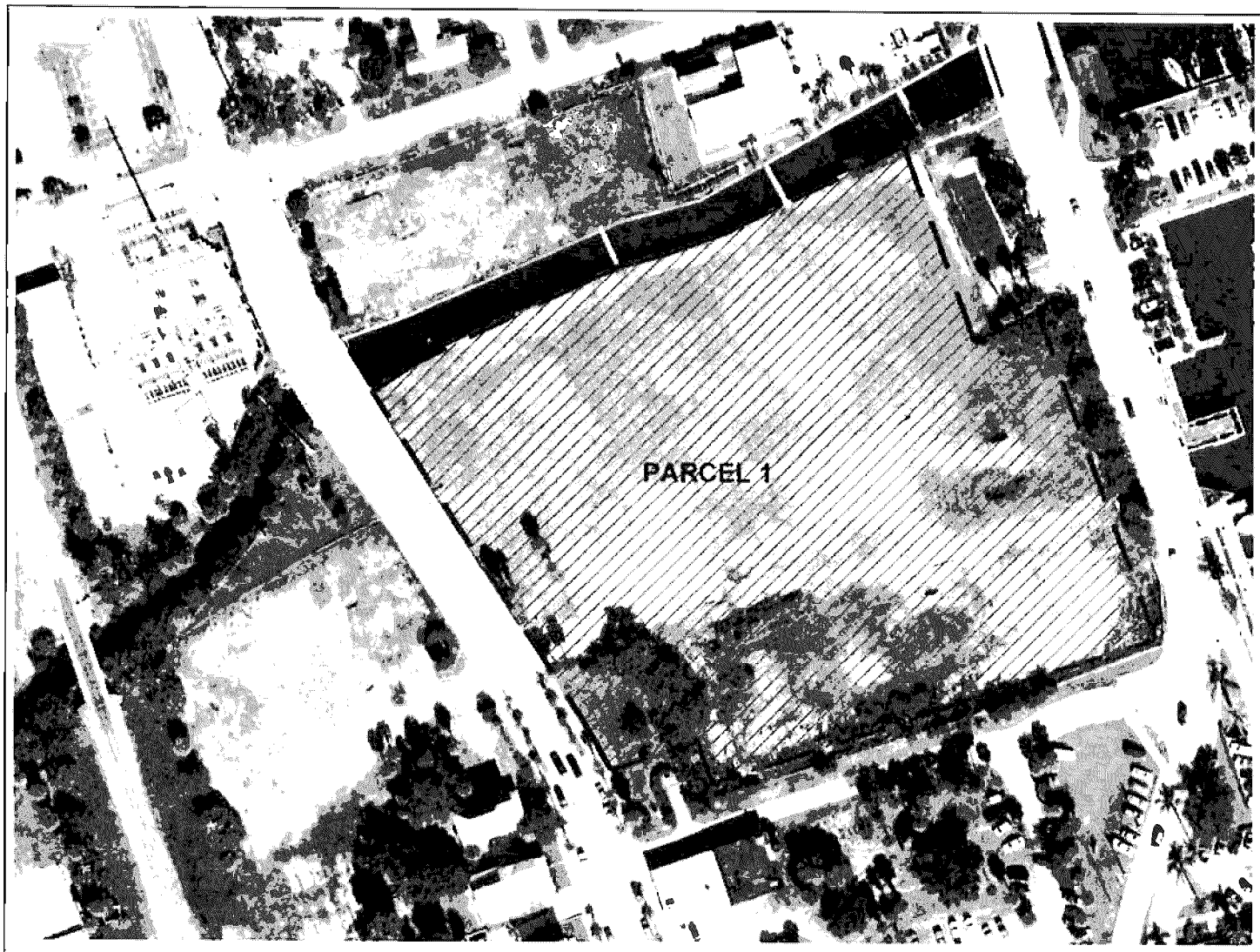


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

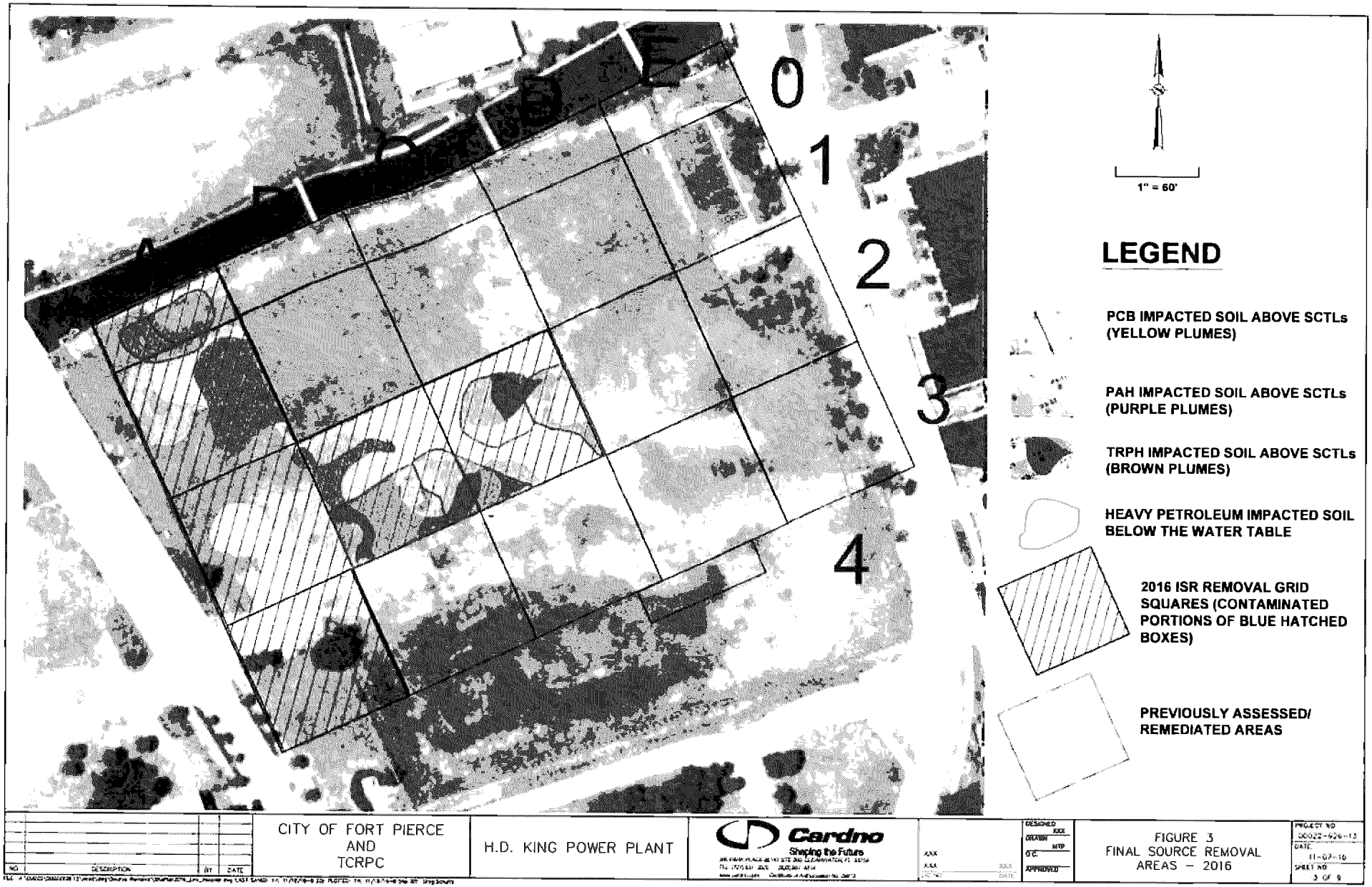
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00032-026-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

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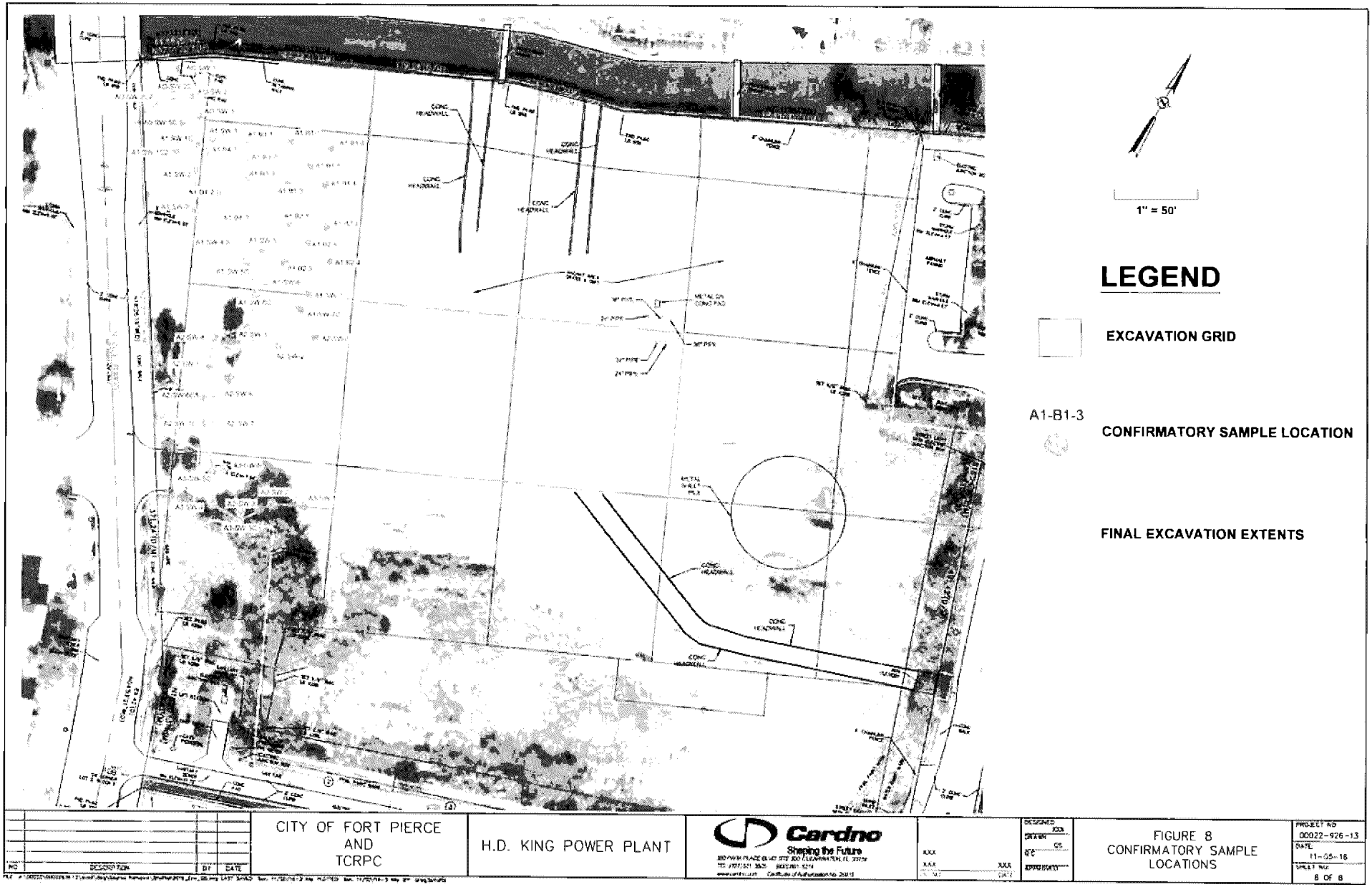


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

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H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

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H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

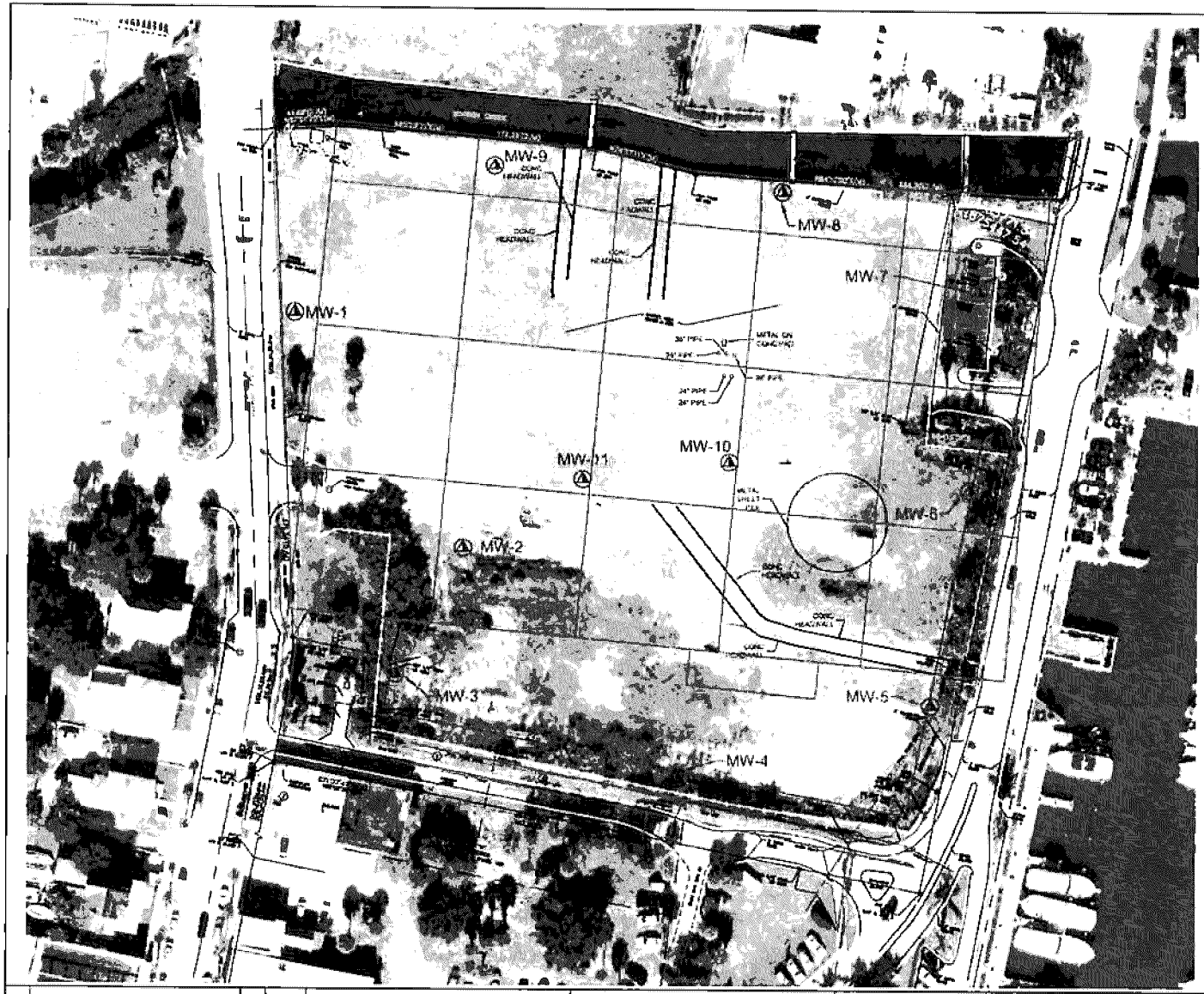
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

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IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

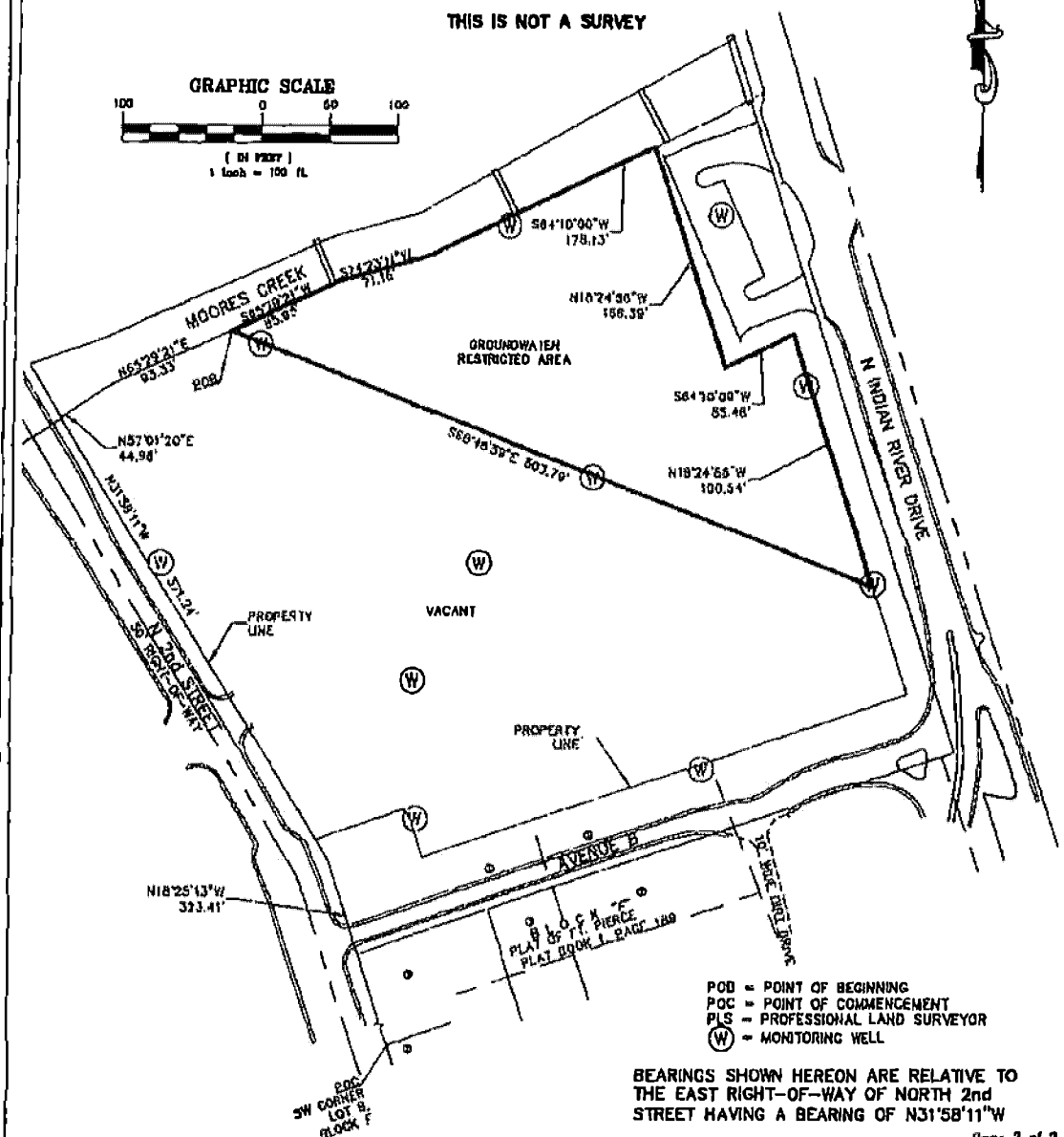
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sked.dwg, 3/21/2017 3:45:57 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

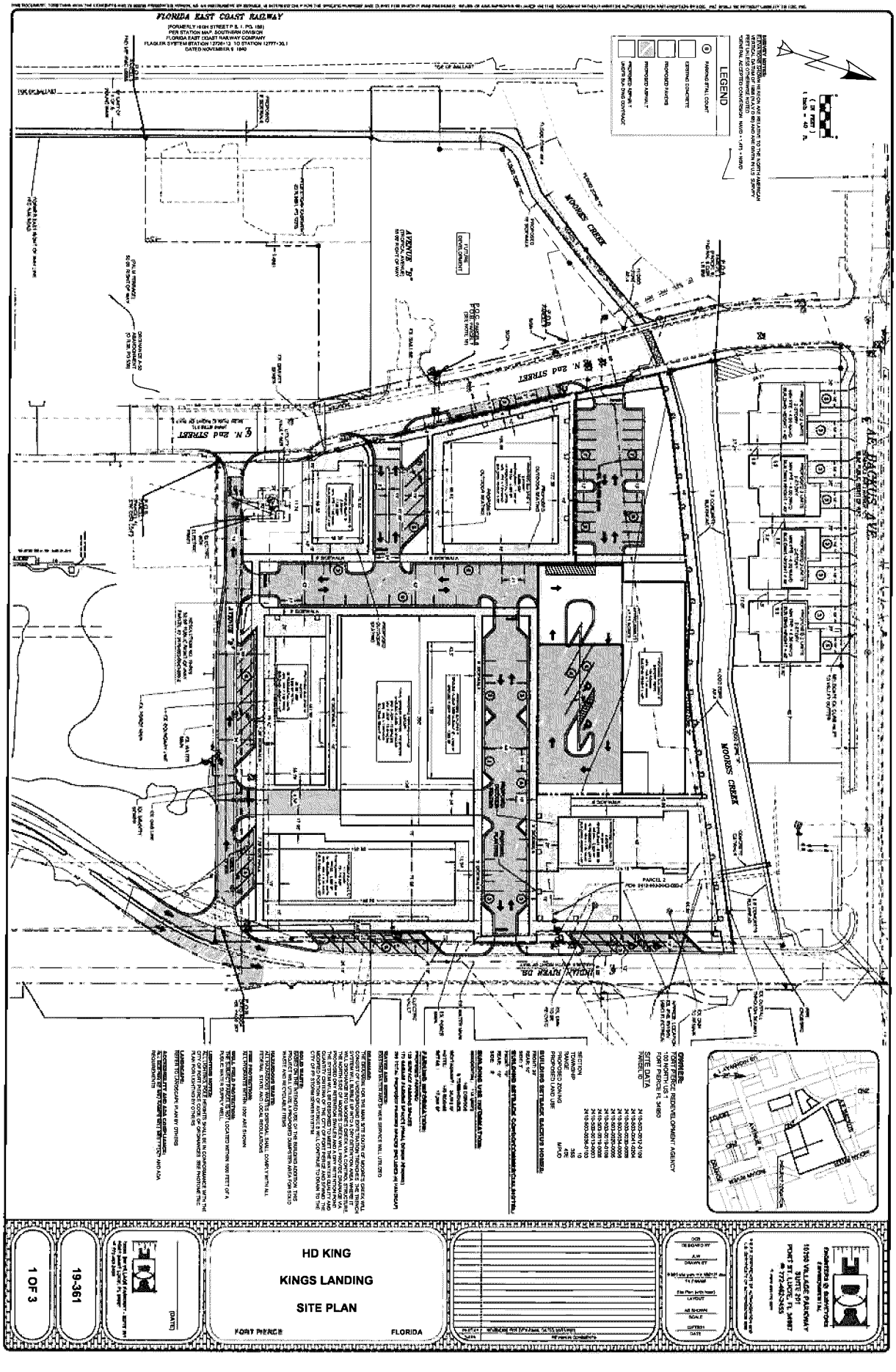
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



City Commission Regular Meeting - 6:00 pm **12. e.**

Meeting Date: 03/07/2022

Re: Resolution 22-R14

Submitted For: Tanya Earley, Assistant City Attorney, City Attorney

SUBJECT:

Resolution 22-R14, Authorizing the execution of a deed on behalf of the Fort Pierce Utilities Authority to transfer three (3) parcels near 322 N. 2nd Street, the King's Landing Site, to the Fort Pierce Redevelopment Agency

SUMMARY:

After advertising Request for Qualifications and Proposals ("RFQP") No. 2019-003, considering the responses, and selecting Audubon Development, Inc. ("Audubon"), as the highest ranked proposer, the City of Fort Pierce and the Fort Pierce Redevelopment Agency ("FPRA") entered into an agreement with Audubon, to develop certain property located near 322 North 2nd Street and commonly known as the King's Landing Site. The original developer's agreement, which was approved by the FPRA and the City Commission in 2019, was amended, restated, and approved by the City Commission on January 18, 2022 and the FPRA Board on February 8, 2022 (collectively the "Agreement").

The Agreement contemplates the transfer of certain parcels from the City to the FPRA and subsequently from the FPRA to Audubon. Three (3) of the parcels referenced in RFQP 2019-003 were originally conveyed to the City for the use and benefit of the Fort Pierce Utilities Authority ("FPUA"). The proposed resolution authorizes the execution of a deed on behalf of the FPUA to transfer said parcels to the FPRA.

RECOMMENDATION:

Approval.

ALTERNATIVES:

Approve the resolution with changes, or disapprove the resolution.

RESPONSIBLE STAFF:

Tanya Earley, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2022

OTHER INFORMATION:

The parcels are being transferred in furtherance of a community redevelopment project.

Attachments

Agreement
22-R14

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/02/2022 04:39 PM

Form Started By: Tanya Earley
Started On: 02/23/2022 03:09 PM
Final Approval Date: 03/02/2022

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

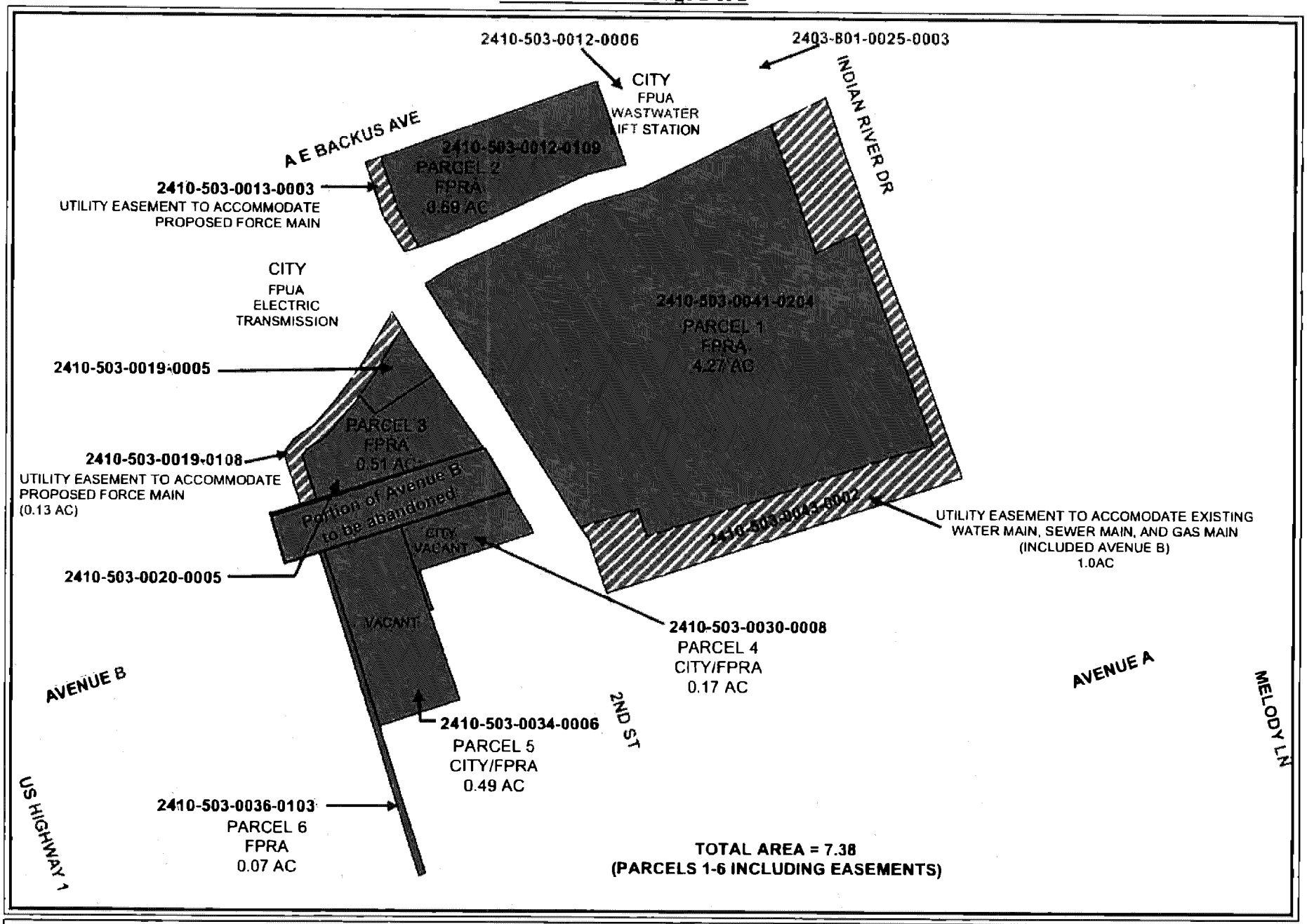
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

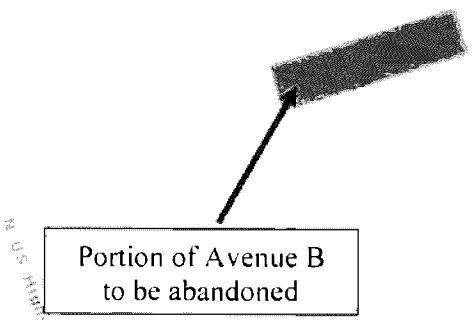


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

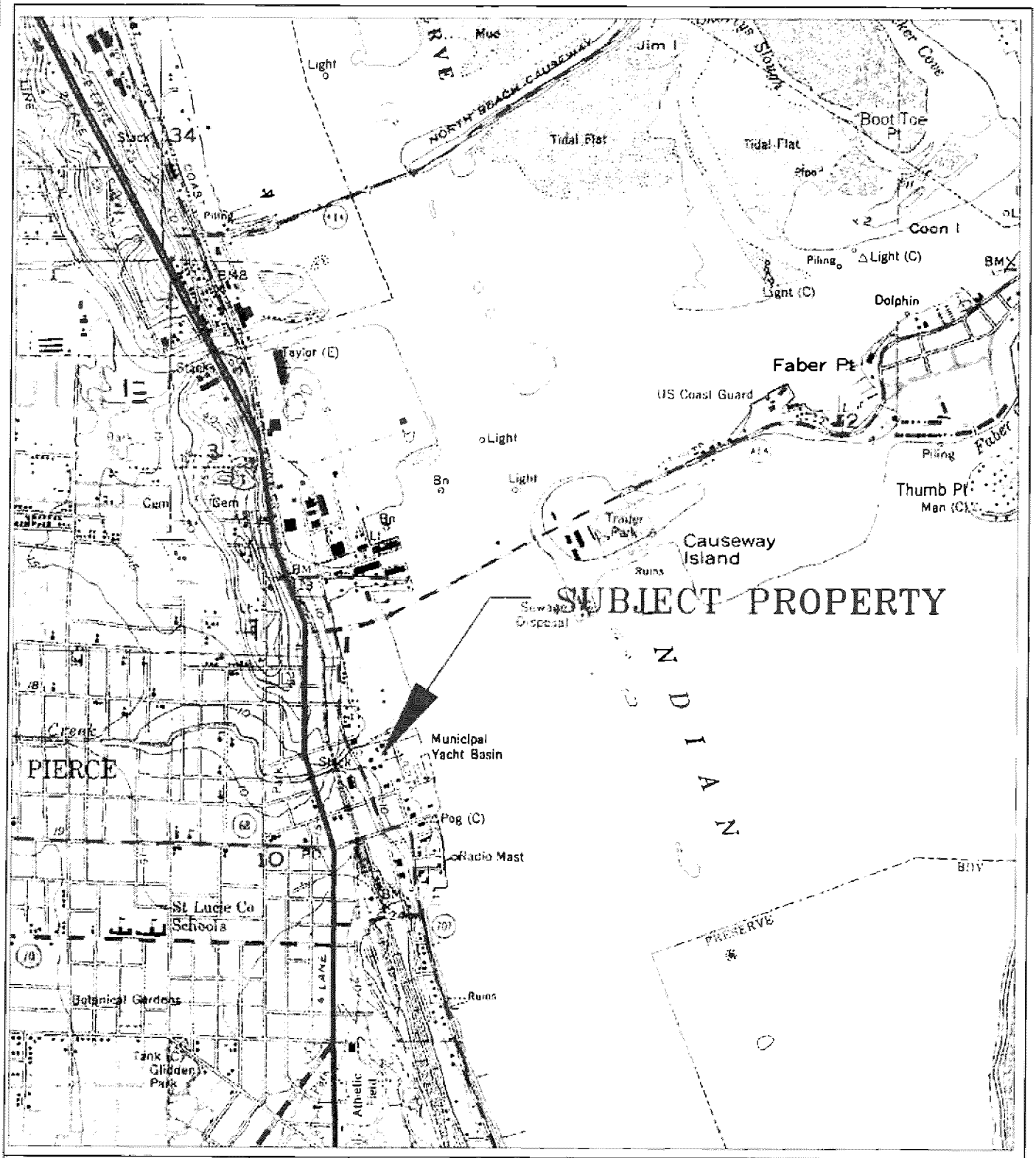
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

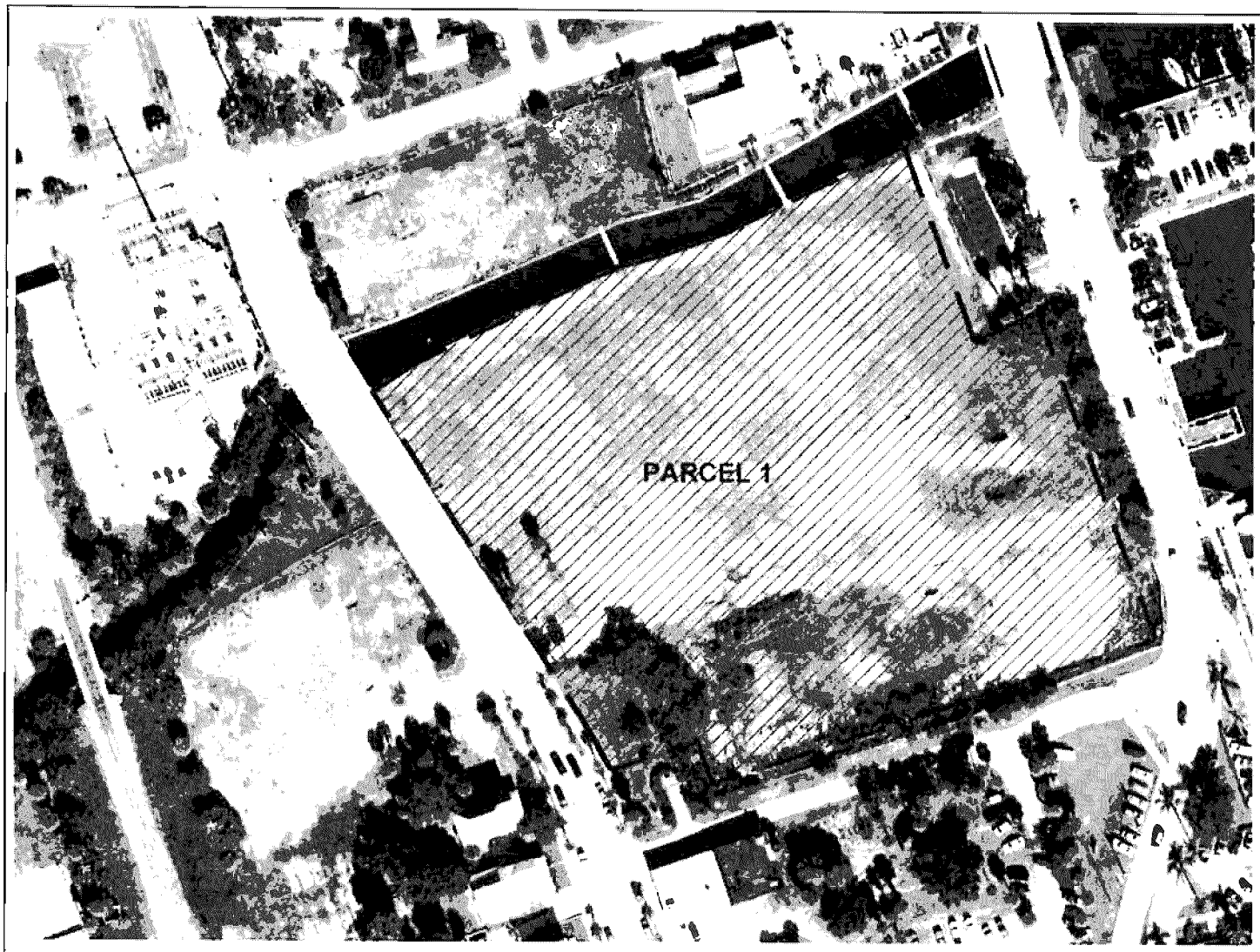


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

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Shaping the Future

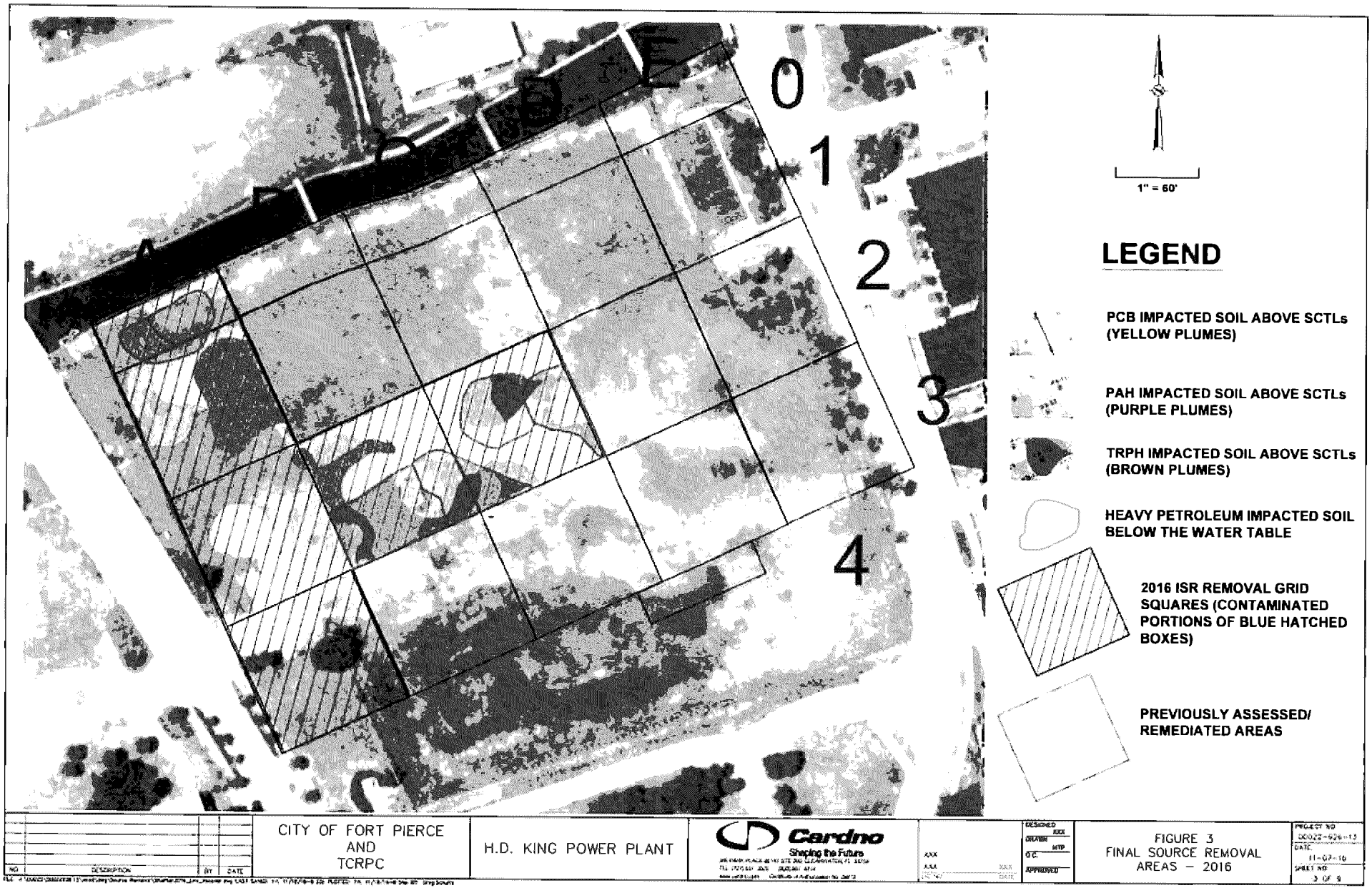
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 000122-9276-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737

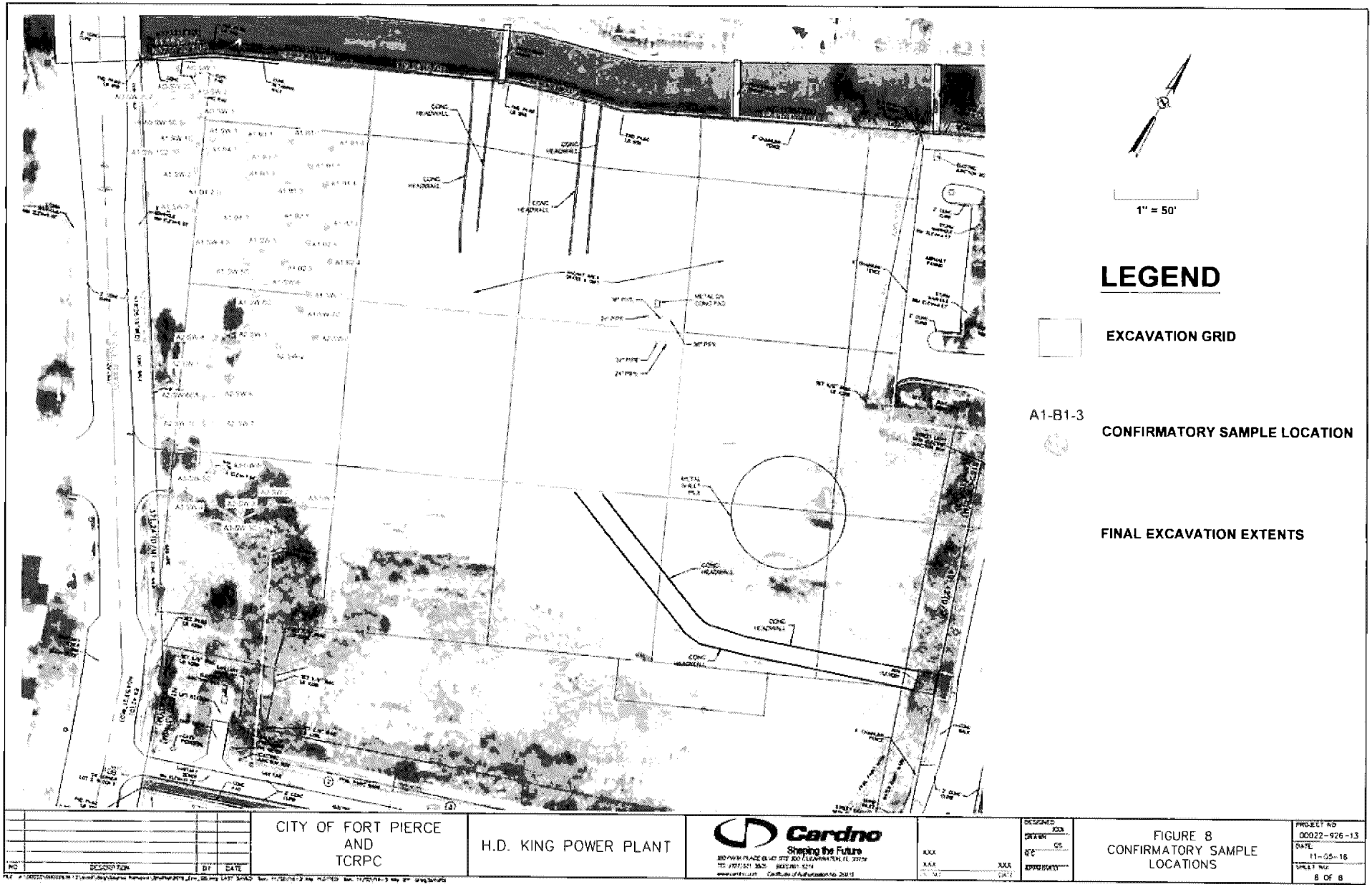


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

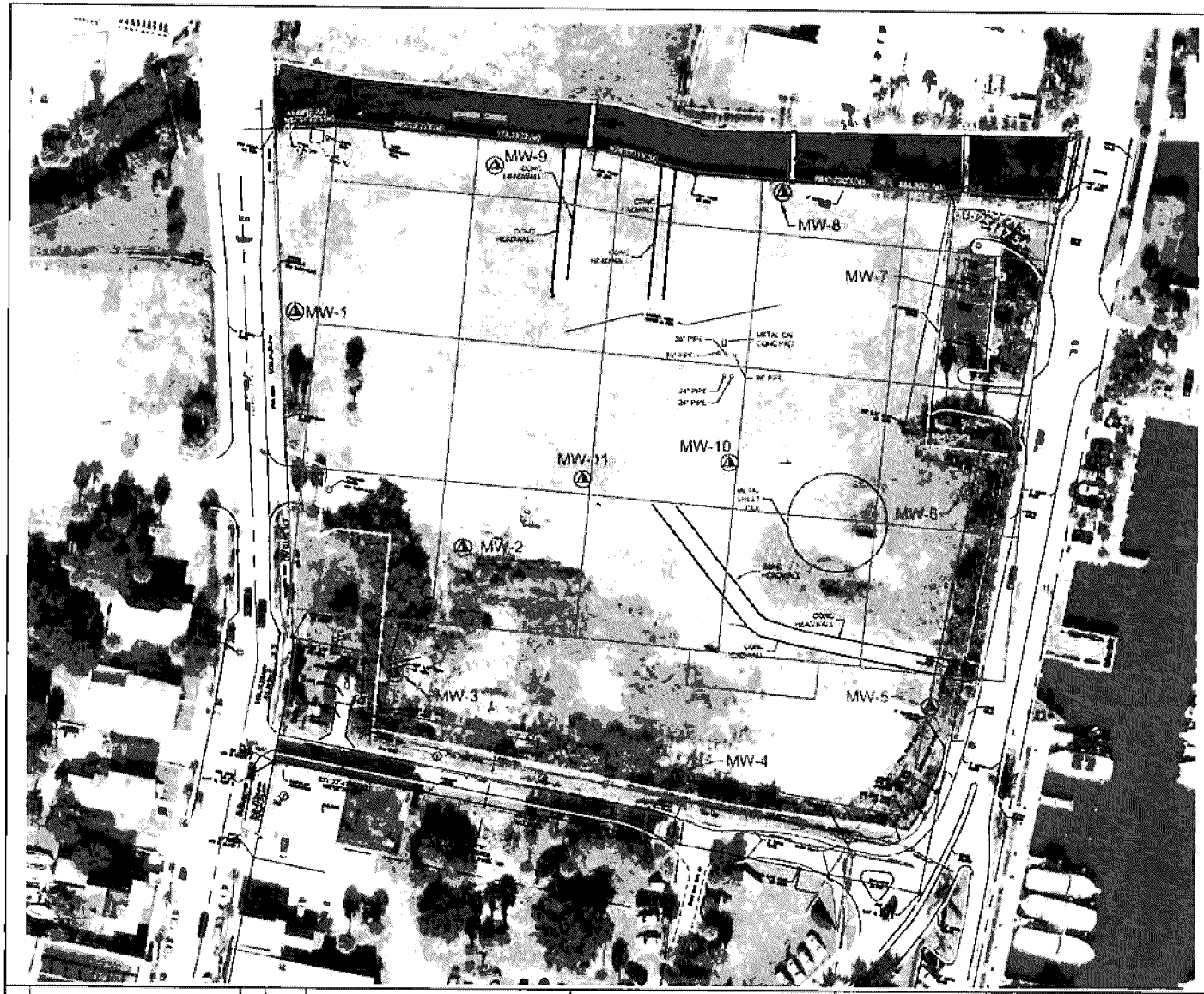
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

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EXHIBIT 3, Page 7 FDEP Site ID No.: COM_82363, BF561101001

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1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

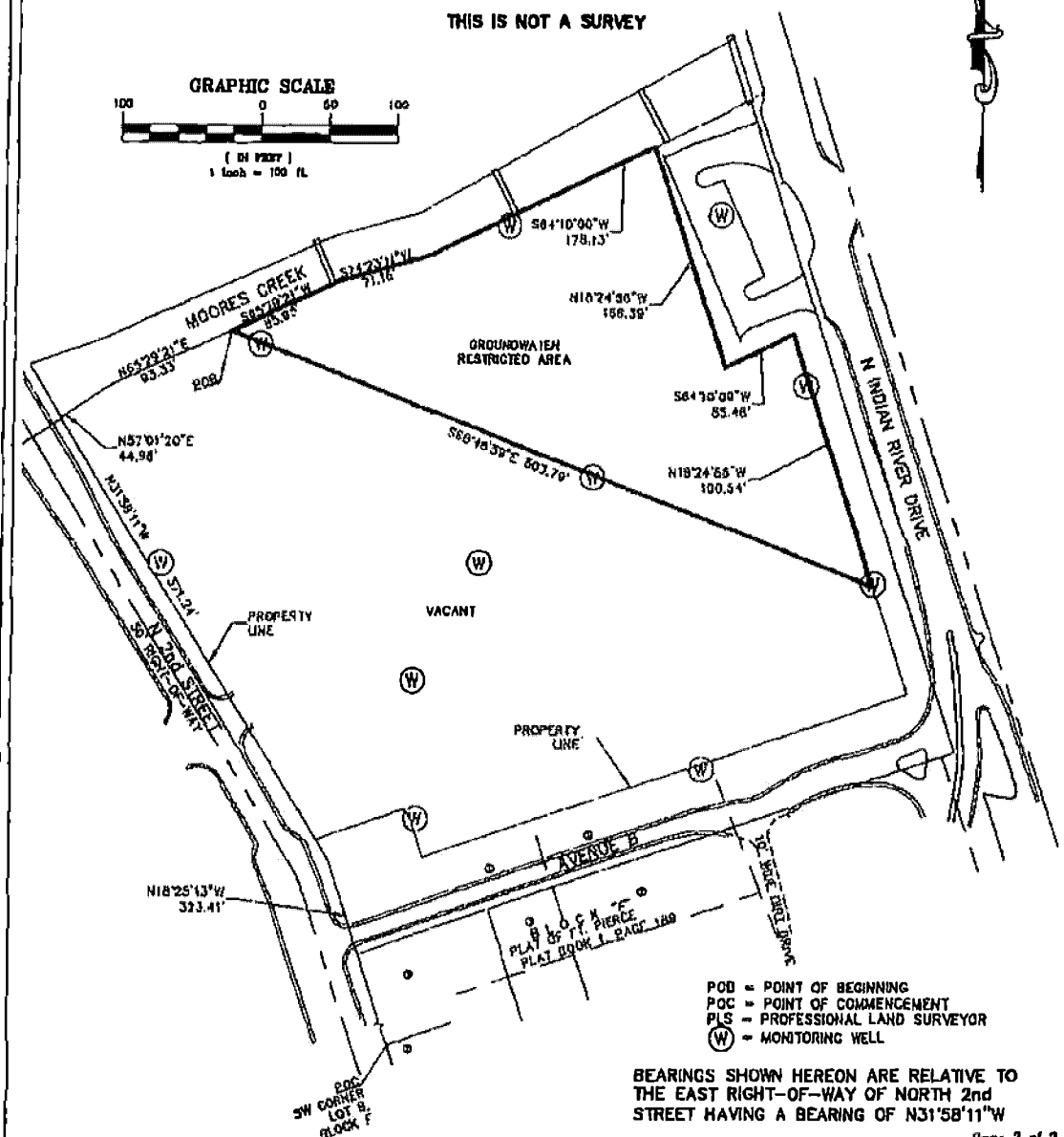
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

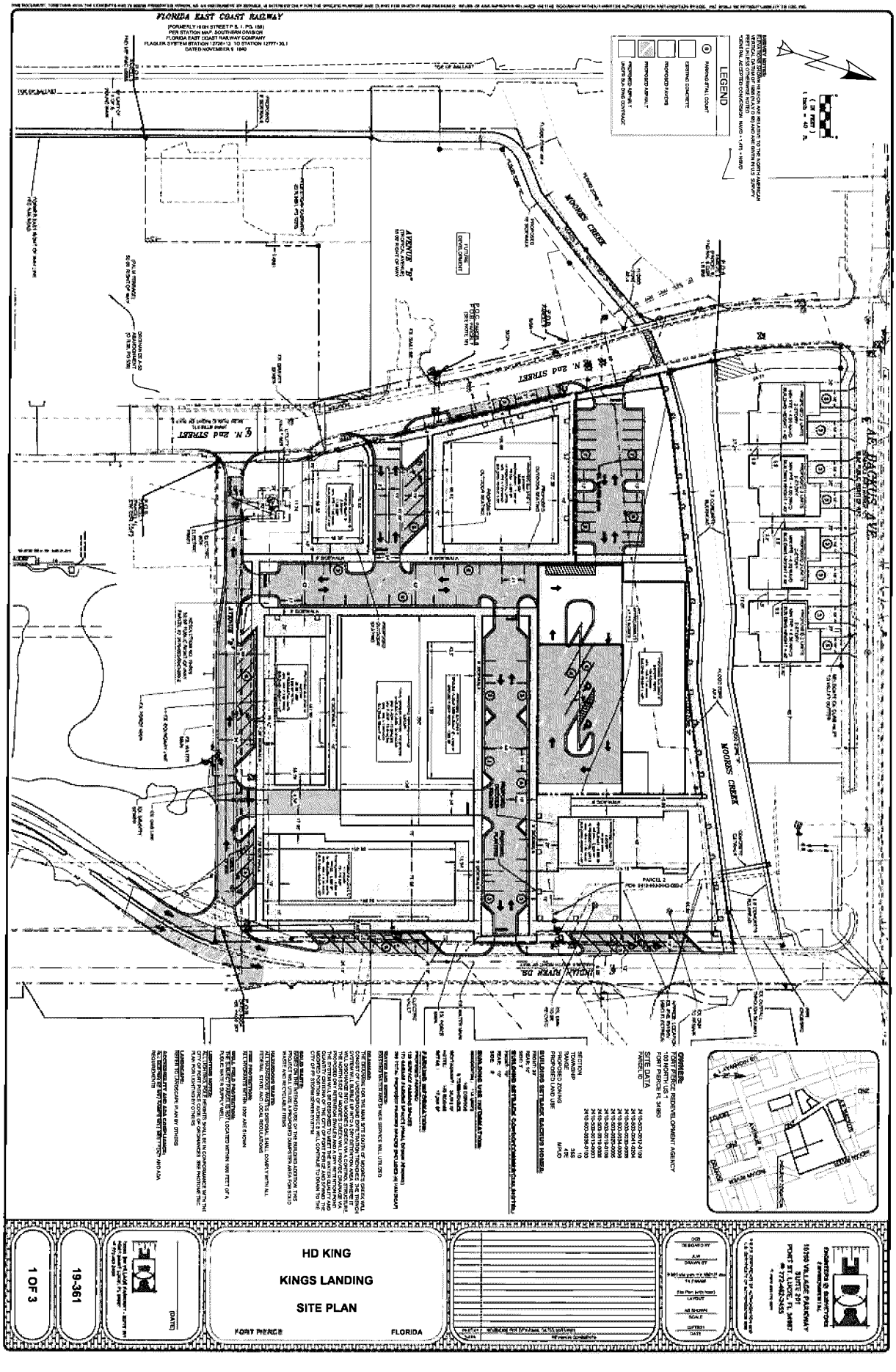
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



RESOLUTION NO. 22-R14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE EXECUTION OF A SPECIAL WARRANTY DEED IN FAVOR OF THE FORT PIERCE REDEVELOPMENT AGENCY ON BEHALF OF THE FORT PIERCE UTILITIES AUTHORITY FOR THREE (3) PARCELS LOCATED NEAR 322 NORTH 2ND STREET, THE KING'S LANDING SITE**; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID DEED ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after advertising Request for Qualifications and Proposals No. 2019-003, considering the responses, and selecting Audubon Development, Inc. ("Audubon"), as the highest-ranked proposer, the City of Fort Pierce ("City") and the Fort Pierce Redevelopment Agency ("FPRA") entered into an agreement dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707 ("Agreement"), with Audubon to develop certain property located near 322 North 2nd Street and commonly known as the King's Landing Site; and

WHEREAS, the Agreement contemplates the transfer of certain parcels from the City to the FPRA and subsequently from the FPRA to Audubon; and

WHEREAS, three (3) of the parcels to be transferred pursuant to the Agreement were originally conveyed to the City for the use and benefit of the Fort Pierce Utilities Authority; and

WHEREAS, said three (3) parcels are further described in the attached and incorporated Exhibit A; and

WHEREAS, the Fort Pierce Utilities Authority has determined that it no longer needs the parcels described in Exhibit A for public purpose and agrees to the transfer of said parcels pursuant to the Agreement; and

WHEREAS, when property is titled to the City for the use and benefit of the Fort Pierce Utilities Authority, it is necessary for the City to execute documents, including deeds, to effectuate the transfer of said property; and

WHEREAS, to effectuate the transfer of the parcels described in Exhibit A, it is therefore necessary for the City to execute the special warranty deed contained in the attached Exhibit A; and

WHEREAS, pursuant to FPUA Resolution No. 2022-04, the Fort Pierce Utilities Authority has requested and authorized the City of Fort Pierce to execute the Special Warranty Deed contained in the attached Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce hereby authorizes the execution of the Special Warranty Deed attached as Exhibit A, on behalf of the Fort Pierce Utilities Authority, in favor of the Fort Pierce Redevelopment Agency.

2. That the Mayor, City Clerk, and City Attorney are hereby authorized to execute said Special Warranty Deed on behalf of the Fort Pierce Utilities Authority.

3. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of March, 2022.

_____
Linda Hudson, Mayor

_____
Date

ATTEST:

_____
Linda Cox, City Clerk

(City Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Tanya Earley, City Attorney

Exhibit A

Property Description

Three (3) Parcels located near 322 North Second Street, Fort Pierce, St. Lucie County, Florida, being more particularly described as follows:

Parcel 1:

Tax Parcel Identification No. 2410-503-0019-010/8

The Northerly and Westerly 20 feet of the following described parcel:

BEGIN at the intersection of the North Right-of-Way line of Avenue B, and the West Right-of-Way line of North 2nd Street, as shown on AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida; thence run Northerly to Moore's Creek; thence meander along said Moore's Creek Westerly to the Right-of-Way line of the FEC Railway; thence Southerly along said Right-of-Way line to the North line of Avenue B; thence Easterly to the POINT OF BEGINNING.

Parcel 2:

Tax Parcel Identification No. 2410-503-0030-000/8

Lot 1, and the West 3.5 feet of Lot 2, of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, according to the Plat thereof as recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida.

Parcel 3:

Tax Parcel Identification No. 2410-503-0034-000/6

Lots 5 and 6, Block E, of AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, and according to Plat of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida, and a strip of land 15.0 feet wide adjacent to and lying Southerly of said Lots 5 and 6, said strip of land being a portion of Palm Terrace (or Church Court), as per Plat of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida.

This Instrument Prepared by:

Tanya Earley, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Tax Parcel Identification No.: Parcel 1: 2410-503-0019-010/8
Parcel 2: 2410-503-0030-000/8
Parcel 3: 2410-503-0034-000/6

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 2022, by the CITY OF FORT PIERCE, a municipal corporation whose address is 100 N. U.S. 1, Fort Pierce, Florida, ON BEHALF OF THE FORT PIERCE UTILITIES AUTHORITY ("**Grantor**"), to the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, all those certain parcels of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

This conveyance is subject to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

SAMPLE

Signed, sealed and delivered
in the presence of:

CITY OF FORT PIERCE, FLORIDA

_____
Print Name: _____

By: _____
Print Name: Linda Hudson
Title: Mayor

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) ☐ physical presence or ☐ online notarization this ___day of _____, 2022, by _____ as _____ of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

SAMPLE

Exhibit "A"

Three (3) Parcels located near 322 North Second Street, Fort Pierce, St. Lucie County, Florida, being more particularly described as follows:

Parcel 1:

Tax Parcel Identification No. 2410-503-0019-010/8

The Northerly and Westerly 20 feet of the following described parcel:

BEGIN at the intersection of the North Right-of-Way line of Avenue B, and the West Right-of-Way line of North 2nd Street, as shown on AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida; thence run Northerly to Moore's Creek; thence meander along said Moore's Creek Westerly to the Right-of-Way line of the FEC Railway; thence Southerly along said Right-of-Way line to the North line of Avenue B; thence Easterly to the POINT OF BEGINNING.

Parcel 2:

Tax Parcel Identification No. 2410-503-0030-000/8

Lot 1, and the West 3.5 feet of Lot 2, of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, according to the Plat thereof as recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida.

Parcel 3:

Tax Parcel Identification No. 2410-503-0034-000/6

Lots 5 and 6, Block E, of AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, and according to Plat of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida, and a strip of land 15.0 feet wide adjacent to and lying Southerly of said Lots 5 and 6, said strip of land being a portion of Palm Terrace (or Church Court), as per Plat of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida.

SAMPLE

City Commission Regular Meeting - 6:00 pm **12. f.**

Meeting Date: 03/07/2022

Re: Public Hearing and Resolution 22-R15

Submitted For: Tanya Earley, Assistant City Attorney, City Attorney

SUBJECT:

Public Hearing - Resolution 22-R15, Providing City of Fort Pierce authorization to the Fort Pierce Redevelopment Agency to transfer ten (10) parcels near 322 N. 2nd Street, the King's Landing Site, to Audubon Development, Inc., for less than fair value as a viable community redevelopment project.

SUMMARY:

After advertising Request for Qualifications and Proposals (“RFQP”) No. 2019-003, considering the responses, and selecting Audubon Development, Inc. (“Audubon”), as the highest ranked proposer, the City of Fort Pierce and the Fort Pierce Redevelopment Agency (“FPRA”) entered into an agreement with Audubon, to develop certain property located near 322 North 2nd Street and commonly known as the King’s Landing Site. The original developer’s agreement, which was approved by the FPRA and the City Commission in 2019, was amended, restated, and approved by the City Commission on January 18, 2022, and the FPRA Board on February 8, 2022 (collectively the “Agreement”).

The Agreement contemplates the transfer of certain parcels from the City to the FPRA and subsequently from the FPRA to Audubon. In all, the FPRA needs to transfer ownership of the ten (10) parcels to Audubon. Section 163.380(2), Florida Statutes, requires the local governing body to approve the disposal of community redevelopment property at less than fair value at a duly noticed public hearing.

RECOMMENDATION:

Approval.

ALTERNATIVES:

Approve the resolution with changes, or disapprove the resolution.

RESPONSIBLE STAFF:

Tanya Earley, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2022

OTHER INFORMATION:

The parcels are being transferred in furtherance of a community redevelopment project.

Attachments

Agreement
22-R15
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/02/2022 04:39 PM

Form Started By: Tanya Earley
Started On: 02/23/2022 03:15 PM
Final Approval Date: 03/02/2022

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

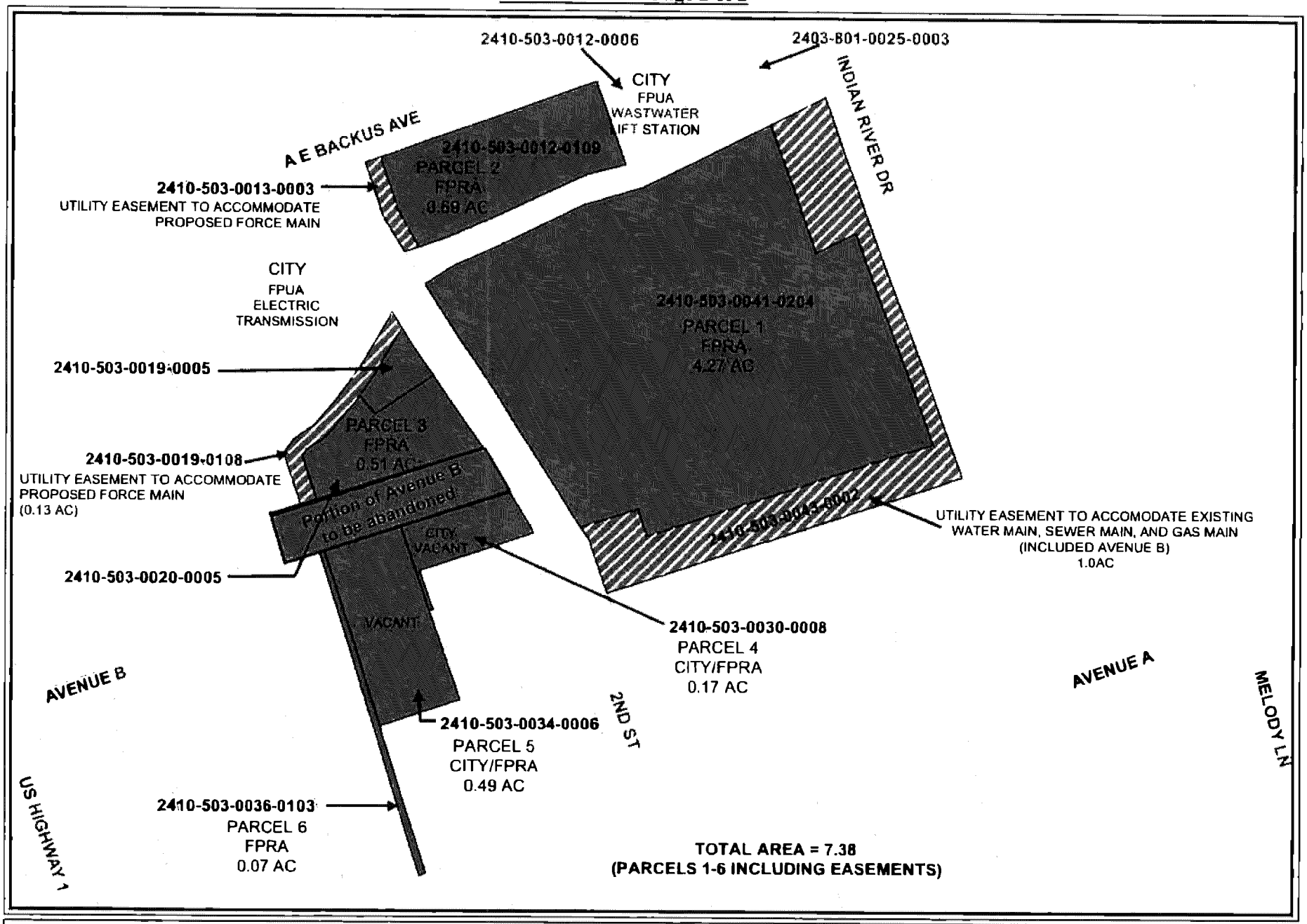
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

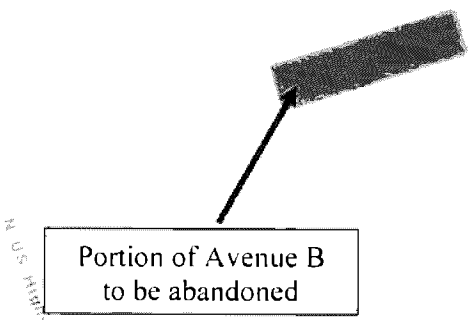


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

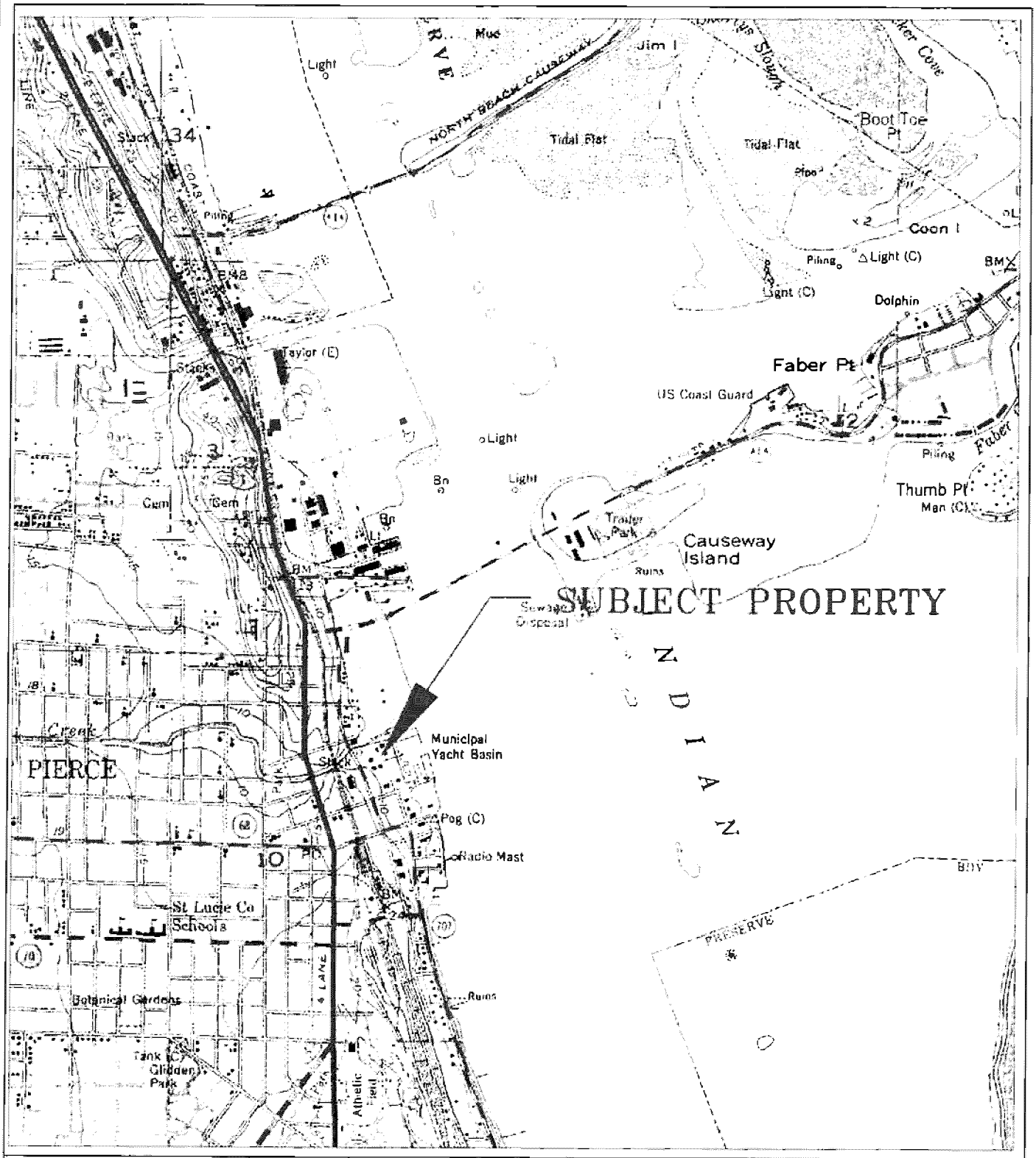
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

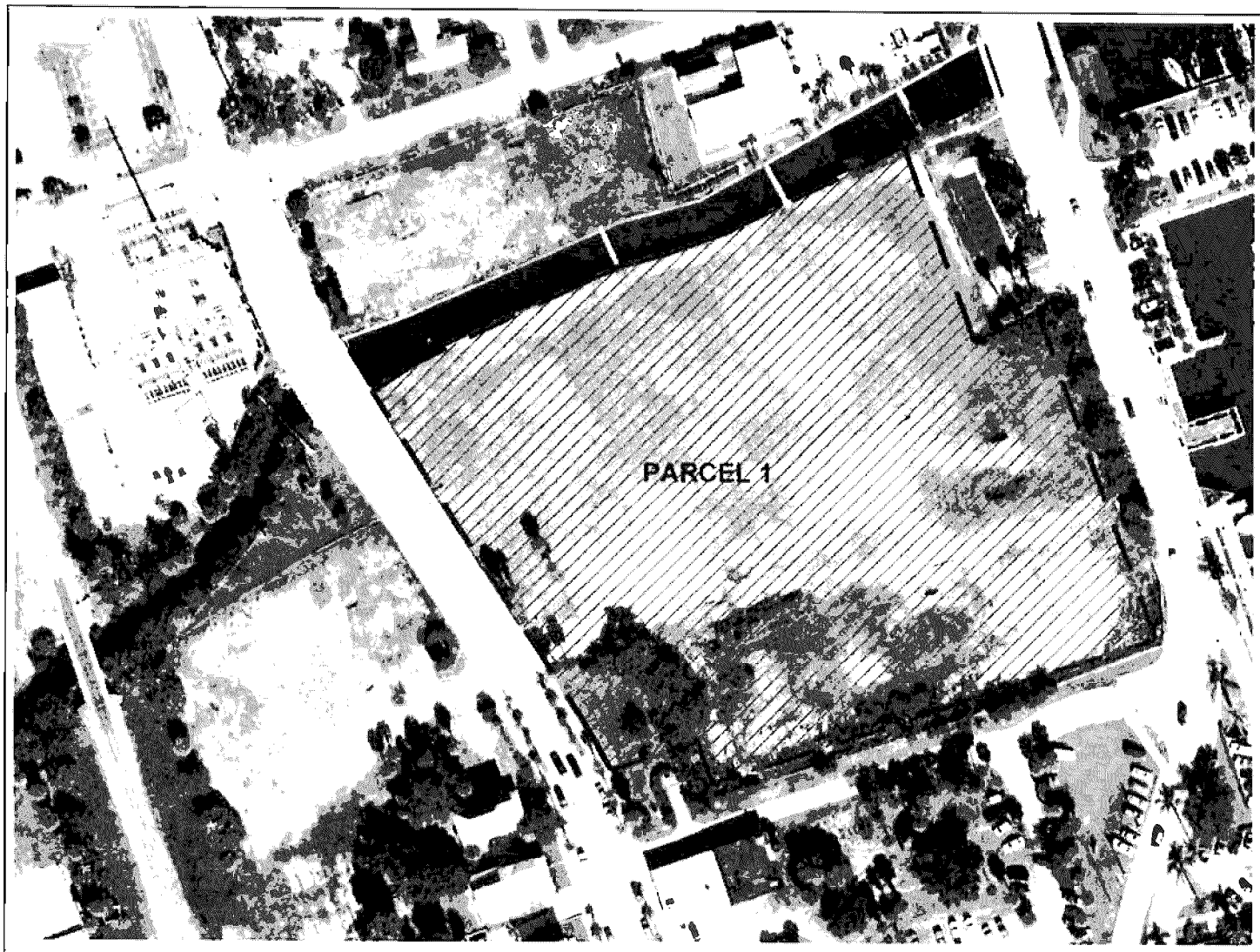


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

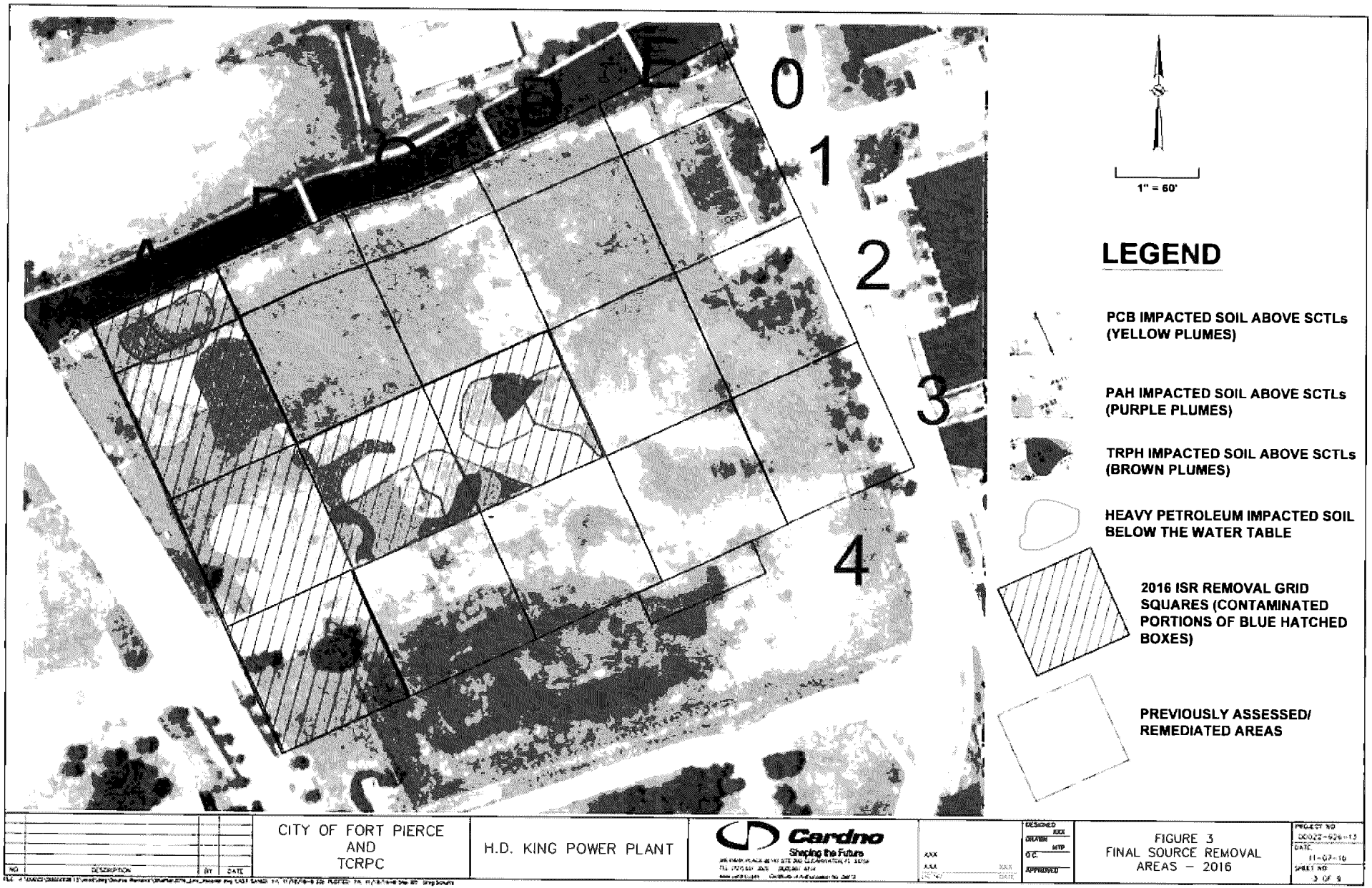
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00032-026-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737

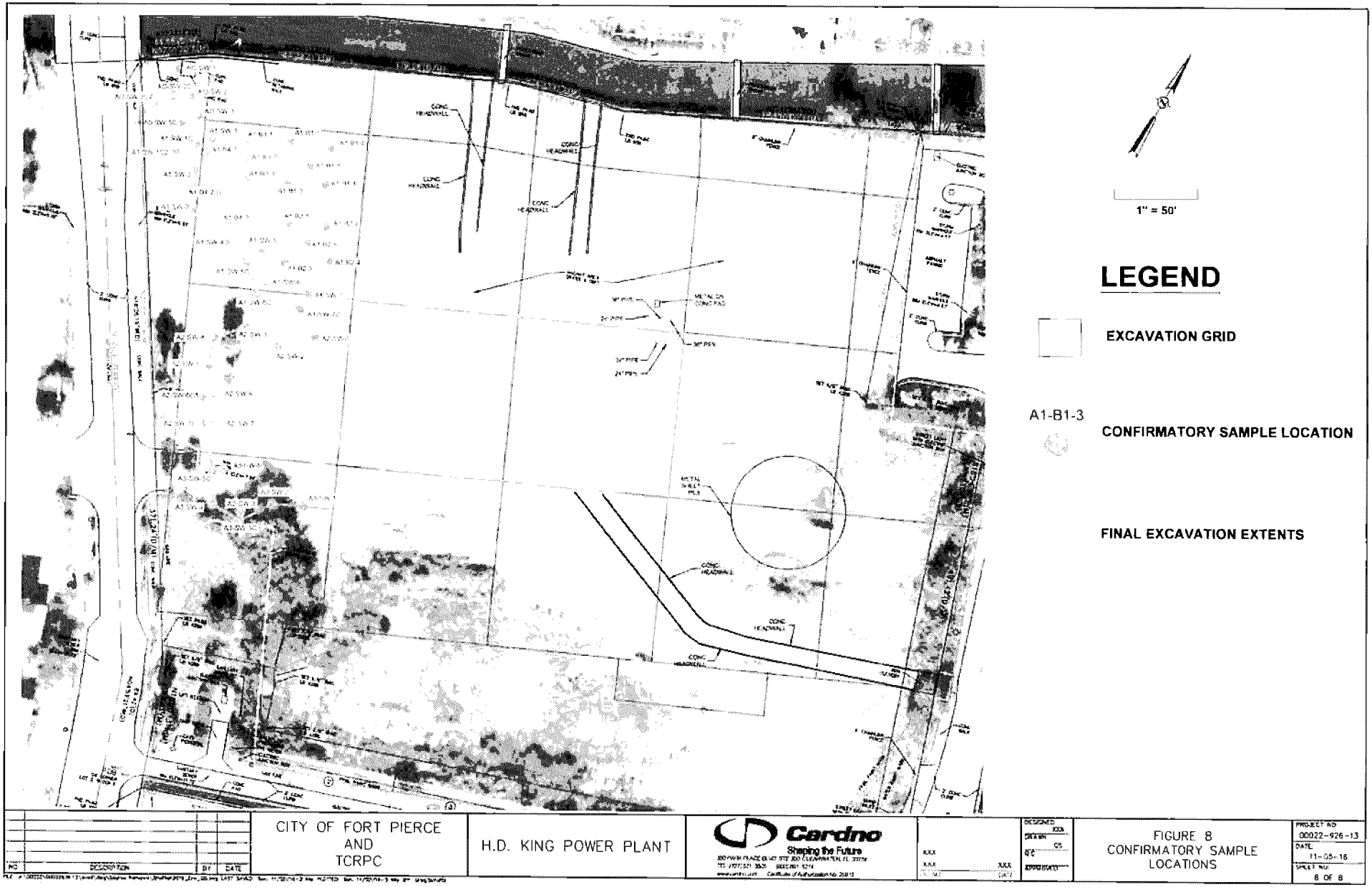


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

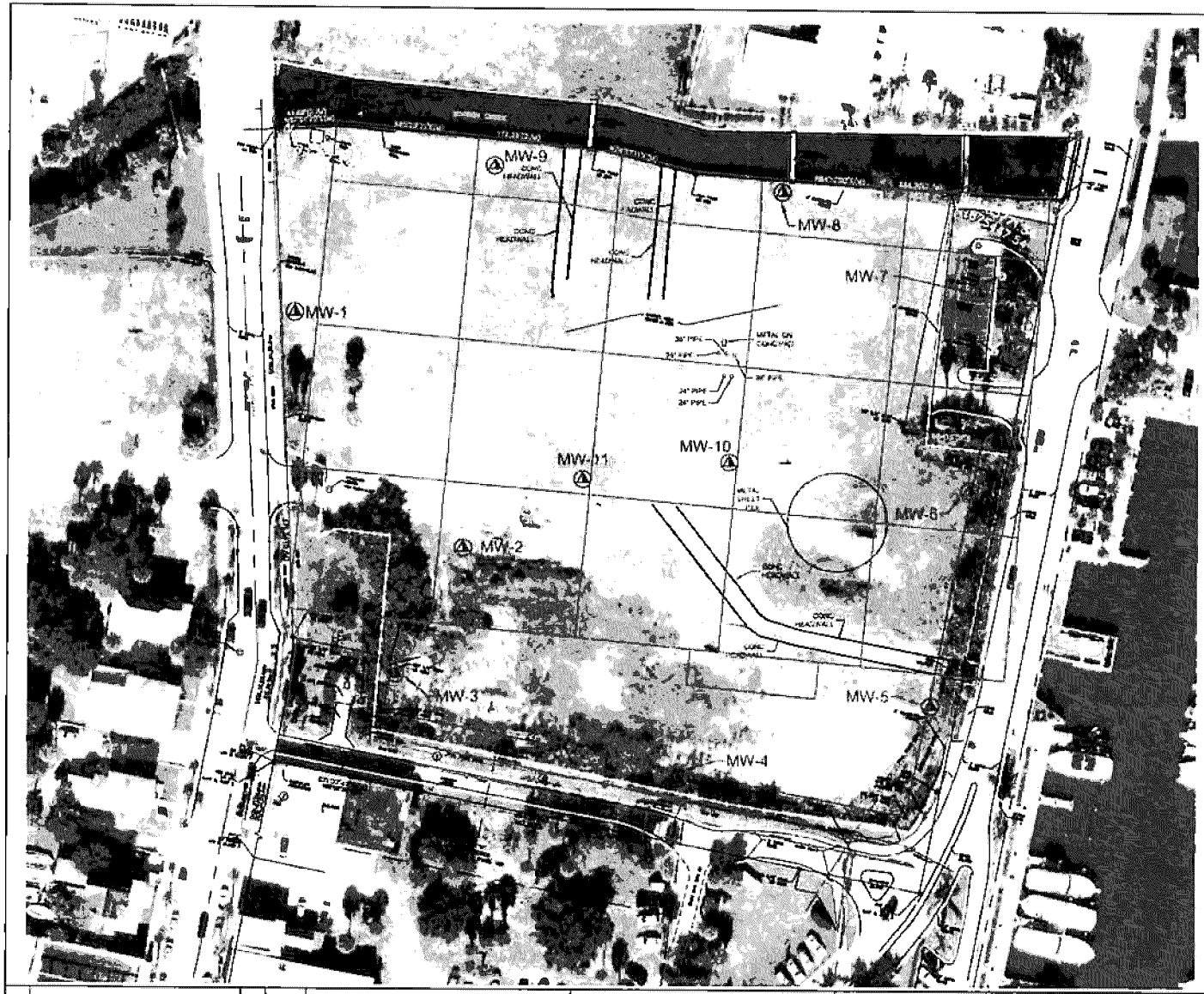
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

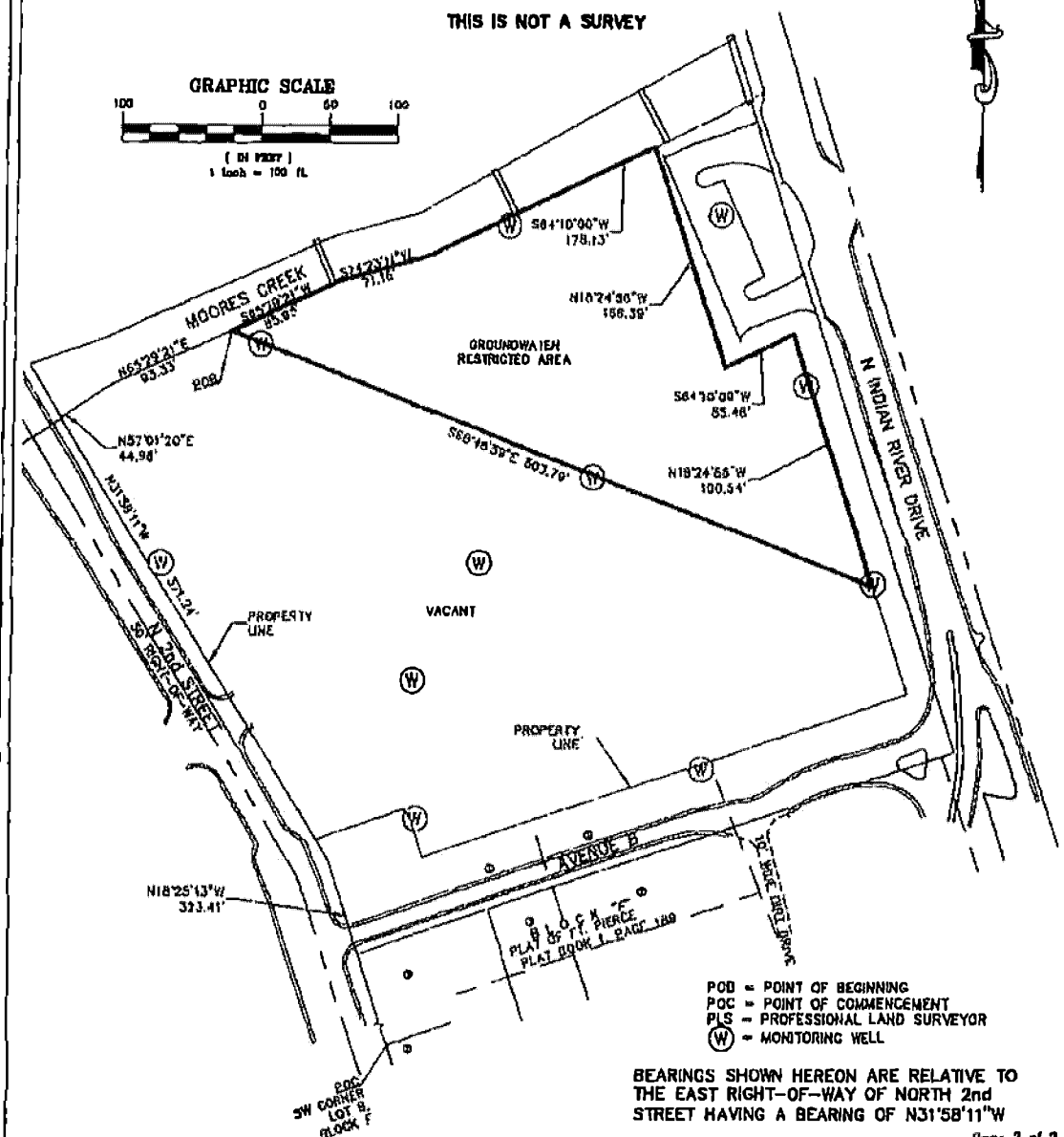
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

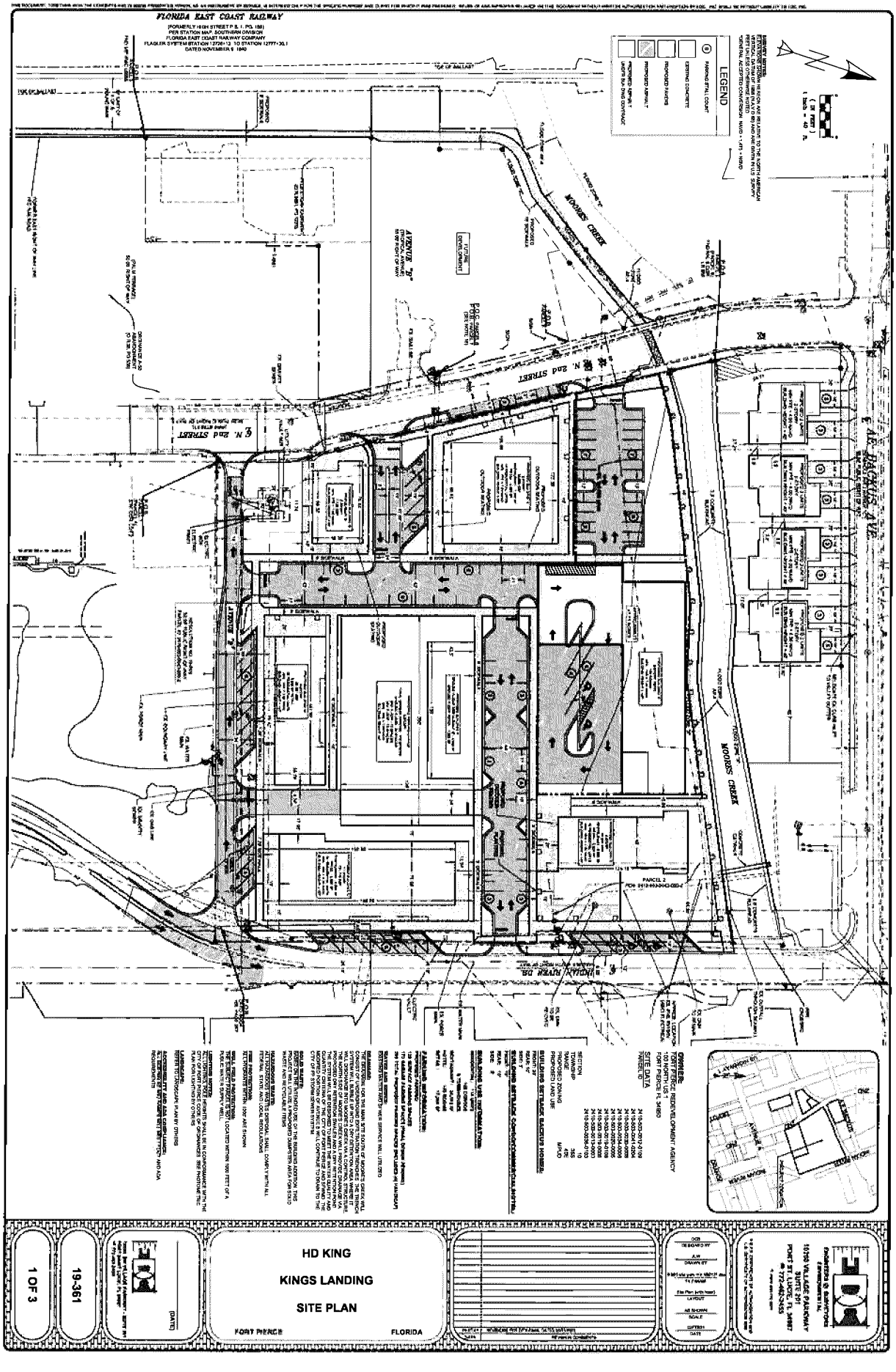
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



RESOLUTION NO. 22-R15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE FORT PIERCE REDEVELOPMENT AGENCY TO CONVEY TEN (10) PARCELS LOCATED NEAR 322 NORTH 2ND STREET, THE KING'S LANDING SITE, TO AUDUBON DEVELOPMENT, INC., FOR LESS THAN FAIR VALUE AS A VIABLE COMMUNITY REDEVELOPMENT PROJECT**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after advertising Request for Qualifications and Proposals ("RFQP") No. 2019-003, considering the responses, and selecting Audubon Development, Inc. ("Audubon"), as the highest-ranked proposer, the City of Fort Pierce ("City") and the Fort Pierce Redevelopment Agency ("FPRA") entered into an agreement dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707 ("Agreement"), with Audubon, to develop certain property located near 322 North 2nd Street and commonly known as the King's Landing Site; and

WHEREAS, the Agreement contemplates the transfer of certain parcels from the City to the FPRA and subsequently from the FPRA to Audubon; and

WHEREAS, five (5) of the parcels referenced or depicted in RFQP 2019-003 were owned by the FPRA when the RFQP was advertised; and

WHEREAS, two (2) of the parcels referenced or depicted in RFQP 2019-003 were owned by the City and are being transferred to the FPRA pursuant to City of Fort Pierce Resolution No. 22-R13, together with a portion of Avenue B; and

WHEREAS, three (3) of the parcels referenced or depicted in RFQP 2019-003 were originally conveyed to the City for the use and benefit of the Fort Pierce Utilities Authority ("FPUA") and are being transferred to the FPRA pursuant to FPUA Resolution No. 2022-04 and City of Fort Pierce Resolution No. 22-R14; and

WHEREAS, the aforementioned ten (10) parcels are further described in the attached and incorporated Exhibit A; and

WHEREAS, to effectuate the Agreement and serve a viable community redevelopment purpose, it is necessary for the FPRA to transfer ownership of the ten (10) parcels described in the attached and incorporated Exhibit A for less than their fair value; and

WHEREAS, Section 163.380(2), Florida Statutes, requires the local governing body to approve the disposal of community redevelopment property at less than fair value at a duly noticed public hearing; and

WHEREAS, the notice and hearing requirement of section 163.380(2), Florida Statutes, have been met;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, as follows:

1. That the City of Fort Pierce hereby authorizes the Fort Pierce Redevelopment Agency to transfer the ten (10) parcels described on the attached and incorporated Exhibit A to Audubon Development, Inc., for less than fair value as a viable community redevelopment project.

2. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of March, 2022.

_____
Linda Hudson, Mayor

_____
Date

ATTEST:

_____
Linda Cox, City Clerk

(City Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Tanya Earley, City Attorney

Exhibit A

Property Description

Ten (10) Parcels located near 322 North Second Street, Fort Pierce, St. Lucie County, Florida, being more particularly described as follows:

Parcel 1:

Tax Parcel Identification No. 2410-503-0041-020/4

Commencing at the Southwest corner of Lot 8, Block F, of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, Public Records of St. Lucie County, Florida; proceed North 04°53'21" West, along the East Right-of-Way of North 2nd Street (Formerly known as Pine Street as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 60 foot Right-of-Way) and the West line of said Block F, a distance of 254.00 feet to the Southwest corner of Lot 2, said Block F, and the POINT OF BEGINNING; thence continue North 04°53'21" West, along said East Right-of-Way, and said West line of Lot 2, and Lot 1, said Block F, a distance of 69.42 feet to an angle point in the East Right-of-Way line of the realigned portion of North 2nd Avenue; thence North 18°26'19" West, along said East Right-of-Way line of North 2nd Avenue (a 50 foot wide Right-of-Way), a distance of 371.24 feet to a point on the centerline of a 2.6 foot concrete bulkhead on the South top of bank of Moores Creek and Reference Point "A"; (the following five courses are along the centerline of said concrete bulkhead and the South top of bank of Moores Creek) thence North 70°33'12" East, departing said East Right-of-Way line, a distance of 44.68 feet; thence North 79°01'13" East, a distance of 179.28 feet; thence North 87°55'03" East, a distance of 71.16 feet; thence North 77°41'52" East, a distance of 224.31 feet; thence North 75°24'46" East, a distance of 29.63 feet to a point on the West Right-of-Way line of Indian River Drive, as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960 (a varying width Right-of-Way); thence South 04°53'04" East, departing said concrete bulkhead centerline and South top of bank of Moores Creek, and along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 85°09'39" West, departing said West Right-of-Way line, and along said Easterly prolongation, and the South line of said Lot 3, and 2, a distance of 457.22 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF PARCEL 1 CONSISTING OF THE FOLLOWING:

The East 20 feet and the South 50 feet of that certain parcel of land described as Parcel Control Number 2410-503-0041-020-4 per St. Lucie County, Florida Property Appraiser.

AND:

The North 165.00 feet of the East 75.00 feet of said certain Parcel of land described as Parcel Control Number 2410-503-0041-020-4 per St. Lucie County, Florida Property Appraiser.

AND:

The South 50.00 feet of that certain parcel of land described as Parcel Control Number 2410-503-0043-000-2 per St. Lucie County, Florida Property Appraiser.

AND:

The South 87.00 feet of the West 67.00 feet of that certain parcel of land described as Parcel Control Number 2410-503-0043-000-2 per St. Lucie County, Florida Property Appraiser.

Parcel 2:

Tax Parcel Identification No. 2410-503-0043-000/2

The Easterly 20.00 feet and the Southerly 50.00 feet; the Northerly 165.00 feet of the Easterly 75.00 feet, and the Southerly 87.00 feet of the Westerly 67.00 feet, of the following described parcel of land:

Commencing at the Southwest corner of Lot 8, Block F, of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, Public Records of St. Lucie County, Florida; proceed North 04°53'21" West, along the East Right-of-Way of North 2nd Street (Formerly known as Pine Street as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 60 foot Right-of-Way) and the West line of said Block F, a distance of 254.00 feet to the Southwest corner of Lot 2, said Block F, and the POINT OF BEGINNING; thence continue North 04°53'21" West, along said East Right-of-Way, and said West line of Lot 2, and Lot 1, said Block F, a distance of 69.42 feet to an angle point in the East Right-of-Way line of the realigned portion of North 2nd Avenue; thence North 18°26'19" West, along said East Right-of-Way line of North 2nd Avenue (a 50 foot wide Right-of-Way), a distance of 371.24 feet to a point on the centerline of a 2.6 foot concrete bulkhead on the South top of bank of Moore's Creek and Reference Point "A"; (the following five courses are along the centerline of said concrete bulkhead and the South top of bank of Moore's Creek) thence North 70°33'12" East, departing said East Right-of-Way line, a distance of 44.68 feet; thence North 79°01'13" East, a distance of 179.28 feet; thence North 87°55'03" East, a distance of 71.16 feet; thence North 77°41'52" East, a distance of 224.31 feet; thence North 75°24'46" East, a distance of 29.63 feet to a point on the West Right-of-Way line of Indian River Drive, as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960 (a varying width Right-of-Way); thence South 04°53'04" East, departing said concrete bulkhead centerline and South top of bank of Moore's Creek, and along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 85°09'39" West, departing said West Right-of-Way line, and along said Easterly prolongation, and the South line of said Lot 3, and 2, a distance of 457.22 feet to the POINT OF BEGINNING.

Said lands being more particularly described as Parcel Control Number 2410-503-0043-000-2 per St. Lucie County, Florida Property Appraiser.

Parcel 3:

Tax Parcel Identification No. 2410-503-0012-010/9

Commencing at the Southwest corner of Lot 8, Block F, of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, Public Records of St. Lucie County, Florida; proceed North 04°53'21" West, along the East Right-of-Way of North 2nd Street (Formerly known as Pine Street as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 60 foot Right-of-Way) and the West line of said Block F, a distance of 254.00 feet to the Southwest corner of Lot 2, said Block F; thence continue North 04°53'21" West, along said East Right-of-Way, and said West line of Lot 2, and Lot 1, said Block F, a distance of 69.42 feet to an angle point in the East Right-of-Way line of the realigned portion of North 2nd Avenue; thence North 18°26'19" West, along said East Right-of-Way line of North 2nd Avenue (a 50 foot wide Right-of-Way), a distance of 371.24 feet to a point on the centerline of a 2.6 foot concrete bulkhead on the South top of bank of Moores Creek; Proceed North 18°26'19" West, along said East Right-of-Way line, a distance of 44.51 feet to a point on the centerline of a 2.6 foot wide concrete bulkhead on the North top of bank of Moore's Creek and the POINT OF BEGINNING; thence North 18°26'19" West, departing said concrete bulkhead centerline and the South top of bank of Moore's Creek, and along said East Right-of-Way line, a distance of 53.76 feet to a point on the West line of Lot 1, Block A; Thence North 04°53'21" , along said West line, and said East Right-of-Way line, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE) (a 50 foot wide Right-of-Way); thence North 84°53'38" East, departing said Northwest corner, and along said South Right-of-Way line, a distance of 537.27 feet to a point on said West Right-of-Way line of Indian River Drive; thence South 04°53'04" East, departing said South Right-of-Way line, and along said West Right-of-Way line, a distance of 63.48 feet to a point on the centerline of a 2.6 foot

wide concrete bulkhead on the North top of bank of Moore's Creek; (the following 5 courses are along said bulkhead centerline, and the North top of bank of Moore's Creek); thence South 74°25'26" West, a distance of 224.10 feet; thence South 88°30'05" West, a distance of 64.66 feet; thence South 79°28'36" West, a distance of 181.91 feet; thence South 79°28'36" West, a distance of 181.91 feet; thence South 84°38'58" West, a
distance of 53.29 feet; thence South 66°51'46" West, a distance of 5.89 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

All of that certain parcel of land described as Parcel Control Number 2403-801-0025-0003.

AND

The East 92.70 feet of that certain parcel of land described as Parcel Control Number 2410-503-0012-000-6 per St. Lucie County, Florida Property Appraiser.

AND

The Westerly 20.00 feet of that certain parcel of land described in Official Records Book 148, Page 156, Public Records of St. Lucie County, Florida.

Parcel 4:

Tax Parcel Identification No. 2410-503-0013-000/3

The Westerly 20 feet of Lot 1, Block B, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida.

Parcel 5:

Tax Parcel Identification No. 2410-503-0020-000/5

Commencing at the Southwest corner of Lot 8, Block F, AARON LEE'S MAP OF FORT PIERCE, FLORIDA, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida; proceed South 86°09'39" West, along the North Right-of-Way line of Avenue A (Formerly known as Palmetto Avenue as shown on said AARON LEES MAP OF FORT PIERCE) (A 65 foot wide Right-of-Way), and along the Easterly prolongation of the South line of said Block E, and along the South line of said Block E, a distance of 310.00 feet to the Southwest corner of Lot 9, said Block E and a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 04°53'21" West, departing said North Right-of-Way line of said Block E, and the Southwest corner of said Lot 9, and along said East Right-of-Way line, and the West line of said Lot 9, and along the West line of Palm Terrace (Abandon), a distance of 185.00 feet to the POINT OF BEGINNING; thence continue North 04°53'21" West along said East Right-of-Way line, and the West line of Palm Terrace (Abandon), and the West line of Lot 6, said Block E, a distance of 215 feet to the Northwest corner of said Lot 6; thence South 85°09'39" West, departing said Northwest corner, and the West line of Lot 6, and continuing along said East Right-of-Way line, and the North line of Lot 7, said Block E, a distance of 48.76 feet; thence North 04°58'11" West, departing said North line, and continuing along said East Right-of-Way line, a distance of 65.00 feet to a point on the North Right-of-Way of Avenue B (Formerly known as Tropical Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 65 foot wide Right-of-Way); Thence North 85°09'39" East, along said North Right-of-Way line, and said East Right-of-Way line, a distance of 40 feet; thence North 04°58'11" West, departing said North Right-of-Way line, and along said East Right-of-Way line, a distance of 72.51 feet to a point on the South top of bank of Moores Creek; thence North 63°48'24" East, departing said East Right-of-Way line, and along said North top of bank, a distance of 64.50 feet; thence North 47°50'28" East, continuing along said South top of bank, a distance of 70.44 feet; thence North 44°59'19" East, continuing along said South top of bank, a

distance of 82.06 feet; thence North 14°06'44" East, continuing along said South top of bank, a distance of 14.97 feet to a point on the West Right-of-Way line of the realigned portion of North 2nd Street (a 50 foot wide Right-of-Way); thence South 18°26'19" East, departing said South top of bank, and along said West Right-of-Way line, a distance of 320.88 feet to the angle point in the realigned portion of North 2nd Street (Formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE)(a 60 foot wide Right-of-Way);thence South 04'53'21" East, along said West Right-of-Way line, a distance of 8.92 feet to the Southeast corner of Lot 1, said Block E; Thence South 85°09'39" West, departing said West Right-of-Way line, and said Southeast corner, and along the South line of said Lot 1, a distance of 146.50 feet to a point on a line lying 3.00 feet East of and parallel with the West line of Lot 2, said Block E; thence South 04°53'21" East, departing said South line, and along said parallel line, a distance of 50.00 feet to a point on the South line of said Lot 2; thence South 85°09'39" West, departing said parallel line, and along said South line, a distance of 3.50 feet to the Southwest corner of said Lot 2; thence South 04°53'21" East, departing said South line, and said Southwest corner, and along the West line of Lots 3 and 4, said Block E, and the Southerly prolongation thereof, a distance of 115.00 feet; thence South 85°09'39" West, departing said Southerly prolongation, and along a line 15 feet South of, and parallel with the South lines of said Lot 6, and 5, said Block E, a distance of 100.00 feet to the POINT OF BEGINNING. LESS AND EXCEPT that portion of the above described parcel that lies Southerly of and adjacent to the North line of Avenue “B” (Tropical Avenue) as shown on said Plat of AARON LEE'S MAP OF FORT PIERCE.

LESS AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED PARCEL CONSISTING OF THE FOLLOWING:

The Northerly 20.00 feet of that certain parcel of land described as Parcel Control Number 2410-503-0020-000-5 per St. Lucie County, Florida Property Appraiser.

AND

The Northerly and Westerly 20.00 feet of that certain parcel of land described as Parcel Control Number 2410-503-0019-000-5 per St. Lucie County, Florida Property Appraiser.

Parcel 6:

Tax Parcel Identification No. 2410-503-0019-000/5

Commence at the intersection of the North Right-of-Way line of Avenue B, and the West Right-of-Way line of North 2nd Street, as shown on AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida; thence run Northerly 126.3 feet, more or less, to the POINT OF BEGINNING; thence Westerly 87 feet, more or less; thence at a right angle run Northerly to Moore's Creek; thence meander along said Moore's Creek to the West Right-of-Way line of North 2nd Street; thence Southerly along said Right-of-Way to the POINT OF BEGINNING. LESS AND EXCEPT the Northerly 20 feet.

Parcel 7:

Tax Parcel Identification No. 2410-503-0019-010/8

The Northerly and Westerly 20 feet of the following described parcel:

BEGIN at the intersection of the North Right-of-Way line of Avenue B, and the West Right-of-Way line of North 2nd Street, as shown on AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida; thence run Northerly to Moore's Creek; thence meander along said Moore's Creek Westerly to the Right-of-Way line of the FEC Railway; thence Southerly along said Right-of-Way line to the North line of Avenue B; thence Easterly to the POINT OF BEGINNING.

Parcel 8:

Tax Parcel Identification No. 2410-503-0030-000/8

Lot 1, and the West 3.5 feet of Lot 2, of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, according to the Plat thereof as recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida.

Parcel 9:

Tax Parcel Identification No. 2410-503-0034-000/6

Lots 5 and 6, Block E, of AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, and according to Plat of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida, and a strip of land 15.0 feet wide adjacent to and lying Southerly of said Lots 5 and 6, said strip of land being a portion of Palm Terrace (or Church Court), as per Plat of the NEW SUBDIVISION BLOCK E of AARON LEE'S MAP OF FORT PIERCE, Florida, recorded in Plat Book 1, Page 192, of the Public Records of St. Lucie County, Florida.

Parcel 10:

Tax Parcel Identification No. 2410-503-0036-010/3

A parcel of land being a portion of Lots 7 and 8, Block E, of AARON LEE'S MAP OF FORT PIERCE, according to the Plat thereof as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

Begin at the Southeast corner of said Lot 8; thence South 72°55'07" West along the South line of said Lot 8 and the North Right-of-Way line of Avenue "A" (a 70' Right-of-Way), a distance of 8.93 feet to a point on a line that is 50.00 feet East of , as measured at right angles to, the centerline of the Southbound main of the Florida East Coast Railroad; thence North 16°51'27" West, along said line, a distance of 400 feet to a point on the South Right-of-Way line of Avenue "B" (a 65' Right-of-Way); thence North 72°55'07" East, along said Right-of-Way line, a distance of 6.30 feet to the Northeast corner of said Lot 7; thence South 17°14'05" East, along the East line of said Lots 7 and 8, a distance of 400.00 feet to the POINT OF BEGINNING.

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE
100 N. U.S. 1

FORT PIERCE, FL 34950

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
02/25/2022

Subscribed and sworn to before on February 25, 2022:

Notary, State of WI, County of Brown

My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

Publication Cost: $123.24
Ad No: 0005145298
Customer No: 1330883
PO #:

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING
ON INTENT TO CONVEY
FORT PIERCE
REDEVELOPMENT AGENCY
PROPERTY

NOTICE IS HEREBY GIVEN, pursuant to section 163.380(2), F.S., the City Commission of the City of Fort Pierce will hold a public hearing on Monday, March 7, 2022, at 6:00 P.M., in the City Hall Commission Chambers, 100 N. U.S. Highway 1, Fort Pierce, Florida for the adoption of a proposed resolution authorizing disposition of certain property for less than fair value by the Fort Pierce Redevelopment Agency, as a viable community redevelopment project. The City Commission will consider the disposition by the Fort Pierce Redevelopment Agency of the following parcels located near 322 N. 2nd, Street, Fort Pierce, generally known as the King's Landing Site:

Parcel ID 2410-503-0041-020/4
Parcel ID 2410-503-0043-000/2
Parcel ID 2410-503-0012-010/9
Parcel ID 2410-503-0013-000/3
Parcel ID 2410-503-0020-000/5
Parcel ID 2410-503-0019-000/5
Parcel ID 2410-503-0019-010/8
Parcel ID 2410-503-0030-000/8
Parcel ID 2410-503-0034-000/6
Parcel ID 2410-503-0036-010/3

All interested parties may appear at the meeting and be heard with respect to the resolution. Said resolution will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Hwy 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Pub: Feb 25, 2022 TCN5145298

City Commission Regular Meeting - 6:00 pm **13. a.**

Meeting Date: 03/07/2022

Re: Parking Committee Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 22-R12 appointing John Heaning to the Parking Committee as Commissioner Gaines' appointee.

SUMMARY:

Mr. Heaning is filing a vacancy.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

Seek other applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner Arnold Gaines

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

22-R12

Heaning, John

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/23/2022 07:31 AM

Form Started By: Linda Cox Started On: 02/22/2022 09:02 AM

Final Approval Date: 02/23/2022

RESOLUTION NO. 22-R12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE; CORRECTING THE TERMS OF OFFICE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parking Committee, which was established via Resolution No. 19-R45; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name	Appointed by:
John Heaning	Arnold Gaines

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of March, 2022.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
TANYA M. EARLEY
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Parking Committee

Name: John Heaning	Phone: 772 834-4677
Home Address: 4351 Winding Place Fort Pierce 34981 City/Zip Code:	How long at this address? 18 yrs
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Realtor	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: McCurdy & Co Realty 171 Melondy Lane	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ■ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): 26 years in the Uninted States Navy, Retired 2001 18 Years as a Home Inspector in St Lucie County 6 Years as a Realtor here in St Lucie County (Active)	
Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No If yes, please specify: Infrastructure Surtax Committee	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Comissioner Perona	Applicant Email Address: HeaningGroup@gmail.com
Date: 11/10/2021	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 6:00 pm **13. b.**

Meeting Date: 03/07/2022

Re: HPB

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Submittal of applications for the Historic Preservation Board.

SUMMARY:

By Ordinance 22-004, the City Commission modified the membership structure of the Historic Preservation Board to include five (5) individual Commission appointments and two (2) at-large appointments. Accordingly, all existing members will be removed and new appointments made by vote of the City Commission.

Current members are as follows: Suzanne Boardman, George Johansen, Michael Broderick, Kori Benton, Anthony Westbury, Holly Theuns and Charlie Hayek. Mr. Broderick is not seeking reappointment.

RECOMMENDATION:

Each commissioner should select an appointee from the submitted applications or recruit additional members. Once the selection is made, commissioners will select two additional members via vote.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

no fiscal impact.

Attachments

Ancito (new)

Boardman (current)

Davis (new - Gaines)

Garrahan (new)

Hayek (current)
Johansen (current)
Mitchell (new)
Schulitz (new)
Spivey (new - CJohnson)
Starke (new)
Theuns (current)
Westbury (current)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	02/09/2022 02:37 PM

Form Started By: Linda Cox
Started On: 02/09/2022 01:57 PM
Final Approval Date: 02/09/2022

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation

Name: Andrea Anicito	Phone: 772-807-9699
Home Address: 11600 Appaloosa CT, Port St Lucie, FL 34987 City/Zip Code:	How long at this address? 11 years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: mortgage broker & realtor	
Do you own a business that operates within the City of Fort Pierce? ■ Yes ☐ No If yes, list the address and nature of said business: Florida Mortgage and Loan - mortgage brokerage 112-A Orange Ave, Fort Pierce, FL 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: NextHome Treasure Coast 101 N US1 Unit 110, Fort Pierce, FL 34950	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ■ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): resume attached	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Downtown Business Associ	Applicant Email Address: andrea@myfloridaloan.com
Date: 03/03/2022	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Andrea Farrell Anicito

11600 Appaloosa CT, Port St Lucie, FL 34987
772-807-9699
Andrea@MyFloridaLoan.com

EDUCATION:

UNIVERSITY OF FLORIDA, Warrington College of Business, Gainesville, Florida
Master of Science in Business Administration (Decision Information Sciences), May 2003
Grade Point Average: 3.93/4.0
Coursework includes business, marketing, telecommunications, database and system analysis and design; training in computing languages, quantitative statistical analysis, accounting principles, and applications skills vital to solving business problems.

- Elected to Alpha Iota Delta national honorary society for DIS students

UNIVERSITY OF FLORIDA, College of Agricultural and Life Sciences, Gainesville, Florida
Bachelor of Science in Animal Biology, Minor in Sales and Management, December 2000
Grade Point Average: 3.9/4.0 (upper division)

EXPERIENCE:

Principal Broker/Owner, 2015-present
Florida Mortgage and Loan LLC, Fort Pierce, FL
Marketing, Sales, Accounting, and Business development for mortgage brokerage, as well as mortgage broker activities including attracting clients, accepting applications, qualifying financial standing of clients, collecting personal information for underwriters, and following up with key personnel.

Realtor, 2019-present
NextHome Treasure Coast, Stuart/Fort Pierce, FL
Help clients sell or lease properties, assessing the property's condition, photography, advertising the property, identifying prospective buyers, offering advice to clients and buyers and liaising between the two parties.

- 2021 Culture Award Recipient

President, 2013-2019
Get on the Bus, LLC DBA Fun Bus, Port St Lucie, FL
Business development, human resources management, accounting, business analysis, marketing and promotion, staff training, curriculum development, and lesson delivery for small business focused on children's fitness. Increased sales over 300% within the first year and an additional 100% consistently year over year.

Instructor, 2007-2013
Saint Lucie County School Board, Fort Pierce, FL
Development, preparation, collaboration, and delivery of courses for 5th through 9th grade students with varying abilities. Delivery of engaging, collegially planned lessons. Served on several committees including technology.

Owner / Principal Mortgage Broker, 2006 to 2008
The Lending Center, LLC, Fort Pierce, FL
Marketing, Sales, Accounting, and Business development for startup company, as well as mortgage broker activities including attracting clients, accepting applications, qualifying financial standing of clients, collecting personal information for underwriters, and following up with key personnel.

Mortgage Broker/Loan Originator, 2004 to 2006
Attorney's Mortgage Service & Grand Mortgage, Port St Lucie, FL

PROFESSIONAL AFFILIATIONS:

Women's Council of Realtors, 2017-present

- 2023 State Events Chair
- 2022 State Credentials Chair
- 2021 St Lucie County President
- 2020 St Lucie County President-Elect
- 2018-2019 St Lucie County Membership Director

National Association of Mortgage Brokers 2015-present
Florida Association of Mortgage Professionals 2015-present
Realtors of the Palm Beaches, Broward and St Lucie Government Affairs committee member 2022
Florida Realtors Curriculum Subcommittee member 2021-present
Treasure Coast Builders Association 2022
Fort Pierce Woman's Club 2016-present

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation Board

Name: Suzanne Boardman	Phone: (772) 828 5304
Home Address: 524 N 2nd Street City/Zip Code: Ft Pierce FL 34950	How long at this address? 17 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Carpentry	
Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No If yes, list the address and nature of said business: spouse does Paul Boardman Beach Bay Carpentry INC 524 N 2nd Street Ft Pierce, FL 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☑ Yes ☐ No If yes, state the business and location: yes Beach Bay Carpentry INC 524 N 2nd Street Ft. Pierce FL 34950	
Do you have special training or knowledge in the area of: Architecture: ☑ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): Bachlor Degree from USC in Marketing Public Relations Restored 1907 house and worked on 10-12 in District	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Historic Preservation Board	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: suzanneboardman2@gmail.com
Date: 1/24/2022	Applicant's Signature Suzanne Boardman

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation Board

Name: KeAndrea Davis	Phone: 772-708-6128
Home Address: 2514 Mohawk Ave Fort Pierce FL 34946 City/Zip Code:	How long at this address? 24 years

Are you a citizen of the United States? ■ Yes ☐ No

Occupation: Attorney

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No
If yes, state the business and location:
Florida Rural Legal Services, 121 N 2nd Street, Downtown Fort Pierce

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No
Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):
B.S. Florida State University
J.D- Florida Coastal School of Law
Florida Bar Member

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ■ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: City emails Applicant Email Address: davisk711@gmail.com

Date: 1/13/2022 Applicant's Signature KDavis

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Appoin.

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Preservation Board

Name: Susan Garaham	Phone: 305 282 1482
Home Address: 373 Mockingbird Ave City/Zip Code:	How long at this address?

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Retired CRM

Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No
If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No
If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No
If yes, state the business and location:

Do you have special training or knowledge in the area of:
Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:
Describe your education, background, training and knowledge – (feel free to attach a resume):

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No
If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ☒ No
If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Applicant Email Address:

Date: 1/27/22 Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REA ESIRED
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pier
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

373 Mockingbird Ave 305-282-1482
Fort Pierce Fl 34982 smgarrahan@outlook.com

Susan Garrahan

Objectives To obtain a Fulfilling position learning and advocating for preservation of our beautiful coast. Where redevelopment and or improvements can symbiotically exist with nature in a manner that is both equitable and expedient.

Education

2014-2017 Point Park University Pittsburgh. PA
Master's Degree / Education
Curriculum & Instruction

2009-2013 Point Park University Pittsburgh, PA
Master's Degree / Criminal Justice Admin
Alpha Phi Sigma Criminal Justice Honor Society

2009-2013 Point Park University Pittsburgh, PA
Bachelor's Degree / Legal Studies
Presidential Scholarship

2006-2008 Community College of Allegheny County Pittsburgh, PA
Associates Degree / Paralegal
Phi Theta Kappa, President
Dean's List

Work Experience

1998-2001 Hammocks Community Association, Inc. Miami, FL
Interim General Manager
Licensed C.A.M.
Residences 6500
Population 16000-20000
Budget: 3.3 Million Supervised Staff of 35 and 70 Vendors
Newspaper Editor & writer, circulation 7,000 papers mo

Planned & Supervised social events.
Worked with volunteers, Board of Directors, Accountant and Attorneys.
Met monthly with advisory committees of architectural, violations, social, personnel, landscape, each sub association community.
Attended zoning meetings
Met with local elected officials regarding property enhancements.

1988-1994 National CASA Miami, FL
Guardian Ad Litem, 11th circuit court appointed
Minority Recruitment Coordinator
Public Relations Committee, Chairperson

Volunteer experience Allegheny County Office of the Public Defender Pittsburgh, PA
Paralegal Externship

Extracurricular activities Advocating through research: Self reporting PTSD in First Responders

Languages **Bilingual**

Fluent in English & Spanish (written & oral)

Hobbies Reading, Gardening, Music, Traveling, Antique Collecting, Estate Sales

References Available upon request

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: HISTORICAL PRESERVATION BOARD

Name: CHARLES HOWEK	Phone: 772-828 1080
Home Address: 1111 FERNANDINA ST. City/Zip Code: FORT PIERCE, FL 34949	How long at this address? 8 YRS
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: GENERAL CONTRACTOR	
Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No If yes, list the address and nature of said business: GENERAL CONTRACTOR	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location: HOWEK CONSTRUCTION 1111 FERNANDINA ST F.P., FL 34949	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge in the above area(s): BSBA FINANCE MSM REAL ESTATE GENERAL CONTRACTOR 51 YRS BOARD OF ADJUSTMENT	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: HIST. BOARD POLICE ADVISORY COMMITTEE	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: CCHAWK77@AOL.com
Date: 1-24-22	Applicant's Signature

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic

Name: George (Buster) Johansen	Phone: 772-801-3606
Home Address: 2732 Sunrise Blvd. City/Zip Code:	How long at this address? 14 yrs.
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Construction Background Also Restaurant and Bar Business	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date: Sept 28 2024	Applicant's Signature George W Johansen

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation Board

Name: Renella Mitchell Phone: (954) 563-7325

Home Address
City/Zip Code: 230 Peacock Street How long at this address? 5 yrs

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Retired / Notary

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No

If yes, list the address and nature of said business:
Mitchell Group / Notary
230 Peacock St
Fort Pierce FLA 34982

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No

If yes, in what capacity?
Notary Real estate

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No

If yes, state the business and location, Notary
The Mitchell Group
230 Peacock St
Fort Pierce Florida 34982

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge - (feel free to attach a resume):
Notary Property Closings

Are you currently a member of a Commission appointed board/committee? ☐ Yes ☐ No

If yes, please specify: AREA 15 HIV/AIDS Planning Board DOH Costoca
Fort Pierce Police Dept Vol. Cop Division

Have you ever been convicted of a felony? ☐ Yes ☒ No

If yes, what was the nature of the crime(s) you were convicted of

Referred by: Applicant Email Address: Rmitchell10802@Yahoo.Com

Date: 01/18/2022 Applicant's Signature: Renella Mitchell

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: HISTORIC PRESERVATION

Name: GERRY K SCHULITZ	Phone: 518 224-8577
Home Address: 1608 BINNEY DRIVE City/Zip Code: FORT PIERCE, FL 34949	How long at this address? 2YRS 7MO
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: RETIRED	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☒ Yes ☐ No Real Estate Brokering: ☒ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☒ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BA HISTORY, MPA URBAN DEVELOPMENT, VETERAN (RTD) CERTIFIED GENERAL APPRAISER (RTD) RIGHT OF WAY AGENT (RTD), RELOCATION AGENT RTD) (OVER)	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: GSCHULITZ@ROADRUNNER.COM
Date: 01/17/2022	Applicant's Signature Gerry K Schulitz

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PLACED TWO(2) PROPERTIES ON THE NATIONAL REGISTER OF HISTORIC PROPERTIES

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historical Preservation Board

Name: Minnie L Spivey	Phone: 772 216 7339
Home Address: City/Zip Code: 1405 Ave M. Fort Pierce, FL 34950	How long at this address? 74 years
Are you a citizen of the United States? ☒ Yes ☐ No yes	
Occupation: Retired St. Lucie County Educator	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I've been a resident of the Lincoln Park Area since childhood that has afforded me the unique experiences and culture of this historic community in Fort Pierce. Due to this knowledge, I can provide a perspective that will be beneficial to this committee and the city.	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Commissioner Curtis Johns	Applicant Email Address: mispivey@bellsouth.net
Date: 01/17/2022	Applicant's Signature Minnie L. Spivey

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: HISTORIC PRESERVATION BOARD

Name: BETTY JO STARKE	Phone: 772 332 5437
Home Address: 2510 South 15th STREET City/Zip Code: FORT PIERCE, FL 34982	How long at this address? 2001
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: BOCC MOSQUITO CONTROL SPECIALIST	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location: Government entity SLC BOCC	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☒ Not professionally Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☒ Not professionally Land Development: ☒ Yes ☐ No Other: LOCAL HISTORY 4 years + IRSC Describe your education, background, training and knowledge – (feel free to attach a resume): UFLIFAS IRSC - Historical Society, Ecosystems of Florida, HISTOLOGY, GEOLOGY, LOCAL HISTORY, AQUACULTURE, HISTORY OF IMPOUNDMENT AREAS, FLORA, FAUNA, SETTLEMENTS, LOCAL BUILDING EVOLUTION, DRAINAGE HBOI	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: ST LUCIE COUNTY HISTORICAL COMMISSION	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: LINDA HUDSON	Applicant Email Address: betsta1420@att.net
Date: NOV 16, 2021	Applicant's Signature Betty Jo Starke

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(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Historic Preservation

Name: Holly Theurs	Phone: 772-801-9509
Home Address: 419 n 2nd St City/Zip Code: Fort Pierce, FL 34950	How long at this address? 7
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Semi retired	
Do you own a business that operates within the City of Fort Pierce? ☑ Yes ☐ No If yes, list the address and nature of said business: Short term rental, 419 n 2nd St, Fort Pierce FL. 34950	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☑ No Engineering: ☐ Yes ☑ No Real Estate Brokering: ☐ Yes ☑ No Contracting: ☐ Yes ☑ No Land Development: ☐ Yes ☑ No Other: yes Describe your education, background, training and knowledge in the above area(s): I restored a 1905 house in Historic Edgar town and have served on the Historic Preservation Board for a number of years and have attended multiple Florida Historic Preservation seminars.	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Sunrise ~~Historic~~ Advisory Board	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Hollytheurs@gmail.com
Date: 1/24/22	Applicant's Signature

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APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: HISTORIC PRESERVATION

Name: ANTHONY WESTBURY	Phone: 772-475-0934
Home Address: 701 BEACH CT., FP 34950 City/Zip Code:	How long at this address? 21 years
Are you a citizen of the United States? ☐ Yes ☒ No	
Occupation: RETIRED JOURNALIST	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): MASTERS DEGREE IN CITY PLANNING, WORKED AS HISTORIC PLANNER FOR 6 YEARS IN ENGLAND (1970s)	
Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No If yes, please specify: INFRASTRUCTURE SURTAX COMMITTEE	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: ajwestbury@yahoo.com
Date: 2/10/22	Applicant's Signature Anthony Westbury

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

City Commission Regular Meeting - 6:00 pm **15. a.**

Meeting Date: 03/07/2022

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 02/28/2022 11:39 AM

Final Approval Date: 02/28/2022

Purchase Order Approvals between $10,000 and $50,000 by the City Manager from 2/1/2022 to 2/28/2022

1. Purchase Orders

   a. Approval to piggyback the Broward County Contract #1406AG Web Uniform & Equipment Purchasing Program for the purchase of training uniforms and leather gear for FY2022 from Galls, LLC for the amount not to exceed $16,000.

   b. Purchase approval for Geographic Technologies Group., Goldsboro, NC for the migration of the City's ArcGIS Enterprise (AGE) environment in the amount not to exceed $22,000.00.

3/1/22

MARCH 2022

THE FORT PIERCE INSIDER





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20 SUNRISE THEATRE

21 NEW BUSINESSES



A Treasured Past

Joe Sweat, Communications Specialist

The 1715 Spanish Treasure Cannon was unveiled after lying dormant for hundreds of years and was the first cannon brought to the surface in over 40 years. The City of Fort Pierce celebrated the unique treasure which is now on display in downtown Fort Pierce near the Melody Lane Fishing Pier. The City is thankful for Captain John Brandon of the 1715 Queens Jewels, Matt Samuel of the Keep Fort Pierce Beautiful Advisory Board, and of the Lions Club, who significantly donated to see this project through from start to finish. Furthermore, many thanks to Captain Dan Porter, the City of Fort Pierce Public Works Department staff, Aaron Netherton, and other community partners for making this all possible.





About The Cannon

For more than 300 hundred years, a cannon from the 1715 Spanish Treasure Fleet sat in the Atlantic, just north of Fort Pierce. The retrieval was made by Captain John Brandon of the 1715 Fleet Queens Jewels, LLC and Captain Danny Porter of the Seatrepid, together they skillfully salvaged the relic. The cannon resurfaced on August 13, 2018, and was brought to the docks of Fisherman's Wharf where it was hoisted out of the water by crane, making land for the first time in centuries. The cannon was transported to the City's Public Works compound to undergo the restoration process, prepping it for public display at the Melody Lane Fishing Pier Plaza.

"(It) doesn't happen often," Captain John Brandon said. "The last cannon that was brought up from the 1715 Fleet was about 30, 35 years ago. ... This one might be the last one for several generations."





History of the Sandy Point 1715 Fleet Wreck Site

On July 24, 1715 the combined Spanish Fleet from South America and Mexico consisting of at least 11 vessels left Havana, Cuba bound for Spain. Heavily laden with gold, silver, jewels and commercial cargos, at least 10 ships of the fleet were lost along the middle East Coast of Florida when caught in a fierce hurricane on the night of July 30th and the pre-dawn hours of July 31st. One of these ships came to rest just to the north of present day Ft. Pierce, Florida at a place now known locally as Sandy Point.

The wreck laid there until it was discovered in the mid-20th century by famed Florida Keys treasure salvor Art McKee. McKee recovered several cannons but little else. Then in the early 1960's Sebastian, Florida salvor Kip Wagner, who went on to find a fortune on the lost 1715 fleet wreck sites, as well as proving an historical glimpse into the early 18th century also made a cursory search of the wreck site with little results. In 1963, famed treasure salvor Mel Fisher and his team re-explored the site recovering about 2,000 heavily worn silver pieces of eight and three small gold coins from the mint at Mexico City. The first significant treasures ever recovered by Mel Fisher and his team. Mel and his team would go on to find vast amounts of treasures and artifacts on the 1715 fleet wreck sites as well as on the 1622 wrecks of the Atocha and Margarita off Key West, Florida. No other gold was ever recovered at the Sandy Point wreck site until the summer of 2011 when salvor John Brandon and his crewman Kenton Dickerson recovered a beautiful gold ring from the site as well as a number of silver coins.

The identities of none of the 1715 fleet wreck sites can be proven in an academic fashion. That is to say, there have been no artifacts or treasures recovered from specific 1715 fleet wreck sites that would conclusively match the archival and historical research data pertaining to a specific 1715 fleet shipwreck in order to allow for a positive identification to be arrived at. Based on circumstantial historical and archaeological evidence it is believed that the Sandy Point wreck may represent the partial remains of one of the South American ships of the fleet, possibly General Echeverz Almiranta, the Nuestra Senora del Carmen. Only time and more investigations of this wreck site might provide more positive identification. The Sandy Point shipwreck remains a mystery not only as to her identification, but also as to where the bulk of her treasures and other related artifacts went down. This cannon serves as a reminder of that fateful day in 1715, as well as the enduring modern day efforts to unlock the Sandy Point wreck's lost treasure mysteries as well as those of the rest of the 1715 Plate Fleet.



THE WAVEGA

AT WILLOW LAKES

Willow Lakes Development was approved in 2020 to be a vibrant, mixed-use urban village at the crossroads of Florida's Turnpike, and Interstate 95 in the City of Fort Pierce. The site is situated on 200.3 acres of land, lying immediately north of Midway Road and west of I-95. Willow Lakes is envisioned to be an east coast destination uniting locals, in addition to, regional, national and international visitors. The development has been planned to be a lively, pedestrian-oriented community of inviting public spaces, walkable streets, and authentic neighborhoods with a recreational amenity for seasoned and novice surfers. The site plan for Willow Lakes is a mixed use live, work, play and learn community.



RDEN



PHASE 1 OF THE PROJECT



WILLOW LAKES IS A MIXED USE LIVE, WORK, PLAY AND LEARN COMMUNITY.

"

The vision proposed by the applicant for Willow Lakes is a community that celebrates outdoor activity and a healthy lifestyle. The residential, retail, and commercial uses will be combined to provide a critical mass of activity that will bring year-round life to the proposed community. Willow Lakes is being designed to create a "village" that will be one of a kind in Florida, built around a state-of-the-art and largest world-class surf park in the country.

The architecture for the Willow Lakes Hub and Surf Pods (Lanais) is contemporary in design. The Hub creates a look and feel as though the building is a wave. A number of uses are proposed within the Hub that will cater to not only sports enthusiasts but to residents and tourists alike.

"The Wavegarden at Willow Lakes will deliver high quality waves and authentic surfing experiences year-round for new and existing surfers of all ages, experience and ability. Beyond the Wavegarden, the Village will be comprised of several distinct neighborhoods, knit together by a network of walkable, pedestrian-oriented streets, and navigable flow-ways designed for maximum environmental and recreational purposes. The result will be an inclusive environment where visitors, residents, and professionals have fun, keep fit and feel part of a community that shares their passion and respect for surfing, the ocean, others and the planet."





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CONTINUING TO HONOR AND SERVE

Officer Damian Spotts was honored and recognized as the Law Enforcement Officer of the Day at the House of Representatives in Tallahassee. It also marked his 19th year with the Fort Pierce Police Department!! The City is lucky to have such a dedicated individual, serving and protecting our community. Congrats Officer Spotts!

(Left) Chief, Diane Hobley-Burney, State Representative Dana Trabulsy, Officer Damian Spotts.





It was a great turnout at the first annual ***"Give Back To The City of Fort Pierce Day"*** hosted by the Image of Christ Church's, Pastor Hazel Hoylman. This community event drew attendees both young and old with free food and free raffle prizes given to all who attended. And to top it off, horse and UTV rides were also available to those who wanted to venture. Local organizations were also on site to offer their services to the community. The Fort Pierce Police Department was proud to ab a part of this local event, and look forward to more in the future.

Thank you again to Pastor Hazel Hoylman for "giving back" to the City of Fort Pierce. (Date February 19th, 2022)

CONSTRUCTION SPOTLIGHT



GEORGIA AVENUE BASIN WATER QUALITY IMPROVEMENTS:

The City of Fort Pierce was recently awarded a $1,320,000 Water Quality Improvement Grant through South Florida Water Management District for a project identified as Georgia Avenue Basin Water Quality Improvements. SFWMD approved grant funding to nine different projects within their governing boundary all of which provide some type of water quality benefit to the Indian River Lagoon. The City proposes to implement numerous Best Management Practices (BMPs) to aid in the removal of phosphorus, nitrogen, and other harmful nutrients from stormwater discharging from the 235-acre Georgia Avenue Drainage Basin.



SOUTH 5TH STREET ROADWAY IMPROVEMENTS (BOSTON TO DELAWARE):

The roadway has been opened to vehicular and pedestrian traffic. A final construction walk-thru was conducted on February 18th and a punch list of items to be corrected or completed has been generated. Unfortunately, we are still 6-weeks away from FPUA completing the service connections which would allow for the elimination of the overhead lines and existing utility poles located within the limits of the construction project. Once these poles are removed, the flags of sidewalk missing on the west side of S. 5th Street can be constructed. Thermo striping and new roadway signage is scheduled for installation the last week of February.

OHIO AVENUE (U.S. HIGHWAY 1 TO 11TH STREET):

Full roadway reconstruction of Ohio Avenue between U.S. Highway 1 and 11th Street will provide a curb and gutter roadway section complete with sidewalks, streetlights, underground utilities, introduction of a stormwater collection system, limited landscaping, and ADA upgrades. Engineering staff is currently reviewing the 60% design plans and will forward review comments to the consultant to address.

AVENUE D (INDIAN RIVER DRIVE TO 29TH STREET):

Full roadway reconstruction of Avenue D between U.S. Highway 1 and Indian River Drive is proposed. These improvements shall include roadway reconstruction with sidewalks, ADA upgrades, curb and gutter, stormwater collection system, conversion of overhead utilities to underground, and street lighting installation. The section of Avenue D between U.S. Highway 1 and 29th Street will include milling and resurfacing of the roadway and the replacement of the existing brick paver crosswalks with stamped asphalt crosswalks.

NEW PROJECTS



DENTAL OFFICE & MORE:

Located at the corner of Okeechobee Rd and McNeil Rd, exterior construction of this three-unit office building is nearing completion. Exterior façade improvements have begun and the interior construction for the tenants will begin soon. This property was the former Cowboy's Restaurant location.

HOME 2 SUITES:

Home2Suites by Hilton located at 1990 Reynolds Drive recently had the concrete slab/floor poured and inspected. Vertical construction of the concrete block walls has begun, and once the rebar has been inspected, the concrete block with rebar will be filled with grout and will again be inspected for compliance with the Florida Building Code.

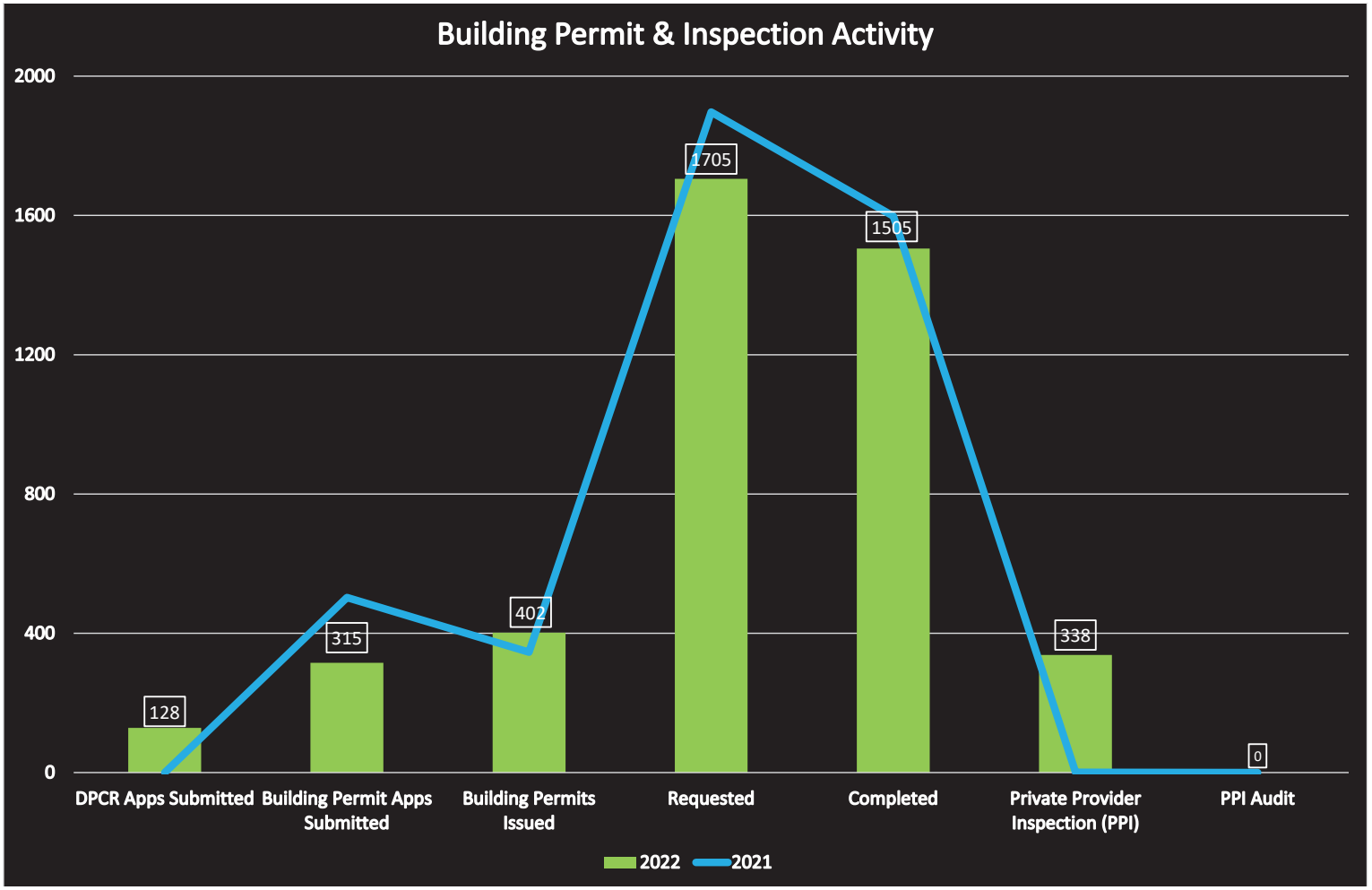




BUILDING CHART FOR JANUARY 2022

JANUARY 2022 PLAN REVIEW PROCESSING TIME & ACTIVITY REPORT COMBINED

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



KEEP FORT PIERCE BEAUTIFUL SEEKS VOLUNTEERS FOR GREAT AMERICAN CLEANUP

Kaitlyn Ballard,
Executive Assistant to the Public Works Director

Show your Fort Pierce pride by volunteering during the Great American Cleanup, Fort Pierce's largest Annual Litter Cleanup and Beautification Event, on Saturday, March 12, 2022, from 8 AM until Noon. The Great American Cleanup unifies and beautifies communities across the country in a grassroots spring-cleaning movement. Celebrating its 24th year, the most recent Great American Cleanup created 15,000 opportunities for millions of volunteers to have remarkable results – picking up millions of pounds of litter, cleaning over 100,000 acres of public spaces, and tens of thousands of miles of roadways and shorelines. Keep Fort Pierce Beautiful provides a unique experience for groups to make an impact throughout the Fort Pierce community. They invite Fort Pierce residents, visitors, businesses, and organizations to participate in the year's Great American Cleanup event. In an effort to provide a safe environment for all volunteers, participants are encouraged to form small teams and choose an area in the city to pick up litter. Registered volunteers may be provided with litter collection supplies such as trash bags, gloves, pickers, and t-shirts, while supplies last. ***Items can be picked up from the Public Works Compound located at 52 Savannah Rd, Fort Pierce, FL 34982, on Wednesday, March 9, 2022, from 1 PM TO 4 PM, Friday, March 11, 2022, from 8 AM TO 3 PM, or Saturday March 12, 2022, from 7 AM TO 3 PM.***





The Annual Arbor Day Planting Celebration will also take place on March 12 in conjunction with the Great American Cleanup. The City of Fort Piece will be planting a beautiful oak tree at the Kimberly Bergalis Memorial Park located at S. Ocean Drive and Melaleuca Drive Fort Pierce, FL 34950. This event starts at 10 AM and residents and visitors are welcome to attend the planting. The City of Fort Pierce is proud to have received the prestigious Tree City USA designation for thirty-three consecutive years from the National Arbor Day Foundation in honor of its commitment to effective urban forest management and this tree planting celebration is another example of that commitment.

We are super excited for the Great American Cleanup, and we cannot wait to see you there! To register, please visit: **https://www.surveymonkey.com/r/FPGAC2022**

For more information, please visit the city's website at: **http://www.cityoffortpierce.com/383/Great-American-Cleanup** or call Kaitlyn Ballard at 772.467.3795



EVERY WEDNESDAY - GREEN MARKET - MARINA SQUARE 12:00 PM - 6:30 PM
EVERY SATURDAY - JAZZ MARKET – MARINA SQUARE 8:00 AM – 1:00 PM
EVERY SATURDAY - DOWNTOWN FARMERS MARKET - MARINA SQUARE 8:00 AM – 12:00 PM

3/4/22 FRIDAY FEST – MARINA SQUARE 5:00 PM – 9:00 PM

3/19/22 SAILFISH SAINT PATRICK'S DAY PARTY – 2ND STREET 12:00 PM – 11:00 PM

3/22-25/22 JAZZ ON THE WATER WEEK – MARINA SQUARE 11:00 AM-2:00 PM

3/24/22 DANCING IN THE STREET – 2ND STREET 6:00 PM-9:00 PM

RIVER WALK CENTER SALES REPORT **JANUARY 2022**

CLASSES	$ 689.13
PARK PERMITS	$ 1,275.00
SPECIAL EVENTS	$ 1,715.00
FACILITY	$ 4,255.33
TOTAL	$ 7,934.46



In spite of the cold temperatures we have endured between mid-January and mid-February, we have continued to aggressively work on improving the golf course. We have been utilizing a spiker in all of the fairways to aid with the compaction and open up the turf for more oxygen and improved root health. We continue to improve bunkers, edge cart paths and have completed several fertilizer applications.

From a round standpoint, we have had a fantastic February with total rounds up approximately 600 over last year and we have increased our average revenue per round by over a dollar year to date. It appears that we may be out of the coldest temperatures so with a mild Spring of rain and warm weather, we should continue to stay busy all the way through April.

We pride ourselves on our customer service as well as being warm and welcoming to all players!
We provide a fun and relaxed environment for players of all ages and skill levels. Our pace of play has been unmatched locally as we regularly are at, or UNDER a 4 hour round of golf on even our busiest days.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

INDIAN HILLS SALES REPORT

	12/2021	1/2022
GOLF ROUNDS	2994	2907
GOLF FEES	$94,130.10	$87,841.01
RANGE TOKENS	$2,588.20	$2,880.60
MEMBERSHIP PASS	$9,041.90	$2,389.28
FOOD & BEVERAGES	$5,517.57	$5,513.83
MERCHANDISE	$3,391.50	$2,907.84
TOTAL	**$114,669.27**	**$101,532.56**



CITY MARINA FINANCIAL REPORT

	NOVEMBER	DECEMBER	JANUARY
Dockage Reservations	219	184	154
Monthly Dockage	$139,545.31	$164,339.07	$175,601.82
Transient Dockage	$69,552.75	$74,744.17	$68,865.45
Electricity	$4,625.61	$6,850.08	$7,767.87
Retail	$16,412.73	$23,773.93	$19,407.87
Gas Sales	$38,926.06	$63,530.79	$36,661.55
Diesel Sales	$126,713.63	$124,334.70	$101,043.19
TOTALS	**$395,776.09**	**$457,579.66**	**$409,347.75**

COME ON DOWN!



February was busy with many large audiences at the Sunrise Theatre. From the ever popular Popovich Comedy Pet Theater, Strictly Sinatra Rat Pack with Frank Sinatra, Dean Martin and Sammy Davis, Jr. singing many "Sinatra" hits to a packed house of over 700 guests to ABBA Mania fans dancing and singing in the aisles to Mama Mia. Excitement abounds at the Sunrise Theatre!

Springing forward into March are several hot, must-see shows. Sunrise Theatre has a packed schedule this spring, with shows for the whole family. From one of the best magical illusion shows of our time to a night of 10-part harmonies from Down Under, your historic theater in downtown Fort Pierce is bringing world-class entertainers to the Treasure Coast. Fantasy, fervor and flair combine in 'Masters of Illusion' on Friday, March 4 at 8pm. This 21st-century magic show is a spectacle you have to see to believe. Starring some of the best magicians of modern time, "Masters of Illusion" features arts of deception and jaw-dropping illusions right before your eyes. Performers from around the world "combine fantasy, fervor and flair" along with comedy for a show that will have you glued to the edge of your seat.

Love is in the Air when The Ten Tenors take the stage on Tuesday, March 15 at 7:30pm. Snag a pair of tickets and invite your sweetheart for a night of some of the most popular feel-good love songs and wedding first-dance songs. From pop favorites to classic love ballads (and even a few romantic arias), these 10 gents from Australia perform perfect 10-part harmonies. You'll love their passion-filled versions of tunes like "All You Need Is Love," "Unchained Melody," "I'd Do Anything for Love" and "Somebody to Love." Surprise the one you love by turning a regular Tuesday night into a date night you'll cherish forever.

Come on down to The Price is Right Live, yes on stage at the Sunrise Theatre Friday, March 25 at 8pm. If you've ever dreamed of hearing the words "come on down" — and spinning the big wheel — this night is your chance. This is an on-stage version of the classic game show everyone knows and loves. It brings all your favorite games to life. You'll see Plinko, Cliffhangers, The Big Wheel and even the fabulous Showcase. Even better? You could actually win prizes, such as appliances, vacations and possibly a new car! Interested in being a contestant? Go to the Sunrise Theatre website and under the Price is Right show page you will find additional information. Contestants must be at least 18 years old. You also can simply attend and cheer on the big winners.



Scott Bradlee's beloved musical show Postmodern Jukebox: The Grand Reopening Tour is coming to the Sunrise Theatre stage on Thursday, April 7, 7:30 p.m. Postmodern Jukebox — or PMJ as fans call it — is a rotating musical collective founded by arranger and pianist Scott Bradlee. Since 2011, Postmodern Jukebox has built a global reputation for spinning popular modern music into different vintage genres, especially early 20th-century forms such as swing and jazz. This show is the perfect event for multigenerational family outings — and anyone who says "they just don't make music like they did in the good old days." Bradlee and the PMJ prove that everything old is new again.

Go to www.sunrisetheatre.com for an up to date listing of all events or call the box office 772.461.4775

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