THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONDITIONAL USE – NO NEW CONSTRUCTION

Property Information

Property address or Location

4100 Okeechobee Rd, Fort Pierce, FL 34947

Parcel ID #(s)

2418-431-0001-000-0, 2418-442-0001-000-4

Project description

We are seeking conditional use approval for uses detailed in cover letter

Site Information

Building Size: 360,458 Parking Spaces: 1,662

Michael O'Neill	Prime Rock Energy Capital
Property Owner(s)	**Applicant/Representative, Title, Company**
4100 Okeechobee Rd	P.O. Box 508
Street Address	Street Address
Fort Pierce FL 34947	Wayne PA 19087
City State Zip	City State Zip
610-389-2700	708-846-1751
Phone Number	Phone Number
moneill@primerockencap.com	tkennedy@primerockencap.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

MO

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS

CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM

For more information, please refer to the website:

https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

General Information

- **Incomplete application packets will not be accepted.**
- In-take meetings are required for application submittals.
- Conditional Use approval is valid for one (1) year following City Commission approval.
- Fee Schedule - https://www.cityoffortpierce.com/DocumentCenter/View/2620/Fee-Schedule-
- Public Notice Fees - https://www.cityoffortpierce.com/DocumentCenter/View/8818/Public-Notice-Fees-



Submittal Requirements:

Submit one (1) original & three (3) hard copies and one (1) CD or Flash Drive of the following. Additional copies will be required of subsequent submittals.

- ❑ As-built Survey
- ❑ Floor Plan of Existing Buildings
- ❑ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage
- ❑ Lighting Plan
- ❑ Complete Application

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 125-236, shall be reviewed as a unit in accordance with the requirements of section 125-313 except that:

1. The City Commission shall hold a public hearing in accordance with the provisions of section 125-38 prior to acting on the application for conditional use.

2. In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4894210 OR BOOK 4648 PAGE 1037, Recorded 07/14/2021 11:03:31 AM Doc Tax: $77350.00

This Instrument Prepared by and Return to:
Marc S. Teplitz
525 SW Camden Ave.,
Stuart, FL 34994

Parcel ID 2418-431-0001-000-0
2418-442-0001-000-4

_____-SPACE ABOVE THIS LINE FOR RECORDING DATA _____

THIS **SPECIAL WARRANTY DEED,** made this 7th day of July, 2021, by **Orange Blossom Investment , L.L.C., a Florida limited liability company,** whose mailing address is 4146 Okeechobee Road, Fort Pierce, Florida 34947, herein called the grantor, to **Renaissance Business Park LLC, a Florida limited liability company,** whose mailing address is 2000 S. Ocean Drive, Penthouse 1, Ft Lauderdale FL 33316, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100 ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain real property situated in St. Lucie County, State of Florida, viz:

See Exhibit "A" attached hereto for legal description and made a part hereof

SUBJECT to restrictions, reservations, easements rights-of-way and limitations of record, zoning and/or other prohibitions imposed by governmental authority, if any, and taxes for the year 2021 and all subsequent years, provided, however, that the foregoing shall not serve to impose or reimpose the same.

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

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

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey this land; that the grantor hereby specially warrants that title to the land is free from all encumbrances made by grantor, and grantor will defend the same against the lawful claims of all persons claiming by, through, or under grantor, but against none other.

IN WITNESS WHEREOF, said grantor has signed and sealed these presents the day and year first above written.

Christa Melloh
Witness #1 Signature

Print Name : Christa Melloh

Witness #2 Signature

Print Name : Marc Teplitz

Orange Blossom Investment , L.L.C., a Florida limited liability company

By: _____

Name: Terri Wilkin
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of July, 2021, by Terri Wilkin, as Authorized Representative of Orange Blossom Investments, L.L.C., a Florida limited liability company, on behalf of the company, ___ who is personally known to me or ✓ who has produced _____ as identification.

Marc Teplitz
Notary Public
Printed Notary Name: Marc S. Teplitz
Commission Expires: November 14, 2022

SEAL

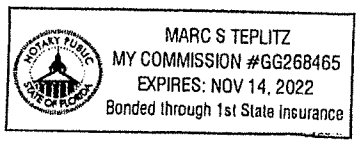


EXHIBIT A

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; The portion lying in said Section 19 being a part of Lots 1, 2 and 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of said Section 18; thence along the East line of said Section 18, on an assumed bearing, North 01°18'34' East for 679.50 feet; thence North 88°41'26' West for 64.93 feet to the POINT OF BEGINNING;

Said POINT OF BEGINNING being also the Point of Curvature of a Curve concave to the Southeast and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Westerly, Southwesterly and Southerly for 62.83 feet to a Point of Tangency; thence South 01°18'34" West for 57.12 feet to a Point of Curvature of a Curve concave to the West and having a Radius of 175.00 feet; thence along the Arc of said Curve, through a Central Angle of 51°11'08", Southwesterly for 156.34 feet to a Point of Tangency; thence South 52°29'42' West for 207.92 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Southwesterly, Southerly and Southeasterly for 62.83 feet to a Point of Tangency, thence South 37°30'18' East for 119.00 feet to a Point of Curvature of a Curve concave to the North and having a Radius of 40.00 feet; thence along the Arc of said Curve through a Central Angle of 05°45'22" Southeasterly for 4.02 feet to its intersection with the Northwesterly Right-of-Way line of OKEECHOBEE ROAD (STATE ROAD 70) as it now exists per O.R. Book 1260, Page 693; thence along said R/W line South 52°29'46' West for 38.20 feet thence North 37°30'18" West for 117.52 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 25.00 feet; thence along the Arc of said Curve, through a Central Angle of 96°29'28", Northwesterly, Westerly, and Southwesterly for 42.10 feet to a Point of Tangency; thence South 46°00'14' West for 62.36 feet to a Point of Curvature of a Curve concave to the Northwest and having a Radius of 200.00 feet; thence along the Arc of said Curve, through a Central Angle of 11°36'22" Southwesterly for 40.51 feet to a Point of Tangency; thence South 57°36'35' West for 548.27 feet to the Point of Curvature of a Curve concave to the East and having a Radius of 75.00 feet; thence along the Arc of said Curve, through a Central Angle of 95°06'53" Southwesterly, Southerly and Southeasterly for 124.50 feet to a Point of Tangency; thence South 37°30'18" East for 94.99 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 50.00 feet; thence along the Arc of said Curve, through a Central Angle of 16°15'36" Southeasterly for 14.19 feet to its intersection with the Northwesterly Right-of-Way Line of said OKEECHOBEE ROAD, as it now exists; thence along said R/W Line South 52°29'46" West for 72.00 feet; thence North 37°30'18" West for 158.00 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 30.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Northwesterly, Westerly and Southwesterly for 47.12 feet to a Point of Tangency thence South 52°29'42' West for 315.22 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 95.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Southwesterly, Southerly and Southeasterly for 149.23 feet to a Point of Tangency; thence South 37°30"18" East for 92.99 feet to its intersection with the Right-of-Way line of said OKEECHOBEE ROAD, as it now exists; thence along said R/W Line South 52°29'46" West for 48.64 feet to the Point of Intersection with a Curve concave to the West having a Radius of 50.00 feet; thence along the Arc of said Curve, through a Central Angle of 09°11'46" Northwesterly for 8.03 feet to a Point of Tangency; thence North 37°30'18" West for 85.00 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 143.00 feet; thence along the Arc of said Curve through a Central Angle of 10°01'46" Northwesterly for 25.03 feet to a Point of Reverse Curve of a Curve concave to the Southwest

and having a Radius of 150.00 feet; thence along the Arc of said Curve, through a Central Angle of 49°14'55", Northwesterly and Westerly for 128.93 feet to a Point of Tangency; thence North 76°43'27" West for 27.97 feet Point of Curvature of a Curve concave to the Northeast and having a Radius of 265.00 feet; thence along the Arc of said Curve through a Central Angle of 11°35'23", Northwesterly for 53.60 feet to a Point; Thence South 00°58'25" East, for a distance of 220.67 feet to a Point on the South Line of Lot 3, Model Land Company, as recorded in Plat Book 3, Page 63, Public Records of Martin County, Florida; thence South 89°01'35' West, along said South Line, for a distance of 138.10 feet; thence North 47°59'29" West, for a distance of 113.11 feet; thence North 13°01'13" West, for a distance of 581.68 feet; thence North 24°04'40" West, for a distance of 157.05 feet; thence North 12°36'59' West, for a distance of 1405.41 feet; thence North 89°10'37" East, for a distance of 1017.51 feet to a point on the East Line of the West One-Half of the Southeast One-Quarter of said Section 18; thence South 00°55'34" West, along Said line for a distance of 192.68 feet; to a point on the North line of the Southeast One-Quarter of said Section 18; thence North 89°09'49' East, along said North line, for a distance of 1274.66 feet to a point on the Westerly Right-of-Way line of Hartman Road; thence South 01°18'34"West, along said Westerly Right-of-Way line for a distance of 639.69 feet to a Point of Curvature of a Curve Concave to the Southwest and having a radius of 40.00 feet; thence along the arc of said curve, through a central angle of 26°43'53', Northwesterly for 18.66 feet to a Point of Tangency; thence North 88°41'26" West, for a distance of 7.00 feet to the Point of Beginning.

And Less the Sears Site, described as follows:

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; The portion lying in said Section 19 being a part of Lots 2 and 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of said Section 18; thence along the East line of said Section 18, on an assumed bearing, North 01°18'34' East for 373.91 feet to its intersection with the Northeasterly extension line of the Northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension and along said R/W Line South 52°29'46" West for 1051.89 feet; thence North 37'30'18' West for 279.15 feet to the POINT OF BEGINNING: thence South 52°29'42" West for 653.41 feet; thence North 76'43'27" West for 5.35 feet to a Point of Curvature of a curve concave to the Northeast and having a radius of 229.00 feet; thence along the arc of said curve, through a Central Angle of 39°13'09" Northwesterly for 156.75 feet to a Point of Tangency; thence North 37°30'18" West for 155.55 feet to a Point of Curvature of a curve concave to the East and having a radius of 139.00 feet; thence along the arc of said curve, through a Central Angle of 24°29'05" Northerly for 59.40 feet to a Point of Tangency; thence North 13°01'13" West for 151.85 feet to a Point of Curvature of a curve concave to the West and having a radius of 436.00 feet; thence along the arc of said curve, through a Central Angle of 15°05'01" Northerly for 114.78 feet to a Point of Tangency; thence North 28°06'14" West for 3.71 feet to a Point of Curvature of a curve concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a Central Angle of 15°29'15" Northerly for 125.42 feet to a Point of Tangency; thence North 12°36'59" West for 67.47 feet to a Point of Curvature of a curve concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a Central Angle of 04°28'35' for 36.25 feet; thence North 52°29'42" East for 492.21 feet; thence South 37°30'18" East for 607.53 feet; thence South 82°30'18" East for 35.36 feet; thence South 37°30'18' East for 193.84 feet to the POINT OF BEGINNING.

And Less and Except the following described parcel:

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; the portion lying in said Section 19 being a part of Lot 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°18'34" East for 373.91 feet to its intersection with the northeasterly extension of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70) per Official Records Book 1260, Page 698, Public Records of St. Lucie County, Florida; thence along said extension South 52°29'46" West for 1707.20 feet; thence South 30°57'51" East for 12.08 feet to its intersection with the south line of said Lot 3; thence along said south line South 89°01'35 West for 235.00 feet to the POINT OF BEGINNING;

Thence continuing along said south line of said Lot 3 South 89°01'35" West for 138.10 feet to its intersection with the easterly line of that certain Parcel of Land described in O.R. Book 291 at pages 1331 and 1332 of the Public Records of Saint Lucie County, Florida; thence along said easterly line for the four following courses: (1) North 47°59'29" West for 113.11 feet (2) North 13°01'13" West for 581.68 feet (3) North 24°04'40" West for 157.05 feet (4) North 12°36'59" West for 1405.41 feet to the terminating Point of said fourth course; thence North 89°10'37" East for 1017.51 feet to its intersection with the east line of the west half of the southeast quarter of said Section 18; thence along said east line South 00°55'34" West for 192.68 feet to the northwest corner of the southeast quarter of the southeast quarter of said Section 18; thence along the north line of said southeast quarter of the southeast quarter North 89°09'49" East for 1274.66 feet to its intersection with the westerly Right-of-Way Line of HARTMAN ROAD, as it now exists per O.R. Book 1260, page 697; said Right-of-Way being parallel with and 40 feet westerly of the east line of said Section 18; thence along said Right-of-Way line and along said parallel line South 01°18'34" West for 572.46 feet to a Point of Curvature of a Curve concave to the North and having a Radius of 25.00 feet; thence along the arc of said Curve, through a Central Angle of 146°58'53" Northwesterly for 64.13 feet to a Point of Tangency; thence North 21°25'13" East for 16.95 feet to a point of Curvature of a Curve Concave to the West and having a Radius of 500.00 feet; thence along the arc of said Curve, through a Central Angle of 18°24'50" Northerly for 160.69 feet to a Point of Compound Curve of a Curve concave to the Southwest and having a Radius of 300.00 feet; thence along the Arc of said Curve, through a Central Angle of 75°15'22", Northwesterly for 394.04 feet to Point of Compound Curve of a Curve concave to the South and having a Radius of 1,000.00 feet; thence along the arc of said curve, through a Central Angle of 24°26'33" Westerly for 426.60 feet to a Point of Tangency; thence South 83°25'11" West for 21.59 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 114.99 feet; thence along the arc of said Curve, through a Central Angle of 24°31'51 for 49.23 feet to a Point of Tangency; thence. South 58°53'20" West for 27.97 feet to a Point of Curvature of Curve concave to the North and having a Radius of 600.00 feet; thence along the arc of said curve, through a Central Angel of 30°55'55", Westerly for 323.92 feet to Point of Reverse Curve of a Curve concave to the Southeast and having a Radius of 500.00 feet; thence along the arc of said Curve, through a central angle of 37°19'33" Southwesterly for 325.73 feet to a Point of Tangency; thence South 52°29'42" West for 505.00 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 500.00 feet; thence along the arc of said Curve, through a Central Angle of 65°06'41" Southwesterly and Southerly for 568.20 feet to a Point of Tangency; thence South 12°36'59" East for 67.47 feet; to point of Curvature of a Curve concave to the Northeast and having a Radius of 500 feet; thence along the arc of said Curve, through a Central angle of 15°29'15" Southerly for 135.15 feet to a Point of Tangency; thence South 28°06'14" East for 3.71 feet to a Point of Curvature of a

Curve concave to the Southwest and having a Radius of 400.00 feet; thence along the arc of said Curve, through a Central Angle of 15°05'01" for 105.30 feet to a Point of Tangency; thence South 13°01'13" East for 151.85 feet to a Point of Curvature of and curve concave to the Northeast and having a Radius of 175.00 feet; thence along the arc of said Curve, through a Central angle of 24°29'05", Southeasterly for 74.78 feet to a Point of Tangency; thence South 37°30'18" East for 155.55 feet to a Point of Curvature of Curve concave to the Northeast and having a Radius of 265.00 feet; thence along the arc of said Curve through a Central angle of 27°37'46", Southeasterly for 127.79 feet; thence South 00°58'25" East for 220.67 feet to the POINT OF BEGINNING.

DEAN MEAD
ATTORNEYS AT LAW

Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
P.O. Box 2757 (ZIP 34954)
Fort Pierce, FL 34947

(772) 464-7700
(772) 464-7877
www.deanmead.com

Orlando
Fort Pierce
Tallahassee
Viera/Melbourne
Vero Beach

W. LEE DOBBINS
AuthorDirectNo
LDobbins@deanmead.com

MEMORANDUM

DATE: February 10, 2022

TO: Jennifer Hofmeister, Director of Planning Department
City of Fort Pierce

FROM: W. Lee Dobbins, Esq.

RE: Prime Rock Energy Capital, LLC / Orange Blossom Mall
Response to Fort Pierce Planning Department TRC Comment #1
Justification Statement

According to Section 125-236 of the City Code, "the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare." Approval of the proposed conditional uses within the applicant's property meets the requirements of the City Code because there are already controls in place to ensure that the uses will not adversely affect other owners or tenants within the property, neighboring properties or the general public. The entire mall property is subject to an existing Declaration of Covenants (most recently updated in 2021), prohibiting certain uses and providing restrictions to insure that no individual owner or tenant negatively impacts other owners or tenants, and by extension insuring that there will not be negative impacts outside of the mall property. The applicant has provided full copies of the

Declaration and the First Amendment to the Declaration, however, the following are examples of a few of the use restrictions contained in the foregoing documents:

- No owner or tenant may use their unit in any way which would constitute a legal nuisance to other owners or tenants.
- Bars selling alcoholic beverages for on premises consumption as its principal business purpose are prohibited.
- Any use which emits a strong, unusual, offensive, obnoxious odor, fumes, dust or vapors or any sound which can be heard, or odor smelled, outside of the building and permeates into the other owner's property is prohibited.
- Any industrial or manufacturing activity that uses any toxic chemicals or pollutants as defined by any governmental agency (except chemicals found in common household cleaning supplies or office products) is prohibited.
- Any distilling, refining, smelting, agricultural or mining operation is prohibited.
- These are just a few of the use restrictions contained in the existing Declaration documents. Please see Article IV, "Use Restrictions" in the First Amendment to Declaration of Covenants, Conditions and Restrictions for the Orange Blossom Mall.

The applicant is also providing an updated Traffic Study, prepared by Susan O'Rourke, showing that the traffic produced by the proposed conditional uses will not exceed the traffic that would have been produced by the currently permitted retail mall. In fact, a fully-leased retail mall would likely produce far more traffic than the proposed conditional uses.

WLD:acr

)OANNE HOLMAN, CLERK OF THE CIRCU)OURT - SAINT LUCIE COUNTY
File Number: 1944083 OR BOOK 1422 PAGE 2932
Recorded:08/11/01 07:27

This instrument prepared by (and return to)

Daniel B. Harrell
Gonano & Harrell
(Courthouse Box #34)
1600 S. Federal Highway, Suite 200
Fort Pierce, FL 34950-5194
(561) 464-1032

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ORANGE BLOSSOM MALL

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ORANGE BLOSSOM MALL (this "Declaration") is made this 9th day of August, 2001, by FORT PIERCE PROPERTIES, LLC, a Delaware limited liability company ("FP"), whose address is 4300 Okeechobee Road, Fort Pierce, Florida 34947, and the SCHOOL BOARD of St. Lucie County, Florida, a district school board constituted as provided in Article IX, Section 4 of the Florida Constitution ("School Board"), whose address is 2909 Delaware Avenue, Fort Pierce, Florida 34947:

WITNESSETH:

WHEREAS, FP is the owner of the Orange Blossom Mall (except the "Sears Parcel" which is owned by the School Board) located at 4300 Okeechobee Road, Fort Pierce, Florida, more particularly described in Exhibit "A" attached hereto, hereinafter referred to as the "FP Property"; and

WHEREAS, the School Board is the owner of the land sometimes referred to as the "Sears Parcel" located at Orange Blossom Mall, more particularly described in Exhibit "B" attached hereto, hereinafter referred to as the "School Board Property"; and

WHEREAS, The FP Property, and the School Board Property are more particularly shown on the site plan designated Exhibit "C" attached hereto; and

NOW, THEREFORE, FP and the School Board hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their successors and assigns, and shall accrue to the benefit of each owner of such properties.

ARTICLE I. DEFINITIONS

1 Definitions. The following words and terms used herein or referred to in this Declaration or any amendment or modification hereto shall have the following meanings:

1.1 "Association" shall mean and refer to the ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, its successors and assigns.

1.2 "Common Area" shall mean, refer to and include all portions of the Orange Blossom Mall that are or in the future will be available for the general use, convenience and benefit of all of the Owners and their respective employees, agents, customers, visitors, licensees, invitees and tenants, excepting, however, those portions of the FP Property and the School Board Property that are within the Permissible Building Area and are occupied at any time and from time to time by the buildings of an Owner.

1.3 "Mall Ground Signs" shall mean and refer to any and all ground signs that are or in the future will be located on the Orange Blossom Mall at its entrances from Okeechobee Road and/or Hartman Road.

1.4 "Orange Blossom Mall" shall collectively mean the FP Property, the School Board Property, and any other future subdivision of the FP Property and the Ring Road owned by FP.

1.5 "Owner" shall mean and refer to any and all of the fee owners of the FP Property, the School Board Property and any owner of any future subdivision of the FP Property; provided, however, the term "Owner" shall not mean and refer to the holder of any mortgage or any other security instrument encumbering title to the FP Property, the School Board Property or any future subdivision of the FP Property unless and until the holder thereof shall become an owner of such property or properties pursuant to the foreclosure thereof or any deed or proceeding taken in lieu of foreclosure with respect thereto.

1.6 "Permissible Building Lines" shall mean and refer to those indicated lines on the Site Plan that delineate areas within which the respective buildings of the Owners may be built, which areas are each referred to as a "Permissible Building Area."

1.7 "Ring Road" shall mean that certain "U" shaped road which surrounds Orange Blossom Mall which is owned by FP and which connects to Okeechobee Road and/or Hartman Road, as depicted on the Site Plan and as more particularly described in Exhibit D attached hereto.

1.8 "Site Plan" shall mean and refer to the site plan attached hereto as Exhibit C. The location of all buildings and facilities in the Orange Blossom Mall shall be controlled by the Site Plan and no building or other facility may be erected on the Orange Blossom Mall except within the Permissible Building Lines shown on the Site Plan, nor may any additional building or facility be built except in an area designated on the Site Plan for future development or expansion, unless all of the Owners agree on a modification of the Site Plan in the manner provided in Section 13.4 of this Declaration.

1.9 "Storm Water Retention Areas" shall mean those certain portions of the FP Property that have been or in the future will be designated and constructed as storm water and surface water

retention, detention, storage, and discharge facilities serving the Orange Blossom Mall, as depicted on the Site Plan and as more particularly described in Exhibit E attached hereto.

1.10 "Unit" shall mean and refer to each one thousand (1,000) square feet of gross leasable floor space of commercial or office building within the Orange Blossom Mall that is owned by an Owner, including any fraction thereof equal to or exceeding five hundred (500) square feet of such space. For purposes of this Declaration, the term "gross leasable floor space" shall mean the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls, but excluding public corridors, common restrooms, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to building machinery and equipment (such as air conditioning, ventilating or heating), parking structures, and attic and basement space where the floor-to-ceiling height is not more than six (6) feet.

ARTICLE II. EASEMENTS

2 Granting of Easements. FP and the School Board hereby declare, establish and grant the following easements, which easements shall run with the land:

2.1 Vehicular and Pedestrian Access. Ingress and Egress Easements. For the benefit of the Owners of the FP Property, the School Board Property and any other future subdivision of the FP Property, and as an appurtenance to such properties, FP hereby declares, establishes, grants and dedicates to the Association non-exclusive, perpetual easements for the purposes of vehicular and pedestrian access, ingress and egress in, on and over the Ring Road and other Common Area within the FP Property and the School Board hereby declares, establishes, grants and dedicates to the Association non-exclusive perpetual easements over the Common Area within its property for vehicular and pedestrian access, ingress and egress over said property to the Ring Road, for use by the Association, FP, the School Board and the Owners of any subdivision of the FP Property, the

tenants and subtenants of FP, the School Board or the Owners of any subdivision of the FP Property, and their respective agents, contractors, employees, licensees, concessionaires, vendors, suppliers, customers and visitors, in common with others entitled to use the same.

FP or any subsequent Owner of the FP Property, as the case may be, shall have the right to (i) relocate the Ring Road provided the FP Property, the School Board Property, and any future subdivision of the FP Property, shall retain access to and from the FP Property, the School Board Property, and any future subdivision of the FP Property, to a publicly dedicated street, roadway and/or highway, and (ii) maintain, repair and/or replace FP's Ring Road, as necessary as determined by the Owner of the FP Property, in its sole discretion. The Owners of the FP Property shall have the right to convey all or any part of the Ring Road to the City of Fort Pierce and/or to the State of Florida as a publicly dedicated street, roadway and/or highway. Any such relocation or conveyance shall be memorialized by an amendment to this Declaration, revising the legal description set forth in Exhibit D, adopted and recorded in the manner provided in Section 13.4. The Association and all Owners shall cooperate in executing and delivering any such amendment so long as such amendment provides for retention of continued access to a publicly dedicated street, roadway and/or highway.

2.2 Storm Water Drainage Easements. For the benefit of the Owners of the FP Property, the School Board Property, and the Owner of any future subdivision of the FP Property, FP and the School Board hereby declare, establish, grant and dedicate to the Association non-exclusive, perpetual easements for the purpose of constructing, reconstructing, operating, maintaining, repairing, and replacing lines and related facilities ("Drainage Systems") to collect and drain storm and surface water from any of such tracts into the Storm Water Retention Areas. The Drainage Systems easements shall not interfere with any Owners' buildings.

Notwithstanding any other provision to the contrary set forth in this Declaration, an Owner (i) shall have the right to relocate the Drainage Systems located on such Owner's property provided that each of the Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property retain adequate storm and surface water drainage facilities, and provided further that such relocation is in full compliance with the regulations of and all permits and approvals issued by any and all controlling governmental authorities, and (ii) shall maintain, repair and/or replace the Drainage Systems located on such Owner's property, as necessary. The Owner performing any work relating to the Drainage Systems easement shall restore the property affected by such work to its preexisting condition.

2.3 Storm Water Retention Easements. For the benefit of the Owners of the FP Property, the School Board Property, and the Owner of any future subdivision of the FP Property, FP hereby declares, establishes, grants, and dedicates to the Association non-exclusive perpetual easements for the purpose of constructing, reconstructing, operating, maintaining, repairing, and replacing storm and surface water retention, detention, storage, and discharge facilities in, on, and over the Storm Water Retention Areas.

FP or any subsequent Owner of the FP Property, as the case may be, shall have the right to relocate the Storm Water Retention Areas provided (i) the FP Property, the School Board Property, and any future subdivision of the FP Property shall retain adequate storm and surface water retention, detention, storage, and discharge capacity and (ii) such relocation is in full compliance with the regulations of and all permits and approvals issued by any and all controlling governmental authorities. Any such relocation shall be memorialized by an amendment to this Declaration, revising the legal description set forth in Exhibit E, adopted and recorded in the manner provided in Section 13.4. The Association and all Owners shall cooperate in executing and delivering any

such amendment so long as such amendment provides for adequate storm and surface water retention, detention, storage, and discharge capacity and complies with all governing regulations, permits, and approvals.

2.4 Sanitary Sewer Easements. For the benefit of the Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property, FP and the School Board hereby declare, establish, grant and dedicate to the Association non-exclusive, perpetual easements for the purpose of connecting to and using the sanitary sewer lines (the "Sewer Systems") located at Orange Blossom Mall. The Sewer Systems easements shall not interfere with any Owners' buildings. No Owners of the FP Property, the School Board Property, or any future subdivision of the FP Property, nor any of any such Owner's tenants, employees, agents or invitees, shall use the Sewer Systems for any other purposes than that for which they were constructed and the Owners of the FP Property and the School Board Property agree that the Sewer Systems were designed for a certain capacity based on the anticipated uses of the FP Property, the School Board Property, and that in no event shall the Owner of the FP Property, the School Board Property, and any subdivisions of the FP Property use the Sewer Systems in such a manner, or for such a volume of waste, as would materially diminish the sewer capacity available to service the FP Property, the School Board Property, and any subdivision of the FP Property and no foreign substance of any kind shall be thrown, routed or deposited therein and the expense of repairing any breakage, stoppage, seepage or damage, whether occurring on or off any Owner's property, resulting from a violation of this provision by the Owner of such Property, or such Owners' tenants, employees, agents or invitees shall be borne by the violating Owner of such Property. Each Owner shall be responsible for all of the cost of any tap-in fees, water meter fees, impact fees, connection charges and/or user charges

with respect to any utilities serving such Owners' Property, including any temporary utility charges in connection with the construction of improvements by such Owner.

Notwithstanding any other provision to the contrary set forth in this Declaration, an Owner (i) shall have the right to relocate the Sewer Systems located on such Owner's property provided each of the Owners of the FP Property, the School Board Property, or the owners of any future subdivision of the FP Property, retain adequate sewer facilities, and (ii) shall maintain, repair and/or replace the Sewer Systems located on such Owner's property, as necessary . The Owner performing any work relating to the Sewer Systems easements shall restore the property affected by such work to its pre-existing condition.

2.5 Miscellaneous Utility Easements. For the benefit of the Owners of the FP Property, the School Board Property, and of any future subdivision of the FP Property, FP and the School Board hereby declare, establish, grant and dedicate to the Association non-exclusive perpetual easements for the construction, replacement, repair, upkeep and maintenance of water, gas, electric, communications and other miscellaneous utility lines and/or conduits and/or connections located on each respective Owners' Property (the "Miscellaneous Utility Easements"). The Miscellaneous Utility Easements shall not interfere with any Owners' buildings.

Notwithstanding any other provisions to the contrary set forth in this Declaration, an Owner (i) shall have the right to relocate the Miscellaneous Utility Easements granted in this Section 2.5 and located on such Owner's property provided each of the Owners of the FP Property, the School Board Property, and any other future subdivision of the FP Property retain adequate water, gas, electric, communications and other miscellaneous utility lines and/or conduits and/or connections to said properties; and (ii) shall construct, replace, repair, upkeep and maintain the miscellaneous utilities located on such Owner's property, as necessary. The Owner performing any work relating

to the Miscellaneous Utility Easements shall restore the property affected by such work to its pre-existing condition.

2.6 Parking Easements. For the benefit of the Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property, the tenants and subtenants of such Owners, and any Owners' respective patrons, customers, employees and visitors, in common with others entitled to use the same , FP and the School Board, respectively, hereby declare, establish, grant and dedicate to the Association non-exclusive, perpetual easements for the purpose of parking in parking areas expressly and specifically designated by FP and the School Board, respectively, from time to time located on the FP Property, the School Board Property, any future subdivision of the FP Property. The existence of these parking easements shall not in any way alter the obligations of maintenance, repair or upkeep otherwise required in this Declaration, and this section only creates easements for parking in areas designated by the Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property specifically for parking and does not create easements for parking in any area not so designated by an Owner, such as the Ring Road, other roadways, driveways, entranceways or sidewalks.

Notwithstanding any other provision to the contrary set forth in this Declaration, an Owner (i) shall have the right to relocate the the parking easements granted in this Section 2.6 and located on such Owner's property , and (ii) shall maintain, repair and/or replace the parking easement areas so designated, as necessary, so long as such relocation permits the owners of the FP Property, the School Board Property and the Owner of any subdivision of the FP Property to meet all parking ratios required by the City of Fort Pierce, Florida and to meet the parking ratios of any tenants of such Owners. No Owner shall do or permit any act which would unreasonably interfere with the parking easements granted in this Section 2.6; provided however, nothing contained in this Section

2.6 is intended to, nor shall, circumscribe an Owner's right to use its respective Property or permit such Owner's patrons, customers, employees and visitors to use the parking spaces within the established boundaries of its own Property, including designating and enforcing reserved parking areas within such boundaries.

2.7 Sign Easement. For the benefit of the School Board as owner of the School Board Property, FP hereby declares, establishes and grants to the School Board a non-exclusive, perpetual easement for signage upon all of the Mall Ground Signs, as depicted on the Site Plan. The School Board shall be afforded an amount of space upon each of the Mall Ground Signs, immediately below any identifying logo for the Orange Blossom Mall, representing not less than thirty-three percent (33%) of the sign face area that is available for advertising purposes after first subtracting that portion of the sign face area used for the mall logo. Subject to the provisions of Article III of this Declaration, the School Board may use such space in any manner consistent with the regulations of and all permits and approvals issued by the City of Fort Pierce and all other controlling governmental authorities. All use of such space by the School Board, and any and all permits and approvals required for such use, shall be at the sole cost and expense of the School Board.

FP or any subsequent Owner of the FP Property, as the case may be, shall have the right to relocate any of the Mall Ground Signs provided (i) the School Board, its successors and assigns, shall retain the same allocation of sign face (location and total area) on such relocated sign and (ii) such relocated sign shall be no less visible from adjacent roadways.

2.8 Construction within Permissible Building Area. Subject to the provisions of Article III of this Declaration, nothing in Sections 2.1 through 2.6, and nothing in any other provision of this Declaration, shall be deemed to preclude any Owner from relocating any vehicular or pedestrian access, storm water collection facility, utility line or facility, or parking area existing upon such

Owner's property and constructing or reconstructing buildings upon its property so long as such buildings are located or relocated within the Permissible Building Area.

ARTICLE III. ARCHITECTURAL CONTROL

3.1 Architectural Review Committee. An architectural review committee, hereinafter referred to as the "Committee," consisting of three (3) persons, shall be appointed by the Board of Directors of the Association. Each member of the Committee shall serve for a term of one (1) year following his or her appointment.

3.2 Approval of Plans and Specifications. No construction of any improvements and no reconstruction, exterior remodeling or exterior alteration of or addition to any improvements, including any structure, building, fence, wall, parking area or facility, landscaping, driveway or sign shall be initiated or begun upon the FP Property, the School Board Property, and any future subdivision of the FP Property without the prior written approval of the Plans (as such term is hereinafter defined) by the Committee. Any construction, reconstruction, remodeling and alteration of or addition to such improvement shall be effected substantially in accordance with such approved Plans. As used herein, the term "Plans" shall mean construction plans, working drawings, the specifications prepared under the supervision of an architect or engineer, as appropriate, licensed to practice architecture or engineering in the state of Florida and shall include:

(a) A site plan showing the location of the building or other structures to be constructed as well as the location of all entrances, exits, signs, driveways, walkways, parking areas (including, without limitation, parking space detail) and other pertinent material. All points of access to FP's Ring Road must be shown on such site plan. Any points of access to FP's Property shall be for convenience only and the owner

of the FP Property shall have the right to approve any relocation of such access points so long as the access points connect to FP's Ring Road.

(b) Complete details as the grading, drainage, utility service, paving, exterior lighting, landscaping and screening.

(c) Front, side and rear colored elevation drawings, including floor and roof plans, for all buildings and structures.

(d) Wall sections.

(e) Detailed identification of construction materials and colors.

(f) Detailed signage drawings, including color samples.

The Committee shall be vested with the exclusive authority to approve all such Plans or to disapprove the same, and shall disapprove such proposed Plans only if it deems, in its reasonable discretion, (i) that the improvements (including landscaping) contemplated by such Plans are not in accordance with its construction standards or the requirements of this Declaration or applicable governmental authorities, (ii) that such improvements will detract from the attractiveness of Orange Blossom Mall or will be unsuitable, undesirable or inappropriate for aesthetic reasons, (iii) that the exterior design, color scheme, finish, proportions or style of architecture of the proposed improvements are not compatible with the improvements within Orange Blossom Mall, (iv) that the grading or drainage plans are unsatisfactory, (v) that the location and capacity of the driveways and parking areas within the proposed improvements are unsatisfactory, or (vi) that the Plans do not include such information as is reasonably required by the Committee.

The Committee shall be allowed thirty (30) days after its receipt of proposed Plans within which to examine the Plans and to advise any submitting Owner of its approval or disapproval of the same: provided: however, that the failure of the Committee to advise the submitting Owner of

the FP Property, the School Board Property, or any future subdivision of the FP Property within such thirty (30) day period shall be deemed to constitute the approval of the Plans. If the Committee shall disapprove any Plans, it shall give its reasons therefor and the submitting Owner of the FP Property, the School Board Property, or any future subdivision of the FP Property, shall not commence construction until the Plans have been revised so as to meet the Committee's reasonable objections and until the Committee's approval of such revised Plans has been obtained.

In furtherance of the foregoing, but without in any way limiting the authority of the Committee to approve all Plans as aforesaid, the following standards shall be applicable:

(i) All exposed exterior surfaces of any building or structures shall be properly finished prior to the occupancy or use of the same. The facade of each building facing the FP Property and the School Board Property will be a finished facade.

(ii) No used materials shall be incorporated in, on or into the exterior surfaces of any buildings or other structures without the express written consent of the Committee.

(iii) All utilities, including telephone service, to any buildings or other structures shall be placed underground.

(iv) All buildings and other structures and improvements shall be constructed and maintained at all times in accordance with all applicable building codes, ordinances, zoning requirements, rules and regulations of all governmental authorities having jurisdiction.

(v) Storage tanks, cooling towers, vents, hoods, transformers, garbage dumpsters, loading docks and other loading and unloading facilities, and any other like structures or equipment shall be fully screened and hidden from public view (to a minimum height of at least eight (8) feet above ground level) from the exterior boundaries of the applicable FP Property, the School Board Property, and any future subdivision of the FP Property.

(vi) All portions of the FP Property, the School Board Property and any future subdivision of the FP Property not covered by buildings, driveways, parking areas, walkways or other similar improvements shall also be attractively landscaped as required by and in conformity to the standards of Orange Blossom Mall, the City of Fort Pierce and St. Lucie County, Florida and/or any other applicable governmental authority.

(vii) Only those signs approved by the Committee in connection with the Plans shall be permitted on the FP Property, the School Board Property, and any future subdivision of the FP Property and/or the exterior of any structure located thereon. For all purposes of this Declaration a "sign" is defined as the use of any letters, words, numerals, figures, devices, logos or trademarks by which anything is made know, including, without limitation, to any depiction of any individual firm, professional or business name or description which is visible to the general public.

In the event the Committee shall disapprove the Plans of the submitting Owner of the FP Property, the School Board Property, or any future subdivision of the FP Property for any construction, reconstruction, exterior remodeling, exterior alteration or addition of or to any structure, building, fence, wall, parking area, landscaping, driveway, sign or other improvements, and if such submitting Owner is unable or unwilling to modify its Plans in such respects as shall be necessary to obtain approval of the same, then the submitting Owner may, at its option, and within ninety (90) days from the disapproval of its Plans as aforesaid, request that such disagreement be settled by arbitration. In this event, the submitting Owner shall give notice in writing of its desire for arbitration to the Committee, which notice shall include the designation by the submitting Owner of a registered architect duly licensed to practice architecture in the State of Florida who shall serve as the submitting Owner's representative upon the arbitration panel. In turn, the Committee shall, within fifteen (15) days after receipt of the submitting Owner's notice, designate a registered

architect duly licensed to practice architecture in the State of Florida as its representative upon the arbitration panel. The two architects so appointed shall attempt to resolve the dispute, but if the two architects cannot resolve the dispute then they shall select a third architect to serve with them and the panel as so selected shall review the submitting Owner's proposed Plans, shall confer with the parties as the panel shall deem necessary, and shall then either approve the Plans as submitted, disapprove the same, or suggest changes as prerequisites to approval, with the arbitration panel's decision to be binding upon both parties. Each party shall pay the charges of the architect appointed by it, with the charges of the third architect, if applicable, to be divided equally.

Notwithstanding anything herein to the contrary, alterations to or remodelings of the interior of the building shall not require Committee approval so long as such interior alterations or remodelings do not affect the appearance of the building from the exterior thereof.

In no event shall any approval by the Committee of the Plans or any consent thereto in accordance with this Declaration constitute, or be construed as constituting, (i) any warranty or certification by the Owners of the FP Property and the School Board Property or the Association of the engineering or architectural adequacy, sufficiency, feasibility, or soundness of said Plans, (ii) any assumption by the Owners of the FP Property and the School Board Property or the Association of any responsibility for the accuracy, sufficiency or feasibility of said Plans, or (iii) any release or waiver by the Owners of the FP Property and the School Board Property or the Association of the obligation of an Owner of the FP Property, the School Board Property, or any future subdivision of the FP Property to cause such Owner's Plans to comply with all requirements imposed by the Americans with Disabilities Act, zoning, building, fire, health and sanitary codes and regulations and any other codes or governmental requirements relative to the construction of improvements.

ARTICLE IV. USE RESTRICTIONS

4 Use Restrictions. The FP Property, the School Board Property, and any future subdivision of the FP Property shall not be used or operated for or as any of the following uses without the prior written consent of the Owners of the FP Property and the School Board Property, which consent may be granted or withheld in the absolute discretion of the Owners of the FP Property and the School Board Property:

(i) for any unlawful purpose or in any way which would constitute a legal nuisance to an Owner or the tenants of the FP Property, the School Board Property, and any future subdivision of the FP Property;

(ii) as a bowling alley, or establishment which sells alcoholic beverages for on-premises consumption other than a restaurant or hotel/motel deriving less than fifty percent (50%) of its gross revenues from the sale of alcoholic beverages;

(iii) as a manufacturing operation, factory and industrial usage, warehouse, processing or rendering plant, bar (except in conjunction with the operation of a restaurant or hotel/motel), pawn shop, massage parlor, "disco" or other so-called dance hall, or for the sale or display of pornographic materials;

(iv) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard or odor smelled outside of any building located within Orange Blossom Mall, except that any usual paging or music system shall be allowed;

(v) any heavy industrial or manufacturing activity or manufacturing that uses any toxic chemicals or pollutants, as defined by any governmental agency (except for such manufacturing which is incidental to predominantly retail use), distilling, refining, smelting, agricultural, or mining operation.

(vi) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard;

(vii) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

(viii) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of any tenant or licensee of any Owner to determine its own selling prices, nor shall it preclude the conduct of periodic seasonal, sales promotional or clearance sales or legitimate going out of business sales provided such tenant or licensee applies for and is granted a permit for such going out of business sale by the appropriate governmental authority);

(ix) any central laundry, dry cleaning plant or laundromat; provided, however, this provision shall not be applicable to on-site service oriented to pick up and delivery by the ultimate consumer, including supporting facilities as the same may be found in retail shopping districts in Fort Pierce, Florida;

(x) any boat, automobile, truck, trailer or recreational vehicles, storage, or body shop or repair operation except when such use or activity is undertaken within an enclosed building;

(xi) any kennel, veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business);

(xii) any establishment selling or exhibiting paraphernalia for use with illicit drugs, any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater;

(xiii) any live ammunition gun range or shooting gallery;

(xiv) any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as blackjack or poker; bingo hall, whether for profit or not-for-profit; and slot machines; provided, however, this prohibition shall not apply to the retail sale of tickets for lottery games operated by the State of Florida so long as such sales are in full conformity with the Florida Public Education Lottery Act or successor provision and rules and regulations promulgated thereunder;

(xv) any use which creates fire, explosive or other hazards;

(xvi) any car wash, night club, or discotheque;

(xvii) any "adult entertainment establishment" within the meaning of that term as now or hereafter defined either (a) in Section 847.001, Florida Statutes, as amended by Chapter 2001-177, Laws of Florida, or any successor provision to such section, or (b) in Chapter 11.5 of the Code of Ordinances of the City of Fort Pierce, or any successor provision to such chapter; and

(viii) any flea market.

ARTICLE V. PARKING

5 Parking. The FP Property, the School Board Property, and any future subdivision of the FP Property shall at all times comply with any and all applicable laws governing parking ratios and zoning ordinances regarding parking in effect for Orange Blossom Mall from time to time. All rules, regulations, ordinances or laws relative to parking requirements shall be complied with by providing the requisite number of parking spaces within the boundaries of the FP Property, the School Board Property, and any future subdivision of the FP Property considered as a whole and the parking spaces available pursuant to cross parking easements granted by this Declaration. The Owners of the FP Property, the School Board Property, and any future subdivision of the FP

Property may enter into parking leases and/or license agreements or easements with each other or third parties owing adjacent properties to satisfy any tenant, licensee or governmental requirement related to parking requirements.

ARTICLE VI. LANDSCAPING

6 Landscaping. Each of the Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property shall, at such Owner's sole cost and expense, landscape all disturbed or graded area at such Owner's property in accordance with the approved Plans for such Property. Each Owner shall maintain or have maintained all landscaping on such Owner's Property in good, attractive condition and shall keep it planted, the lawns cut and shrubbery trimmed. Any changes or alterations to the landscaping of such Owner's Property must first be approved by the Owners of the FP Property and the School Board Property in writing.

ARTICLE VII. MAINTENANCE

7 Maintenance Obligations.

7.1 Owner Maintenance Obligations. The Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property shall maintain all buildings, windows, fences, drives, parking lots, plumbing systems (including sanitary and storm water sewage lines located within their respective Properties), mechanical and electrical (including power lines running on, over, under or through their respective Properties) and other structures and improvements located on the FP Property, the School Board Property or any future subdivision of the FP Property in good order, condition and repair, and shall otherwise maintain their respective Properties in an aesthetically pleasing manner. Drainage Systems shall be kept clean and free of any obstacles. Irrigation or sprinkler systems shall be kept in proper working condition, with adjustment, repair and cleaning being done on a regular basis. All areas on the FP Property, the School Board Property and

any future subdivision of the FP Property shall be kept free at all times from debris, papers and leaves. Any building or structure located on the FP Property, the School Board Property and any future subdivision of the FP Property which should become vacant for any reason shall be locked and completely secured in order to defer the entrance therein by unauthorized persons.

7.2 Common Area Maintenance. Except as otherwise specifically provided in this Declaration, the maintenance and operation of the Common Area, including the repair, maintenance, and replacement of landscaping, paving, Drainage Systems and other Common Area improvements and facilities shall be the responsibility of the Association as a common expense. As used in this Section 7.2, the term "maintenance" shall mean that the Common Area improvements and facilities will be kept at all times in good order, condition and state of repair and replacement in accordance with reasonable standards, from time to time, of a first-class shopping center operation, including, without limitation, the following:

(i) All hard-surfaced portions of the Common Area facilities and improvements shall be swept at intervals sufficient to maintain the same in a clean condition;

(ii) All sidewalks shall be swept and washed at intervals sufficient to maintain the same in a clean condition and all surface water shall be promptly removed;

(iii) All public trash and rubbish containers located in the Common Area for the use of the public shall be emptied daily and shall be washed at intervals sufficient to maintain the same in a clean condition;

(iv) All landscaping shall be properly maintained, including irrigation and removal of weeds and foreign matter;

(v) All hard-surfaced markings shall be inspected at regular intervals and promptly repainted as the same shall become unsightly or indistinct from wear and tear or other cause;

(vi) All catch basins and other Drainage Systems facilities shall be cleaned on a schedule sufficient to maintain all storm water lines in a free flowing condition; and all mechanical equipment constituting a part of the Drainage Systems or sanitary sewer facilities shall be regularly inspected and kept in proper working order;

(vii) All asphalt paving shall be inspected at regular intervals, maintained in a good condition, and resurfaced as necessary to maintain the standard of operation and appearance established in this Section 7.2;

(viii) All surface utility facilities servicing the Common Area, including, but not by way of limitation, hose bibs, standpipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon the occurrence of any defect or malfunction;

(ix) All Common Area amenities, benches and institutional, directional, traffic and other signs, shall be inspected at regular intervals, and maintained in clean and attractive surface condition;

(x) All lamps on lighting standards or otherwise shall be inspected at regular intervals and all lamps shall be promptly replaced when no longer properly functioning; and

(xi) All work required under this Section 7.2 shall be performed promptly and in a good and workmanlike manner in compliance with all applicable permitting requirements, governing regulations, and approved plans; all plans and specifications, when required, shall conform to sound architectural and/or engineering standards and practices; and all maintenance, installation, repair, and construction activities shall be undertaken in a manner so as to minimize any effect on the orderly operation of, or ease of access to, the Owners' properties.

ARTICLE VIII. FUTURE OUTPARCELS

8 Creation of Future Outparcels. The Owner of the FP Property shall have the right to further subdivide its property into additional lots or outparcels for sale and/or lease to third parties provided such subdivision of the FP Property meets all governmental requirements and the plat of such additional subdivided lot or outparcel is recorded in the Public Records of St. Lucie County, Florida. All of the terms, covenants and conditions of this Declaration shall apply to all additional such subdivided lots or outparcels created pursuant to this Section without the necessity of any amendment to this Declaration.

ARTICLE IX. DAMAGE AND DESTRUCTION

9 Damage and Destruction. In the event of the destruction or damage of any building or any part thereof located on the FP Property, the School Board Property, or any future subdivision of the FP Property, during the period of this Declaration, by fire or other casualty, the Owner of such property shall promptly rebuild and repair or replace the same to as good a condition and to the same general appearance as existed prior to the damage and destruction provided the holder of any mortgage on the property releases the proceeds to such Owner for rebuilding. The Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property agree that any building or other improvements shall be rebuilt in accordance with plans and specifications which provide for first-class structures, workmanship and materials. Any building or other improvement which any Owner is required to rebuild or repair pursuant to this Section shall be rebuilt and ready for occupancy within eighteen (18) months from the date of such damage and destruction.

If the buildings and improvements on any Owner's property are damaged or destroyed at a time when such Owner is not obligated to rebuild and such Owner elects not to rebuild, the said Owner shall, at its option, either (i) restore its property to a neat, orderly and

landscaped condition and maintain its property in a clean, safe and sightly condition, or (ii) use its property for a use which is not restricted by this Declaration compatible with a mixed use complex.

ARTICLE X. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

10.1 Membership. Every owner of property in the Orange Blossom Mall that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment.

10.2 Voting Rights. The Owners, as members of the Association, shall be entitled to one (1) vote for each Unit owned. When more than one (1) person or entity holds an interest in any Unit, all such persons or entities shall be members, with the vote for such Unit being exercised as they determine; however, in no event shall more than one (1) vote be cast with respect to any Unit.

ARTICLE XI. ASSESSMENTS

11.1 Creation of Lien and Personal Obligation for Assessments. FP and the School Board, for the FP Property, the School Board Property, and any future subdivision of the FP Property, hereby covenant, and each subsequent Owner of property within the Orange Blossom Mall by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges for the operation, improvement, and maintenance of the Common Area, (2) special assessments for capital improvements to the Common Area, and (3) special assessments for the abatement of nuisances. Such assessments shall be established and collected under the authority of the Board of Directors of the Association pursuant to the bylaws of the Association and as hereinafter provided in this Article. Except as provided in Section 11.9, the annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and may be foreclosed by the

Association, and a foreclosure action filed in a court of competent jurisdiction; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of St. Lucie County, Florida. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owners's successors in title unless expressly assumed by them.

11.2 Purpose of Assessment. Except as provided in Section 11.5,the assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners of the properties (including necessary or appropriate professional fees) and for the operation, improvement, and maintenance of the Common Area, including but not limited to the Ring Road, the Storm Water Retention Areas, the Drainage Systems, the Sewer Systems, and all easements granted and dedicated to the Association for the benefit of the Owners.

11.3 Assessment Allocation. Each Owner shall be liable for a share of the common expenses of the Association in proportion to the number of Units owned, and on a like basis shall be entitled to an undivided share of any common surplus. An Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, or by deed-in-lieu of foreclosure, shall be liable for all assessments coming due while the Owner is the owner of property in the Orange Blossom Mall. In a voluntary conveyance other than a deed-in-lieu of foreclosure, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the grantor's share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

11.4 Annual Assessments. The Board of Directors shall fix and collect an annual assessment in an amount as necessary to operate, improve, and maintain the Common Area in good order, condition, and repair and in an aesthetically pleasing manner. Annual assessments shall be due at such time as fixed by the Board of Directors of the Association at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto.

11.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Section 11.4 of these Articles, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Area, provided that any such assessment shall have been approved by the Owners, as members of the Association, owning four-fifths (4/5) of the Units voting in person or by proxy at an Association meeting duly called for such purpose by the Board of Directors. Written notice of any meeting called for the purpose of levying a special assessment authorized under this section shall be sent to all members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Alternatively, members of the Association owning the requisite number of Units may authorize such a special assessment in the manner provided in the Florida Not for Profit Corporation Act for action by written consent of the members without meeting.

11.6 Special Assessments for Nuisance Abatement. In the event an Owner of any property in the Orange Blossom Mall shall fail to maintain such property and the improvements situated thereon in a manner so as to affect directly the health or safety of other Owners, the Association, after approval by the Board of Directors and thirty (30) days' written notice to the Owner, shall have

the right, through its agents and employees, to enter upon such property and abate any nuisance, remedy any nonconforming condition, and make such repairs as reasonably necessary to protect the health or safety of other Owners. The cost of such abatement, remediation, and repair shall be added to and become part of the assessment to which such property is subject, and shall be due and payable fifteen (15) days from the date such assessment is made. Any such entry for abatement, remediation, or repair shall not constitute a trespass. This section shall not apply to any property during the properly permitted construction or reconstruction of any building unless the building has been abandoned by the Owner.

11.7 Effect of Nonpayment of Assessments: Remedies of Association. Except as provided in Section 11.9, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and a half percent (1.5%) per month, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for in this Article XI for nonuse of the Common Area or abandonment of such Owner's property. In any action to enforce any assessment made in this Article XI, the prevailing party shall be entitled to reasonable attorneys' fees, including attorneys' fees for appellate proceedings.

11.8 Subordination of Lien to Mortgages. The lien of the assessments provided for in this Article XI shall be subordinate to the lien of any first mortgage. Sale or transfer of any property in the Orange Blossom Mall shall not affect the assessment lien, however, the sale or transfer of any property pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any assessment thereafter becoming due or from the lien of such assessments.

11.9 Application to Local Governmental Entity Owners. The provisions of this Article shall apply to any Owner that is a "local governmental entity" as defined in the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, as amended by Chapter 2001-169, Laws of Florida ("Prompt Payment Act"), except as follows:

(a) No lien shall be created or attach, as a result of assessments levied by the Association in accordance with this Article, to any property of an Owner that is a local governmental entity.

(b) To the extent that the provisions of this Article XI conflict with the provisions of the Prompt Payment Act, and to the extent that the Prompt Payment Act affords the Association additional remedies in the event of nonpayment of an assessment by an Owner that is a local governmental entity, the provisions of the Prompt Payment Act shall govern and apply.

11.10 Estoppel Certificates. From time to time within thirty (30) days following receipt of notice from any Owner or mortgagee of property in the Orange Blossom Mall, the Association shall execute and deliver to such Owner or mortgagee a certificate for the use of the addressee, whether such addressee is the Owner or mortgagee or a prospective buyer, lessee, or mortgagee of such Owner, stating the amount of any unpaid assessment against such property. Any person other than an Owner who relies upon such certificate shall be protected thereby.

ARTICLE XII. TAXES AND INSURANCE

12 Taxes and Insurance.

12.1 Taxes and Special Assessments. Each Owner of the FP Property, the School Board Property, and any future subdivision of the FP Property shall promptly pay when due any and all taxes and special assessments with respect to their respective Property.

12.2 Casualty Insurance. Each Owner of the FP Property, the School Board Property and any future subdivision of the FP Property shall at all times keep the buildings and improvements located on its Property insured, at its expense, against loss or damage by fire, windstorm, explosions, hail, damage from aircraft and vehicles and/or other similar risks as are from time to time included in "all risk" endorsements available in St. Lucie County, Florida, and in an amount of not less than one hundred percent (100%) of the actual value or one hundred percent of the actual replacement cost of the building or buildings on its Property (excluding foundation and excavation costs and the cost of underground flues, pipes and drains).

12.3 Liability Insurance. Except as provided herein for agencies and subdivisions of the State of Florida, each Owner of the FP Property, the School Board Property and any future subdivision of the FP Property shall at all times, at its expense, maintain comprehensive general public liability insurance (including automobile and contractual liability endorsements) against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about its Property, such insurance in each case to afford protection to the limit, per occurrence of not less than $5,000,000.00 with respect to personal injury or death and such insurance against property damage to afford protection to the limit of not less than $500,000.00 with respect to any instance of property damage. The School Board and any other Owner that is an agency or subdivision of the State of Florida enjoying sovereign immunity may, in lieu of the foregoing, demonstrate either that it is a qualified self-insurer with respect to, or that it maintains insurance coverage up to the limits of, the limited waiver of sovereign immunity from tort actions provided under Section 768.28, Florida Statutes, or any successor provision to such section.

12.4 Form of Policies. All insurance provided for in this Article XII shall be effectuated under valid and enforceable policies issued by insurers of recognized responsibility qualified to do

business in the State of Florida. Within fifteen (15) days of renewal of each policy required under this Article XII, the Owner responsible for obtaining such policy shall cause to be delivered to each other Owner a certificate of such policy. Any policy required under this Article XII shall provide that such policy shall not be cancelled without at least thirty (30) days prior written notice to the other Owners. In the event an Owner fails to maintain insurance in accordance with this Article XII and if such owner fails to correct such default after reasonable notice from one of the other Owners, such other Owner may purchase such insurance for any defaulting Owner and the defaulting Owner shall pay the cost thereof, plus interest thereon until paid at the lesser of (i) two percent (2%) in excess of the prime rate from time to time publicly announced in The Wall Street Journal, or (ii) the maximum rate permitted by law.

12.5 Required Insurance. The Owners of the FP Property, the School Board Property and any future subdivision of the FP Property shall maintain any insurance required by any holder of a first mortgage on such Owner's property.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1 Covenant Running with the Land. The parties hereto agree that the rights, easements, covenants and restrictions set forth in this Declaration shall be deemed to be covenants running with the title to, and shall benefit, the FP Property, the School Board Property, and any future subdivision of the FP Property, which rights, easements, covenants and restrictions shall remain in full force and effect and be binding upon the Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property and their respective successors-in-title and assigns until such time as all the Owners agree to terminate this Declaration. The Owners of the FP Property, the School Board Property, and any future subdivision of the FP Property shall have the right to delegate the right to use the easements granted to such party in this Declaration to its tenants, licensees,

customers, invitees, employees and agents. In the event of a subdivision of the FP Property, the Owner of such property shall convey such subdivided property subject to the terms, covenants and conditions of this Agreement. In the event the covenants set forth herein shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants shall be automatically renewed and extended for the maximum period permitted by law.

13.2 Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to the FP Property, the School Board Property, or any future subdivision of the FP Property shall conclusively be deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to its property, as the case may be, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest.

13.3 Default and Remedies.

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Declaration: (i) failure of an Owner to pay when due any sum due under this Declaration (and no notice or cure period need be given for failure to pay any sum when due hereunder), or (ii) the failure of an Owner to observe or perform any of the other covenants, conditions or obligations of this Declaration within thirty (30) days after written notice to such Owner from any other Owner specifying the nature of such failure, provided that if such covenant, condition or obligation (other than the payment of any sum due hereunder) shall be of such nature that it can be fulfilled or performed and if the applicable Owner in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if the applicable Owner is

then diligently pursuing the fulfillment or performance thereof and shall thereafter continuously and diligently proceed therewith until completion.

(b) Remedies. If the Owner of FP Property, the School Board Property or the Owner of a subdivision of the FP Property shall commit an Event of Default, the non-defaulting Owners of such properties shall have all remedies available at law or in equity (including, without limitation, the right to specific performance and injunctive relief) and, in addition, the non-defaulting parties, after ten (10) days prior written notice (except in the event of an emergency involving risk at bodily injury or property damage, in which event only such notice, if any, as shall be reasonable under the circumstances shall be required), shall have the right, but not the obligation, to perform such defaulted obligation on behalf of the defaulting Owner and be reimbursed by the defaulting Owner for the reasonable cost thereof, together with interest thereon from the date incurred at the rate of the lesser of (i) two percent (2%) in excess of the prime rate from time to time publicly announced in the Wall Street Journal, or (ii) the maximum rate permitted by law.

(c) Enforcement. The Owners of the FP Property, the School Board Property or Owner of any future subdivision of the FP Property shall have the right to grant waivers or variances with respect to the aforesaid covenants and restrictions on a case by case basis, but no such waiver or variance shall be effective unless same shall be in writing and signed by the Owners of the FP Property, the School Board Property and any future subdivision of the FP Property. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

(d) Limitation of Liability. No defaulting Owner shall have any corporate or personal liability with respect to any of the provisions of this Declaration. In seeking any recovery against

a defaulting Owner, the non-defaulting Owner(s) shall look solely to the interest of the defaulting Owner, and the defaulting Owner's successors and assigns, in the defaulting Owner's property, as the case may be, and the improvements thereon and rent and other income derived therefrom.

13.4 Amendments. This Declaration may be modified or amended only by the recordation in the Public Records of St. Lucie County, Florida or such other appropriate records, of a written instrument setting forth such modifications or amendment and executed by the Association and the Owners of the FP Property, the School Board Property and any subdivisions of the FP Property. There shall be no termination or extinguishment of this Declaration with respect to the FP Property, the School Board Property or any subdivision of the FP Property by reason of the fact that the same persons or entities may own or control both the applicable FP Property, the School Board Property and/or subdivision of the FP Property, and any such termination or extinguishment of this Declaration shall occur only by the recordation in the Public Records of St. Lucie County, Florida executed by the Association and the Owner or Owners of fee simple title to the FP Property, the School Board Property, and all of the Owners of any subdivision of the FP Property.

13.5 Interpretation. This declaration shall be governed by and construed in accordance with the laws of the State of Florida. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the FP Property or the School Board Property to the general public.

13.6 Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Declaration valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of

this Declaration or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable.

13.7 Successors and Assigns. This Declaration and the covenants and restrictions made and established hereunder shall run with the land and shall be binding upon and shall inure to the benefit of the Owners of the FP Property, the School Board Property and any subdivision of the FP Property and their successors-in-title and assigns.

13.8 Exhibits. Exhibit "A" (legal description of FP Property), Exhibit "B" (legal description of School Board Property), Exhibit "C" (Site Plan for Orange Blossom Mall), Exhibit "D" (legal description of Ring Road) and Exhibit "E" (legal description of Storm Water Retention Areas) are hereby incorporated into and made a part of this Declaration by reference thereto.

13.9 Use of Names, Tradenames. FP hereby claims as its sole and exclusive property the names, trademarks, service marks of Orange Blossom Mall, Orange Blossom Town Center, Orange Blossom Center, and/or Fort Pierce Properties, LLC, (hereinafter collectively referred to as the "Names"). Except as provided in this Section 13.9, the Owners' of the School Board Property and any subdivision of the FP Property and their tenants, employees, customers, agents, contractors or licensees shall not use said Names in any manner whatsoever in conjunction with such Owner's tenants, employees, customers, agents, contractors or licensees building unless they have obtained the prior written permission from the Owner of the FP Property. An irrevocable license is hereby granted to the Owners of the School Board Property and any subdivision of the FP Property and their tenants to use such names in advertising and describing the location of their respective businesses within Orange Blossom Mall.

13.10 No Partnership. Nothing herein contained shall in any way create any agency relationship or a partnership between the Owner of the FP Property and the Owner of the School

Board Property or the Owner of any subdivision of the FP Property and no act by the Owner of the School Board or the Owner of any future subdivision of the FP Property nor of any of their tenants, employees, customers, agents, contractors or licensees shall in any way be binding upon or enforceable against the Owner of FP Property, except as expressly set forth herein.

13.11 Notices. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and shall be deemed as having been given upon receipt when mailed by United States Certified Mail (Return Receipt Requested), postage prepaid, or sent by public or private courier service to the other parties hereto at the addresses stated below or at the last change of address given by the party to be notified as hereinafter specified:

FP:

Fort Pierce Properties, LLC
4300 Okeechobee Road
Fort Pierce, Florida 34947
Attention: M. Gerard Chauvin

With copies to:

James L. Crowder, Esquire
Chambliss, Bahner & Stophel, P.C.
1000 Tallan Building
Two Union Square
Chattanooga, Tennessee 37402

School Board:

The School Board of St. Lucie County, Florida
2909 Delaware Avenue
Fort Pierce, Florida 34947

With copies to:

Daniel B. Harrell, Esquire
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950-5194

Any present Owner or future Owner may, at any time, change its address from the above by mailing a notice to the other Owners stating the change and setting forth the new address.

WITNESS:

FORT PIERCE PROPERTIES, LLC,
a Delaware limited liability company

Print Name _____

H. Miller
Print Name H. MILLER

By: _____
Maryann O'Donnell
Managing Member/Authorized Signatory

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 3RD day of AUGUST, 2001 by Maryann O'Donnell, Managing Member/Authorized Signatory, on behalf of Fort Pierce Properties, LLC. ~~She is [ ] personally known to me~~ or [X] has produced CA DRIVER LIC. as identification and did not take an oath.

_____
Print Name: LAURA MORALES
Notary Public: CALIFORNIA
My commission expires: 7-01-05
Serial No. is: 1311747

[NOTARIAL SEAL]

LAURA MORALES
Commission # 1311747
Notary Public - California
Los Angeles County
My Comm. Expires Jul 1, 2005

ATTEST:

William H. Vogel

William H. Vogel, Superintendent
and Ex Officio Secretary

SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

By: Kathryn J. Hensley

Kathryn J. Hensley, Chairman

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 9th day of August, 2001, by Kathryn J. Hensley, Chairman of the School Board of St. Lucie County, Florida, on behalf of the School Board of St. Lucie County, Florida. She is [X] personally known to me or [ ] has produced _____ as identification and did not take an oath.

Daniel B. Harrell
MY COMMISSION # CC803087 EXPIRES
February 16, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

[NOTARIAL SEAL]

Print Name: DANIEL B HARRELL
Notary Public
My commission expires: Feb 16, 2003
Serial No. is: CC803097

CONSENT AND SUBORDINATION

Compass Bank, declaring that it is the lawful owner of the indebtedness secured by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement (Florida) ("Mortgage") dated August 9, 2000, executed by Fort Pierce Properties, LLC, recorded August 23, 2000, in Book 1322, Page 2181, in the Office of the Clerk of Circuit Court of St. Lucie County, Florida, on the property described in Exhibit "A", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby subordinate said Mortgage to the terms and provisions of this Declaration of Covenants, Conditions and Restrictions for the Orange Blossom Mall.

COMPASS BANK

By: _____

Its: Senior Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 8th day of August, 2001, by Michael Halter, Senior Vice Pres of Compass Bank on behalf of Compass Bank. He is [X] personally known to me or [ ] has produced _____ as identification and did not take an oath.

Carolyn L Willis

Print Name: Carolyn L. Willis

Notary Public

My commission expires MY COMMISSION EXPIRES NOVEMBER 2, 2003

Serial No. is: _____

[NOTARIAL SEAL]

ACCEPTANCE OF DEDICATIONS

The ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., a Florida nonprofit corporation, for itself and its successors and assigns, hereby accepts the dedications set forth in this Declaration of Covenants, Conditions and Restrictions for the Orange Blossom Mall.

ATTEST:

Richard Stabile
Print Name: RICHARD STABILE
Title: SECRETARY-TREASURER

ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC.

By: Maryann O'Donnell
Print Name: Maryann O'Donnell
Title: ~~Co-Managing Partner~~ AGS.

STATE OF FLORIDA
COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 4th day of August, 2001, by Maryann O'Donnell, President, on behalf of the Orange Blossom Mall Property Owners' Association, Inc. He/she is [ ] personally known to me or [X] has produced Calif. DL No. B3496852 as identification and did not take an oath.

Daniel B. Harrell
MY COMMISSION # CC803087 EXPIRES
February 16, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

[NOTARIAL SEAL]

Print Name: DANIEL B HARRELL
Notary Public:
My commission expires: Feb. 16, 2003
Serial No. is: CC 803087

BYLAWS OF ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

1.01. Corporate Name. The name of the corporation is ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC. (the Association).

1.02. Office Location. The principal office of the Association shall be located at 4300 Okeechobee Road, Fort Pierce, Florida 34947, but meetings of members and directors may be held at such places within the State of Florida, County of St. Lucie, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

2.01. **"Association"** shall mean and refer to ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., its successors and assigns.

2.02. **"Common Area"** shall mean and refer to all portions of the Orange Blossom Mall dedicated to the Association for the general use, convenience, and benefit of the Owners, as more particularly described in the Declaration.

2.03. **"Declaration"** shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for the Orange Blossom Mall and applicable to the Properties, as recorded in the Public Records in the Office of the Clerk of the Circuit Court, St. Lucie County, Florida.

2.04. **"Member"** shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation and the Declaration.

2.05. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.06. **"Properties"** shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions for the Orange Blossom Mall, and such additions as may be brought within the jurisdiction of the Association.

2.07. **"Unit"** shall mean and refer to each one thousand (1,000) square feet of gross leasable floor space of commercial or office building within the Orange Blossom Mall that is owned by an Owner, including any fraction thereof equal to or exceeding five hundred (500) square feet of such space. For purposes of these Bylaws, the term "gross leasable floor space" shall mean the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls, but excluding public corridors, common restrooms, unenclosed stairs or fire

escapes, elevator structures, cooling towers, areas devoted to building machinery and equipment (such as air conditioning, ventilating or heating), parking structures, and attic and basement space where the floor-to-ceiling height is not more than six (6) feet.

ARTICLE III. MEETINGS OF MEMBERS

3.01. Annual Meeting. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be the same day of the same month of each year thereafter. If the day the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

3.02. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon request of the Members who are entitled to vote one-third (1/3) of all the votes of all the Units.

3.03. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.04. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

3.05. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall cease automatically upon the Member ceasing to be an Owner.

ARTICLE IV. BOARD OF DIRECTORS

4.01. Number. The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

4.02. Term of Office. At the first annual meeting the Members shall elect three (3) Directors to serve until the next such election.

4.03. Removal. Any Director may be removed from the Board, with or without cause, by a two-thirds (2/3) vote of the Members of the Association. In the event of death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

4.04. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for those actual expenses incurred in the performance of his or her duties.

4.05. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V. ELECTION OF DIRECTORS

5.01. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers.

5.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS

6.01. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

6.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

6.03. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01. Powers. The Board of Directors shall have power:

a. To adopt and publish rules and regulations governing the use of the Common Area and facilities.

b. To suspend the voting rights of a Member during any period in which such member is in default in payment of any assessment levied by the Association.

c. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

d. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

e. To employ a manager, an independent contractor, or such employees as they deem necessary, and to prescribe their duties.

7.02. Duties. It shall be the duty of the Board of Directors:

a. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by Members who are entitled to vote one-third (1/3) of all the votes of the Units.

b. To supervise all officers, agents, and employees of the Association and to see that their duties are performed properly.

c. As more fully provided in the Declaration:

(1) To fix the amount of the annual assessments at least thirty (30) days in advance of each annual assessment period.

(2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) To foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date when such lien is available, to bring an action at law against the Owner personally obligated to pay the same, or to exercise against the Owner such other remedies as may be available to the Association for the nonpayment of assessments.

d. To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e. To procure and maintain adequate liability and hazard insurance on any property owned by or dedicated to the Association.

f. To procure and maintain adequate errors and omissions insurance for members of the Board of Directors, officers, employees, and agents of the Association when serving in such capacity and otherwise entitled to indemnification by the Association as provided in the Articles of Incorporation.

g. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

k. To cause the Common Area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

8.01. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be Members of the Board of Directors, a secretary and treasurer, and such other officers as the Board may from time to time by resolution create.

8.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.03. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.04. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the

president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.06. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8.07. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to paragraph 8.04 of this Article.

8.08. Duties. The duties of the officers are as follows:

a. **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall cosign all checks and promissory notes.

b. **Vice President.** The vice president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

c. **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

d. **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES

9.01. Architectural Control Committee. The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration.

9.02. Nominating Committee. The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws.

9.03. Additional Committees. The Board of Directors shall appoint other committees deemed necessary and proper in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

10.01. Inspection of Books and Records. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS

11.01. Payment of Assessments. Each member is obligated to pay to the Association annual and special assessments that are secured in the manner more fully provided in the Declaration. Any assessment that is not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest as provided in the Declaration, and the Association may bring an action at law or equity to recover such assessments, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Area or abandonment of such Owner's property.

ARTICLE XII. CORPORATE SEAL

12.01. Shape and Wording. The Association shall have a seal in circular form having within its circumference, the words: **ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE XIII. AMENDMENTS.

13.01. Amendment to Bylaws. These Bylaws may be amended by the act of Members of the Association. Such amendment may be proposed and adopted at a regular or special meeting of the Members, and amendment of these Bylaws shall require the assent of Members entitled to cast two-thirds (2/3) of all the votes of all the Units.

13.02. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., have hereunto set our hands this 9 day of August, 2001.

Maryann O'Donnell

Maryann O'Donnell

M. Gerard Chauvin

Richard Stabile

Richard Stabile

* * *

I, the undersigned, do hereby certify:

1. THAT I am the duly elected and acting secretary of ORANGE BLOSSOM MALL OWNERS' ASSOCIATION, INC., a Florida corporation; and

2. THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 9th day of August, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9th day of August, 2001.

Richard Stabile

(Corporate Seal)

Richard Stabile
Secretary

IN WITNESS WHEREOF, we. being all of the Directors of ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., have hereunto set our hands this 9th day of Aug, 2001.

Maryann O'Donnell

M. Gerard Chauvin

Richard Stabile

* * *

I, the undersigned, do hereby certify:

1. THAT I am the duly elected and acting secretary of ORANGE BLOSSOM MALL OWNERS' ASSOCIATION, INC., a Florida corporation; and

2. THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2001.

(Corporate Seal)

Richard Stabile
Secretary

ARTICLES OF INCORPORATION FOR ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I. NAME

The name of the corporation is ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), whose principal address is 4300 Okeechobee Road, Fort Pierce, Florida 34947.

ARTICLE II. DURATION

This Association shall exist perpetually commencing on the date of approval and acceptance of these Articles by the Secretary of State of the State of Florida, unless sooner dissolved according to law.

ARTICLE III. PURPOSE

The Association is generally organized for any lawful purpose, not for pecuniary profit, for which corporations may be incorporated under the Florida Not-For-Profit Corporation Act. The specific purpose for which the Association is organized is to provide for the maintenance, preservation, and architectural control of the properties and common areas within that certain commercial and office development in Fort Pierce, St. Lucie County, Florida, known as the ORANGE BLOSSOM MALL.

The Association shall be empowered to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), that is applicable to the property and recorded or to be recorded in the Public Records of the Office of the Clerk of the Court of St. Lucie County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

B. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

C. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose, and subject to such conditions as may be agreed to by the

members. No such dedication or transfer shall be effective unless an instrument has been signed by members owning two-thirds (2/3) of the units agreeing to such dedication or transfer.

E. Have and exercise any and all powers, rights, and privileges that a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV. DIRECTORS

This Association shall be managed by a Board of Directors numbering not less than three (3) nor more than five (5), who need not be members of the Association. Such Directors shall be elected by the members of the Association. Such Directors shall be elected by the members of the Association on the first Monday of every October. The number of Directors may be changed by amendment of the Bylaws of the Association, but shall never be less than three (3). The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Maryann O'Donnell
M. Gerard Chauvin
Richard Stabile

ARTICLE V. OFFICERS

The affairs of the corporation are to be managed by the President, Vice President, Secretary, Treasurer, and such other officers and committees as may be deemed necessary and proper by the Board of Directors. Such officers shall be appointed by the Board of Directors on an annual basis. The names of the persons who shall serve as the officers until the first appointment of officers under these Articles of Incorporation are as follows:

Name	Office
Maryann O'Donnell	President
M. Gerard Chauvin	Vice President
Richard Stabile	Secretary/Treasurer

ARTICLE VI. MEMBERSHIP

The Association shall have members. Every person or entity who is a record owner of a fee or undivided fee interest in any property in the above-described commercial and office development that is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment by the Association. Persons or entities meeting such qualifications shall be automatically admitted to the Association.

ARTICLE VII. VOTING RIGHTS

Members of the Association shall be entitled to one (1) vote for each one thousand (1,000) square feet of gross leasable floor space of commercial or office building owned ("unit"), including any fraction thereof equal to or exceeding five hundred (500) square feet of such space. When more than one (1) person or entity holds an interest in any unit, all such persons or entities shall be members, with the vote for such unit being exercised as they determine; however, in no event shall more than one (1) vote be cast with respect to any unit. As used in these Articles, the term "gross leasable floor space" shall mean the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls, but excluding public corridors, common restrooms, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to building machinery and equipment (such as air conditioning, ventilating or heating), parking structures, and attic and basement space where the floor-to-ceiling height is not more than six (6) feet.

ARTICLE VIII. INDEMNIFICATION OF DIRECTORS

A. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, including any appeal thereof, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful.

B. The Association shall also indemnify any director, officer, employee, or other agent who has been successful on the merits or otherwise in defense of any action, suit, or other proceeding, or in defense of any claim, issue, or matter therein, against all expenses, including attorney's fees, actually and reasonably incurred by him or her in connection therewith, without the necessity of an independent determination that such director, officer, employee, or agent met any appropriate standard of conduct.

C. The indemnification provided for in this Article shall continue as to any person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

D. In addition to the indemnification provided in this Article, the Association shall have power to make other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any resolution or agreement duly adopted by a majority of disinterested directors.

ARTICLE IX. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 1600 S. Federal Highway, Suite 200, Fort Pierce, Florida 34950-5194. The name of the initial registered agent of this corporation at that address is Daniel B. Harrell.

ARTICLE X. BYLAWS

The Bylaws of the Association are to be made, altered, or rescinded by the Directors of the Association.

ARTICLE XI. AMENDMENT TO ARTICLES

These Articles of Incorporation may be amended by the act of members of the Association. Such amendment may be proposed and adopted by the manner provided in the Bylaws of the Association and amendment of these Articles shall require the assent of members owning four-fifths (4/5) of all the units.

ARTICLE XII. SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation are:

William H. Vogel
Superintendent of Schools
2909 Delaware Avenue
Fort Pierce, Florida 34947

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 17th day of July, 2001.

William H. Vogel

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 19th day of July, 2001. 2001. by William H. Vogel. who is X personally known to me. or ☐ who has produced N/A as identification.

[Notary Seal]

OFFICIAL NOTARY SEAL
CHRISTINE L HARRISON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC718023
MY COMMISSION EXP. MAR. 18,2002

Christine L. Harrison
Notary Public, State of Florida

Printed Name: CHRISTINE L HARRISON
My commission expires:

DESIGNATION OF REGISTERED AGENT

Certificate designating place of business or domicile for the service of process within Florida, naming agent upon whom process may be served:

In compliance with Section 48.901, Florida Statutes, the following is submitted:

That ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in St. Lucie County, Florida, has named Daniel B. Harrell as its agent to accept service of process within Florida.

DATED this 19th day of July, 2001.

William H. Vogel

William H. Vogel
Subscriber

ACCEPTANCE

HAVING BEEN named to accept service of process for the above-named corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

DATED this 19th day of July, 2001.

Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950-5194

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, filed on July 23, 2001, as shown by the records of this office.

The document number of this corporation is N01000005177.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of July, 2001



Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

EXHIBIT A

(Legal Description of FP Property)

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; The portion lying in said Section 19 being a part of Lots 1, 2 and 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of said Section 18; Thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension of the northwesterly Right-of-Way line of OKEECHOBEE ROAD (STATE ROAD 70); Thence along said extension South 52°39'19" West for 211.70 feet to the POINT OF BEGINNING of the hereinafter described Parcel; said Point of Beginning being also on northwesterly Right-of-Way line of OKEECHOBEE ROAD; Thence along the Right-of-Way line of said OKEECHOBEE ROAD South 52°39'19" West for 1487.22 feet to its intersection with the south line of said Lot 3; Thence along said south line South 89°11'12" West for 373.10 feet to its intersection with the easterly line of that certain Parcel of Land described in O.R. Book 291 at pages 1331 and 1332 of the Public Records of Saint Lucie County, Florida; Thence along said easterly line for the four following courses: (1) North 47°49'52" West for 113.11 feet (2) North 12°51'36" West for 581.68 feet (3) North 23°55'03" West for 157.05 feet (4) North 12°27'22" West for 1405.41 feet to the terminating Point of said fourth course; Thence North 89°20'14" East for 1017.51 feet to its intersection with the east line of the west half of the southeast quarter of said Section 18; Thence along said east line South 01°05'11" West for 192.68 feet to the northwest corner of the southeast quarter of the southeast quarter of said Section 18; Thence along the north line of said S.E. 1/4 OF S.E. 1/4 of said Section 18 North 89°19'26" East for 1289.67 feet to its intersection with the westerly Right-of-Way line of HARTMAN ROAD; said Right-of-Way being parallel with and 25 feet westerly of the east line of said Section 18; Thence along said Right-of-Way line and along said parallel line South 01°28'11" West for 986.96 feet to its intersection with the northwesterly Right-of-Way line of said OKEECHOBEE ROAD; said Point of Intersection being also a Point on a curve concave to the southeast, having a radius of 1970.08 feet, and to which Point a radial bears North 32°17'34" West; Thence along said Right-of-Way LINE and along the arc on said curve southwesterly through a Central Angle of 05°03'07" for 173.71 feet to a Point of Tangency; said Point of Tangency being also the POINT OF BEGINNING.

Said Parcel containing 3,498,726 square feet or 80.320 acres.

LESS AND EXCEPTING THEREFROM (1) all rights-of-way of record and (2) the following Parcels A through F:

A. School Board Property:

A parcel of land lying in Sections 18 and 19, Township 35 South, Range 40 East, St. Lucie County, Florida; the portion lying in said Section 19 being a part of Lots 2 and 3 of MODEL LAND COMPANY SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, page 63, of the Public Records of St. Lucie County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 18, thence along the East line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the Northeasterly extension line of the Northwesterly right of way line of Okeechobee Road (State Road 70); thence along said extension and along said R/W line South 52°39'19" West for 1042.23 feet; thence North 37°20'41" West for 291.16 feet to the Point of Beginning;
Thence South 52°39'19" West for 653.41 feet; thence North 76°33'50" West for 5.35 feet to a point of curvature of a curve concave to the Northeast and having a radius of 229.00 feet; thence along the arc of said curve, through a central angle of 39°13'09" Northwesterly for 156.75 feet to a point of tangency; thence North 37°20'41" West for 155.55 feet to a point of curvature of a curve concave to the East and having a radius of 139.00 feet; thence along the arc of said curve, through a central angle of 24°29'05" Northerly for 59.40 feet to a point of tangency; thence North 12°51'36" West for 151.85 feet to a point of curvature of a curve concave to the West and having a radius of 436.00 feet; thence along the arc of said curve, through a central angle of 15°05'01" Northerly for 114.78 feet to a point of tangency; thence North 27°56'37" West for 3.71 feet to a point of curvature concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a central angle of 15°29'15" Northerly for 125.42 feet to a point of tangency; thence North 12°27'22" West for 67.47 feet to a point of curvature of a curve concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a central angle of 04°28'35" for 36.25 feet; thence North 52°39'19" East for 492.21 feet; thence South 37°29'41" East for 607.53 feet; thence South 82°20'41" East for 35.36 feet; thence South 37°20'41" East for 193.84 feet to the Point of Beginning.

B. Reserve Parcel No. 1 OR BOOK 1422 PAGE 2972

A Parcel of Land lying in Section 19, Township 35 South, Range 40 East, Saint Lucie County, Florida, being a part of Lot 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension line of the northwesterly Right-of-Way line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension line and along said R/W Line South 52°39'19" West for 1698.92 feet to the Point of Intersection with the south line of said Lot 3; said Point being also the POINT OF BEGINNING: thence along the south line of said Lot 3 South 89°11'12" West for 235.00 feet; thence North 00°48'48" West for 220.67 feet to the Point of Intersection with a curve concave to the Northeast, having a Radius of 265.00 feet and to which Point a Radial Line bears South 25°01'33" West; thence along the Arc of said Curve, through a Central Angle of 11°35'23" Southeasterly for 53.60 feet to a Point of Tangency; thence South 76°33'50" East for 27.97 feet to a Point of Curvature of a curve concave to the southwest and having a Radius of 150.00 feet; thence along the Arc of said Curve, through a Central Angle of 49°14'55" Southeasterly for 128.93 feet to a Point of Reverse curve of a Curve concave to the Northeast and having a Radius of 143.00 feet; thence along the Arc of said curve, through a Central Angle of 10°01'46", Southeasterly for 25.03 feet to a Point of Tangency; thence South 37°20'41" East for 85.00 feet to the Point of Curvature of a Curve concave to the West and having a Radius of 50.00 feet; thence along the Arc of said Curve, through a Central Angle of 23"34'41" Southeasterly for 20.58 feet to its intersection with said northwesterly R/W Line of OKEECHOBEE ROAD; thence along said R/W Line South 52°39'19" West for 14.83 feet to the POINT OF BEGINNING.

Containing 0.848 Acres.

C. Reserve Parcel No. 2:

A Parcel of Land lying in Section 19, Township 35 South, Range 40 East, Saint Lucie County, Florida, being a part of Lots 2 and 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension line of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension line and along said R/W Line South 52°39'19" West for 1191.90 feet to the POINT OF BEGINNING: thence continuing along said R/W Line South 52°39'19" West for 438.75 feet to the Point of Intersection with a Curve concave to the North, having a Radius of 40.00 feet and to which Point a Radial Line bears South 38°10'40" West; thence along the Arc of Said Curve, through a Central Angle of 14°28'39" Northwesterly for 10.11 feet to a Point of Tangency; thence North 37°20'41" West for 95.00 feet to the Point of Curvature of a Curve concave to the east and having a Radius of 95.00 feet; thence along the Arc of said Curve through a Central Angle of 90°00'00" Northwesterly, Northerly and Northeasterly for 149.23 feet to a Point of Tangency; thence North 52°39'19" East for 315.22 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 30.00 feet; thence along the Arc of said Curve through a Central Angle of 90°00'00" Northeasterly, Easterly and Southeasterly for 47.12 feet to a Point of Tangency; thence South 37°20'41" East for 166.00 feet to a Point of Curvature of a Curve concave to the West and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 05°44'21", Southeasterly for 4.01 feet to the POINT OF BEGINNING.
Containing 1.972 Acres.

OR BOOK 1422 PAGE 2973

D. Reserve Parcel No. 3:

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; The portion lying in said Section 19 being a part of Lots 1 and 2 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension line of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension line and along said R/W Line South 52°39'19" West for 363.90 feet to the POINT OF BEGINNING: thence along said R/W Line continuing South 52°39'19" West for 750.51 feet to the Point of Intersection with a Curve concave to the northeast, having a Radius of 50.00 feet and to which Point a Radial Line bears South 21°19'23" West; thence along the Arc of said Curve, through a Central Angle of 31°19'56: Northwesterly for 27.34 feet to a Point of Tangency; thence North 37°20'41" West for 94.99 feet to a Point of Curvature of a Curve concave to the east and having a Radius of 75.00 feet; thence along the Arc of said Curve, through a Central Angle of 95°06'53", Northwesterly, Northerly and Northeasterly for 124.50 feet to a Point of Tangency; thence North 57°46'12" East for 548.27 feet to a Point of Curvature of a Curve concave to the Northwest having a Radius of 200.00 feet; thence along the Arc of said Curve, through a Central Angle of 11°36'22" Northeasterly for 40.51 feet to a Point of Tangency; thence North 46°09'51" East for 62.36 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 25.00 feet; thence along the Arc of said Curve, through a Central Angle of 96°29'28" Northeasterly, Easterly and Southeasterly for 42.10 feet to a Point of Tangency; thence South 37°20'41" East for 125.51 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 05°44'21", Southeasterly for 4.01 feet to the POINT OF BEGINNING.
Containing 2.931 Acres.

OR BOOK 1422 PAGE 2974

E. Reserve Parcel No. 4:

A Parcel of Land lying in Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension line of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension line South 52°39'19" West for 211.70 feet to the POINT OF BEGINNING: thence along said R/W Line South 52°39'19" West for 110.66 feet to the Point of Intersection with a Curve concave to the Northeast, having a Radius of 40.00 feet and to which Point a Radial Line bears South 29°04'38" West; thence along the Arc of said Curve, through a Central Angle of 23°34'41" Northwesterly for 16.46 feet to a Point of Tangency; thence North 37°20'41" West for 119.00 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Northwesterly, Northerly and Northeasterly for 62.83 feet to a Point of Tangency; thence North 52°39'19" East for 207.92 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 175.00 feet; thence along the Arc of said Curve, through a Central Angle of 51°11'08", Northeasterly and Northerly for 156.34 feet to a Point of Tangency; thence North 01°28'11" East for 57.12 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Northeasterly and Easterly for 62.83 feet to a Point of Tangency; thence South 88°31'49" East for 7.00 feet to a Point of Curvature of a Curve concave to the Southwest and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 55°35'19" Southeasterly for 38.81 feet to its intersection with the westerly Right-of-Way Line of HARTMAN ROAD: thence along said R/W Line South 01°28'11" West for 333.61 feet to the Point of Intersection with the northwesterly Right-of-Way Line of said OKEECHOBEE ROAD and with a Curve concave to the Southeast, having a Radius of 1970.08 feet and to which Point a Radial Line bears North 32°17'35" West; thence along the Arc of said Curve and along the northwesterly Right-of-Way Line of said OKEECHOBEE ROAD, through a Central Angle of 05°03'07", Southwesterly for 173.71 feet to the POINT OF BEGINNING. Containing 1.749 Acres.

EXHIBIT B

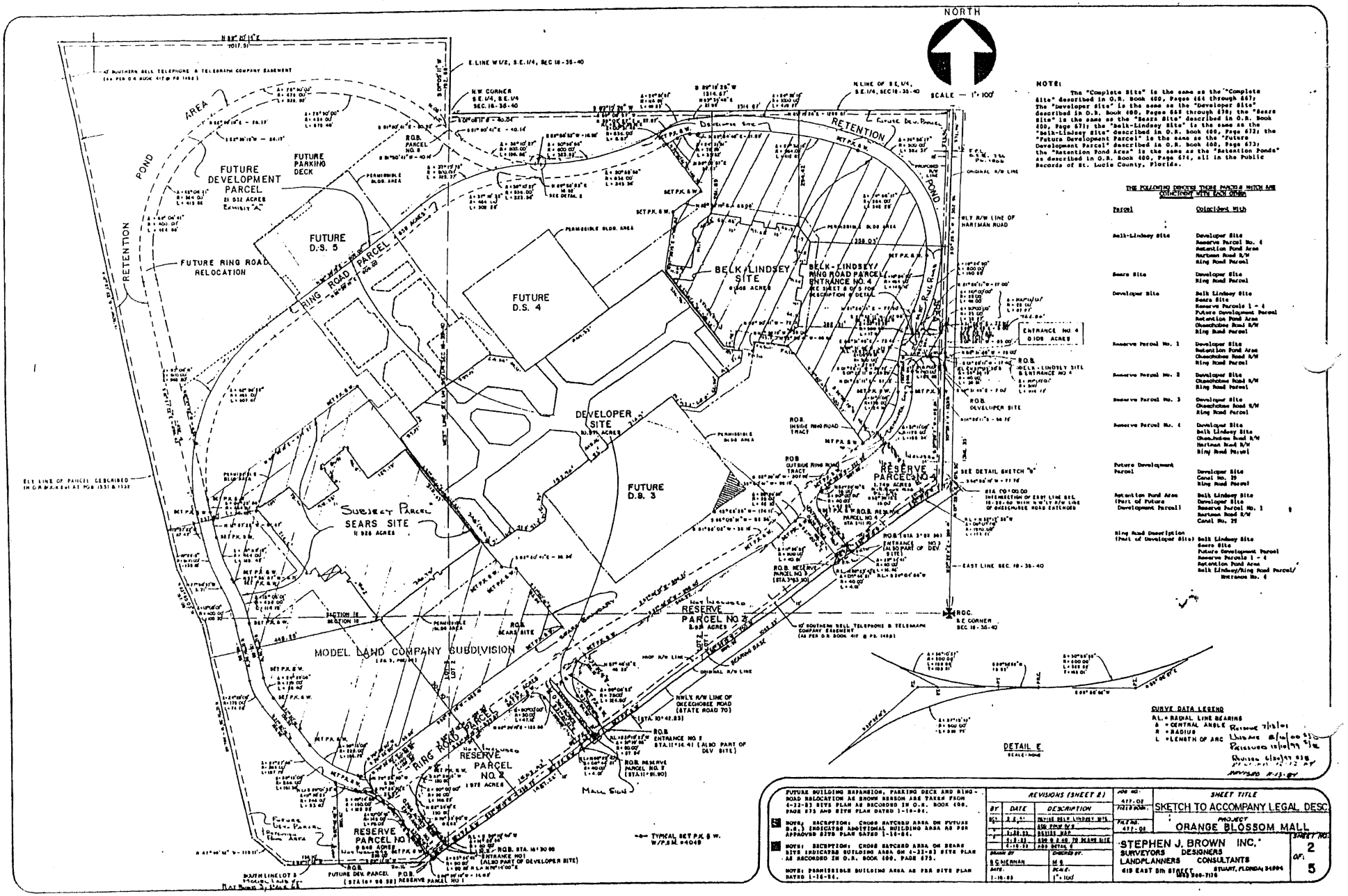
(Legal Description of School Board Property)

A parcel of land lying in Sections 18 and 19, Township 35 South, Range 40 East, St. Lucie County, Florida; the portion lying in said Section 19 being a part of Lots 2 and 3 of MODEL LAND COMPANY SUBDIVISION, according to the Plat thereof as recorded in Plat Book 3, page 63, of the Public Records of St. Lucie County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 18, thence along the East line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the Northeasterly extension line of the Northwesterly right of way line of Okeechobee Road (State Road 70); thence along said extension and along said R/W line South 52°39'19" West for 1042.23 feet; thence North 37°20'41" West for 291.16 feet to the Point of Beginning;
Thence South 52°39'19" West for 653.41 feet; thence North 76°33'50" West for 5.35 feet to a point of curvature of a curve concave to the Northeast and having a radius of 229.00 feet; thence along the arc of said curve, through a central angle of 39°13'09" Northwesterly for 156.75 feet to a point of tangency; thence North 37°20'41" West for 155.55 feet to a point of curvature of a curve concave to the East and having a radius of 139.00 feet; thence along the arc of said curve, through a central angle of 24°29'05" Northerly for 59.40 feet to a point of tangency; thence North 12°51'36" West for 151.85 feet to a point of curvature of a curve concave to the West and having a radius of 436.00 feet; thence along the arc of said curve, through a central angle of 15°05'01" Northerly for 114.78 feet to a point of tangency; thence North 27°56'37" West for 3.71 feet to a point of curvature concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a central angle of 15°29'15" Northerly for 125.42 feet to a point of tangency; thence North 12°27'22" West for 67.47 feet to a point of curvature of a curve concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a central angle of 04°28'35" for 36.25 feet; thence North 52°39'19" East for 492.21 feet; thence South 37°29'41" East for 607.53 feet; thence South 82°20'41" East for 35.36 feet; thence South 37°20'41" East for 193.84 feet to the Point of Beginning.

EXHIBIT C

(Site Plan for Orange Blossom Mall)



C-2

OR BOOK 1422 PAGE 2978

EXHIBIT D

(Legal Description of Ring Road)

Comprised of Entrance Parcel Nos. 1 through 4, together with the Ring Road Parcel, more particularly described as follows:

ENTRANCE NO. 1 PARCEL

A Parcel of Land lying in Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida; being a part of Lot 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida; thence along the east Line of said Section 18, on an assumed bearing North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension and along said R/W Line South 52°39'19" West for 1630.65 feet to the POINT OF BEGINNING; thence along said R/W Line continuing South 52°39'19" West for 53.44 feet to the Point of Intersection with a Curve concave to the Southwest, having a Radius of 50.00 feet and to which Point a Radial Line bears North 76°14'00" East; thence along the Arc of said Curve, through a Central Angle of 23°34'41" Northwesterly for 20.58 feet to a Point of Tangency; thence North 37°20'41" West for 85.00 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 143.00 feet; thence along the Arc of said Curve through a Central Angle of 10°01'46" Northwesterly for 25.03 feet to a Point of Reverse Curve of a Curve concave to the Northeast and having a Radius of 150.00 feet; thence along the Arc of said Curve, through a Central Angle of 49°14'55", Northwesterly for 128.93 feet to a Point of Tangency; thence South 76°33'50" East for 65.65 feet; thence North 52°39'19" East for 130.80 feet to a Point of Curvature of a Curve concave to the east and having a Radius of 95.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Southwesterly, Southerly and Southeasterly for 149.23 feet to a Point of Tangency; thence South 37°20'41" East for 95.00 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 14°28'39" Southeasterly for 10.11 feet to the POINT OF BEGINNING.

Containing 0.266 Acres.

OR BOOK 1422 PAGE 2979

ENTRANCE NO. 2 PARCEL

A Parcel of Land lying in Section 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; being a part of Lot 2 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension and along said R/W Line South 52°39'19" West for 1114.41 feet to the POINT OF BEGINNING; thence along said R/W Line continuing South 52°39'19" West for 77.49 feet to the Point of Intersection with a Curve concave to the Southwest, having a Radius of 40.00 feet and to which Point a Radial Line bears North 58°23'40" East; thence along the Arc of said Curve, through a Central Angle of 05°44'21", Northwesterly for 4.01 feet to a Point of Tangency; thence North 37°20'41" West for 166.00 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 30.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Northwesterly, Westerly and Southwesterly for 47.12 feet to a Point of Tangency; thence North 52°39'19" East for 133.55 feet; thence North 57°46'12" East for 48.33 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 75.00 feet; thence along the Arc of said Curve, through a Central Angle of 95°06'53" Southwesterly, Southerly and Southeasterly for 124.50 feet to a Point of Tangency; thence South 37°20'41" East for 94.99 feet to a Point of Curvature of a Curve concave to the Southwest and having a Radius of 50.00 feet; thence along the Arc of said Curve, through a Central Angle of 31°19'56" Southeasterly for 27.34 feet to the POINT OF BEGINNING.

Containing 0.360 Acres.

ENTRANCE NO. 3 PARCEL

A Parcel of Land lying in Section 18, Township 35 South, Range 40 East, Saint Lucie County, Florida; being more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension of the northwesterly Right-of-Way line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension and along said R/W Line South 52°39'19" West for 322.36 feet to the POINT OF BEGINNING; thence along said R/W Line continuing South 52°39'19" West for 41.54 feet to the Point of Intersection with a curve concave to the Southwest, having a Radius of 40.00 feet and to which Point a Radial Line bears North 58°23'40" East; thence along the Arc of said Curve, through a Central Angle of 05°44'21", Northwesterly for 4.01 feet to a Point of Tangency; thence North 37°20'41" West for 125.51 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 25.00 feet; thence along the Arc of said Curve, through a Central Angle of 96°29'28" Northwesterly, Westerly and Southwesterly for 42.10 feet; thence North 39°50'41" East for 93.15 feet; thence North 52°39'19" East for 15.00 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Southwesterly, Southerly and Southeasterly for 62.83 feet to a Point of Tangency, thence South 37°20'41" East for 119.00 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 40.00 feet; thence along the Arc of said Curve, through a Central Angle of 23°34'41" Southeasterly for 16.46 feet to the POINT OF BEGINNING.

Containing 0.156 Acres.

ENTRANCE #4 PARCEL

A Parcel of Land lying in Section 18, Township 35 South, Range 41 East, Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 679.50 feet' thence North 88°31'49" West for 25.00 feet to the Point of Intersection with the westerly Right-of-Way Line of HARTMAN ROAD; said Point being also the POINT OF BEGINNING; thence along the said R/W Line of said HARTMAN ROAD South 01°28'11" West for 17.40 feet to the point of Intersection with a curve concave to the Southwest, having a Radius of 40.00 feet and to which Point a Radial Line bears North 57°03'30" East; thence along the Arc of said Curve, through a Central Angle of 55°35'19" Northwesterly for 38.81 feet to a Point of Tangency; thence North 88°31'49" West for 47.00 feet; thence North 01°28'11" East for 18.72 feet; thence North 21°28'11" East for 41.80 feet; thence South 88°31'49" East for 35.70 feet to a Point of curvature of a Curve concave to the North and having a Radius of 25.00 feet; thence along the Arc of said Curve, through a Central Angle of 90°00'00" Northeasterly for 39.27 feet to a Point of Tangency; thence South 88°31'49" East for 5.00 feet to its intersection with the westerly R/W Line of said HARTMAN ROAD; thence along said R/W Line South 01°28'11" West for 83.00 feet to the POINT OF BEGINNING.

Containing 0.109 Acres

RING ROAD PARCEL

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; The portion lying in said Section 19 being a part of Lots 1, 2 and 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida, said Parcel of Land being a strip of land having an average width of 36 feet more or less and being that Remnant Portion comprised between the hereinafter described OUTSIDE AND THE INSIDE RING ROAD TRACTS, said Tracts of Land being more particularly described as follows:

OUTSIDE RING ROAD TRACT:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension line of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension line South 52°39'19" West for 77.78 feet; thence North 37°20'41" West for 175.00 feet to the POINT OF BEGINNING of SAID OUTSIDE RING ROAD TRACT; thence South 52°39'19" West for 222.92 feet; thence South 39°50'41" West for 93.15 feet; thence South 46°09'51" West for 62.36 feet to the Point of Curvature of a Curve concave to the Northwest and having a Radius of 200.00 feet; thence along the Arc of said Curve, through a Central Angle of 11°36'22", Southwesterly for 40.51 feet to a Point of Tangency; thence South 57°46'12" West for 596.60 feet; thence South 52°39'19" West for 579.57 feet; thence North 76°33'50" West for 93.63 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 265.00 feet; thence along the Arc of said Curve through a Central Angle of 39°13'09", Northwesterly for 181.39 feet to a Point of Tangency; thence North 37°20'41" West for 155.55 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 175.00 feet; thence along the Arc of said Curve, through a Central Angle of 24°29'05", Northwesterly for 74.78 feet to a Point of Tangency; thence North 12°51'36" West for 151.85 feet to a Point of Curvature of a Curve concave to the Southwest and having a Radius of 400.00 feet; thence along the Arc of said Curve, through a Central Angle of 15°05'01" Northwesterly for 105.30 feet to a Point of Tangency; thence North 27°56'37" West for 3.71 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 500.00 feet; thence along the Arc of said Curve, through a Central Angle of 15°29'15" Northerly for 135.15 feet to a Point of Tangency; thence North 12°27'22" West for 67.47 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 500.00 feet; thence along the Arc of said Curve, through a Central Angle of 65°06'41", Northerly and Northeasterly for 568.20 feet to a Point of Tangency; thence North 52°39'19" East for 505.00 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 500.00 feet;

thence along the Arc of said Curve, through a Central Angle of 37°19'33" Easterly for 325.73 feet to a Point of Reverse Curve of a Curve concave to the North and having a Radius of 600.00 feet; thence along the Arc of said Curve, through a Central Angle of 30°55'55" Easterly for 323.92 feet to a Point of Tangency; thence North 59°02'57" East for 27.97 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 114.99 feet; thence along the Arc of said Curve, through a Central Angle of 24°31'51" Easterly for 49.23 feet to a Point of Tangency; thence North 83°34'48" East for 21.59 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 1000.00 feet; thence along the Arc of said Curve, through a Central Angle of 24°32'16" Easterly for 428.27 feet to a Point of Compound Curve of a Curve concave to the Southwest and having a Radius of 300.00 feet; thence along the Arc of said Curve, through a Central Angle of 74°56'17", Southeasterly for 392.37 feet to a Point of Compound Curve of a Curve concave to the West and having a Radius of 500.00 feet; thence along the Arc of said Curve, through a Central Angle of 18°24'50" Southerly for 160.69 feet to a Point of Tangency; thence South 21°28'11" West for 94.50 feet; thence South 01°28'11" West for 115.84 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 175.00 feet; thence along the Arc of said Curve, through a Central Angle of 51°11'08" Southerly and Southwesterly for 156.34 feet to the POINT OF BEGINNING of said OUTSIDE RING ROAD TRACT. Said OUTSIDE RING ROAD TRACT containing 50.380 Acres,

EXCEPTING THEREFROM:

INSIDE RING ROAD TRACT; more particularly described as follows:

Commencing at the POINT OF BEGINNING of said OUTSIDE RING ROAD TRACT; thence North 37°20'41" West for 36.00 feet to the POINT OF BEGINNING of said INSIDE RING ROAD TRACT; thence South 52°39'19" West for 207.92 feet; thence South 43°25'23" West for 174.11 feet; thence South 51°58'02" West for 33.16 feet; thence South 57°45'12" West for 598.21 feet; thence South 52° 39'19" West for 492.90 feet to the Point of Curvature of a Curve concave to the North and having a Radius of 150.00 feet; thence along the Arc of said Curve, through a Central Angle of 50°46'51", Southwesterly, Westerly and Northwesterly for 132.94 feet to a Point of Tangency; thence North 76°33'50" West for 5.35 feet to a Point of Curvature of a curve concave to the Northeast and having a radius of 229.00 feet; thence along the arc of said curve, through a Central Angle of 39°13'09" Northwesterly for 156.75 feet to a Point of Tangency; thence North 37°20'41" West for 155.55 feet to a Point of Curvature of a curve concave to the East and having a radius of 139.00 feet; thence along the arc of said curve, through a Central Angle of 24°29'05" Northerly for 59.40 feet to a Point of Tangency; thence North 12°51'36" West for 151.85 feet to a Point of Curvature of a curve concave to the West and having a radius of 436.00 feet; thence along the arc of said curve, through a Central Angle of 15°05'01" Northerly for 114.78 feet to a Point of Tangency;

thence North 27°56'37" West for 3.71 feet to a Point of Curvature of a curve concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a Central Angle of 15°29'15" Northerly for 125.42 feet to a Point of Tangency; thence North 12°27'22" West for 67.47 feet to a Point of Curvature of a curve concave to the East and having a radius of 464.00 feet; thence along the arc of said curve, through a Central Angle of 65°06'41", Northerly and Northeasterly for 527.29 feet to a Point of Tangency; thence North 52°39'19" East for 505.00 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 464.00 feet; thence along the Arc of said Curve, through a Central Angle of 37°19'33", Northeasterly for 302.28 feet to a Point of Reverse Curve of a Curve concave to the Southeast and having a Radius of 636.00 feet; thence along the Arc of said Curve, through a Central Angle of 30°55'55", Easterly for 343.36 feet to a Point of Tangency; thence North 59°02'57" East for 27.97 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 78.99 feet; thence along the Arc of said Curve, through a Central Angle of 24°31'51", Easterly for 33.82 feet to a Point of Tangency; thence North 83°34'48" East for 21.59 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 964.00 feet; thence along the Arc of said Curve, through a Central Angle of 24°32'16", Easterly for 412.85 feet to a Point of Compound Curve of a Curve concave to the Southwest and having a Radius of 264.00 feet; thence along the Arc of said Curve, through a Central Angle of 74°56'17", Southeasterly for 345.29 feet to a Point of Compound Curve of a Curve concave to the West and having a Radius of 464.00 feet; thence along the Arc of said Curve, through a Central Angle of 18°24'50", Southerly for 149.12 feet to a Point of Tangency; thence South 21°28'11" West for 47.95 feet to a Point of Curvature of a Curve concave to the East and having a Radius of 300.00 feet; thence along the Arc of said Curve, through a Central Angle of 20°00'00", Southerly for 104.72 feet to a Point of Tangency; thence South 01°28'11" West for 69.29 feet to a Point of Curvature of a Curve concave to the Southwest and having a Radius of 139.00 feet; thence along the Arc of said Curve, through a Central Angle of 51°11'08", Southerly and Southwesterly for 124.18 feet to the POINT OF BEGINNING of said INSIDE RING ROAD TRACT, said INSIDE RING ROAD TRACT Containing 45.722 Acres.

The Acreage of said RING ROAD PARCEL being the difference in Acreage between the said OUTSIDE and said INSIDE RING ROAD TRACTS or 4.658 Acres.

EXHIBIT E

(Legal Description of Storm Water Retention Areas)

A Parcel of Land lying in Sections 18 and 19, Township 35 South, Range 40 East, Saint Lucie County, Florida; The portion lying in said Section 19 being a part of Lot 3 of MODEL LAND COMPANY SUBDIVISION according to the Plat thereof as recorded in Plat Book 3 at page 63 of the Public Records of Saint Lucie County, Florida and being more particularly described as follows:

Commencing at the southeast corner of said Section 18; thence along the east line of said Section 18, on an assumed bearing, North 01°28'11" East for 358.41 feet to its intersection with the northeasterly extension of the northwesterly Right-of-Way Line of OKEECHOBEE ROAD (STATE ROAD 70); thence along said extension South 52°39'19" West for 1698.92 feet to its intersection with the south line of said Lot 3; thence along said south line South 89°11'12" West for 235.00 feet to the POINT OF BEGINNING; thence continuing along said south line of said Lot 3 South 89°11'12" West for 138.10 feet to its intersection with the easterly line of that certain Parcel of Land described in O. R. Book 291 at pages 1331 and 1332 of the Public Records of Saint Lucie County, Florida; thence along said easterly line for the four following courses: (1) North 47°49'52" West for 113.11 feet (2) North 12°51'36" West for 581.68 feet (3) North 23°55'03" West for 157.05 feet (4) North 12°27'22" West for 1405.41 feet to the terminating Point of said fourth course; thence North 89°20'14" East for 1017.51 feet to its intersection with the east line of the west half of the southeast quarter of said Section 18; thence along said east line South 01°05'11" West for 192.68 feet to the northwest corner of the southeast quarter of the southeast quarter of said Section 18 North 89°19'26" East for 1289.67 feet to its intersection with the westerly Right-of-Way Line of HARTMAN ROAD; said Right-of-Way being parallel with and 25 feet westerly of the east line of said Section 18; thence along said Right-of-Way Line and along said parallel line South 01°28'11" West for 552.96 feet; thence North 88°31'49" West for 5.00 feet to a Point of Curvature of a Curve concave to the North and having a Radius of 25.00 feet; thence along the Arc of said Curve, through a Central Angle of 25.00 feet; thence along the Arc of said Curve, through a Central Angle of 200°00'00" Southerly, Southwesterly, Westerly, Northwesterly, and Northerly for 87.27 feet to a Point of Tangency; thence North 21°28'11" East for 17.00 feet to a Point of Curvature of a Curve concave to the West and having a Radius of 500.00 feet;

thence along the Arc of said Curve, through a Central Angle or 18°24'50" Northerly for 160.69 feet to a Point of Compound Curve of a Curve concave to the Southwest and having a Radius of 300.00 feet; thence along the Arc of said Curve, through a Central Angle of 74°56'17", Northwesterly for 392.37 feet to a Point of Compound Curve of a Curve concave to the South and having a Radius of 1,000.00 feet; thence along the Arc of said Curve, through a Central Angle of 24°32'16" Westerly for 428.27 feet to a Point of Tangency; thence South 83°34'48" West for 21.59 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 114.99 feet; thence along the Arc of said Curve, through a Central Angle of 24°31'51" for 49.23 feet to a Point of Tangency; thence South 59°02'57" West for 27.97 feet to a Point of Curvature of a Curve concave to the North and having a Radius of 600.00 feet; thence along the Arc of said Curve, through a Central Angle of 30°55'55", Westerly for 323.92 feet to Point of Tangency; thence South 89°58'52" West for 16.92 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 300.00 feet; thence along the Arc of said curve, through a Central Angle of 38°10'27", Northwesterly for 199.88 feet to a Point of Tangency; thence North 51°50'41" West for 91.06 feet to a Point of Curvature of a Curve concave to the South and having a Radius of 475.00 feet; thence along the Arc of said curve, through a Central Angle of 75°30'00" Northwesterly, Westerly, and Southwesterly for 625.92 feet to a Point of Tangency; thence South 52°39'19" West for 28.17 feet to a Point of Curvature of a Curve concave to the Southeast and having a Radius of 400.00 feet; thence along the Arc of said curve through a Central Angle of 65°06'41" Southwesterly and Southerly for 454.56 feet to a Point of Tangency; thence South 12°27'22" East for 699.63 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 500.00 feet; thence along the Arc of said Curve, through a Central Angle of 15°29'15" Southerly for 135.15 feet to a Point of Tangency; thence South 27°56'37" East for 3.71 feet to a Point of Curvature of a Curve concave to the Southwest and having a Radius of 400.00 feet; thence along the Arc of said Curve, through a Central Angle of 15°05'01" for 105.30 feet to a Point of Tangency; thence South 12°51'36" East for 151.85 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 175.00 feet; thence along the Arc of said Curve, through a Central Angle of 24°29'05", Southeasterly for 74.78 feet to a Point of Tangency; thence South 37°20'41" East for 155.55 feet to a Point of Curvature of a Curve concave to the Northeast and having a Radius of 265.00 feet; thence along the Arc of said Curve through a Central Angle of 27°37'46", Southeasterly for 127.79 feet; thence South 00°48'48" East for 220.67 feet to the POINT OF BEGINNING.

Containing 11.966 Acres.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ORANGE BLOSSOM MALL

This Amendment to Declaration of Covenants, Conditions and Restrictions for the Orange Blossom Mall (the "Amendment") is made this _____ day of _____, 2008 by Orange Blossom Investment, L.L.C., a Florida limited liability company ("OBI"), whose address is 4300 Okeechobee Road, Fort Pierce, Florida 34947, and the School Board of St. Lucie County, a Florida district school board as provided in Article IX, Section 4 of the Florida Constitution ("School Board"), whose address is 2909 Delaware Avenue, Fort Pierce, Florida 34947, and the Orange Blossom Mall Property Owners' Association, Inc., a Florida nonprofit corporation (the "POA"), whose address is 4800 N. Federal Highway Suite B205, Boca Raton, Florida 33431. OBI and School Board are hereinafter collectively referred to as the "Owners".

BACKGROUND

OBI and School Board each own a parcel of land which is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Orange Blossom Mall dated August 9, 2001 and recorded in Official Records Book 1422, Page 2932 of the Public Records of St. Lucie County, Florida (the "Declaration"). The Owners wish to modify the Declaration to provide for (i) modification of the Common Areas (as defined in the Declaration), and (ii) additional permitted uses of the property encumbered thereby (the "Property") as more particularly set forth herein. The POA joins in the execution of this Amendment as required by the Declaration which can only be modified or amended by written instrument recorded in the public records of St. Lucie County, Florida, signed by the Owners and the POA.

AMENDMENT

Now, therefore, the Owners and the POA hereby declare that the Declaration is modified and amended as follow:

1. Paragraph 4 of the Declaration is hereby modified to permit the Property to be used as a Pool Hall and a Country Western Club which may offer live or recorded music for dancing by their customers, and may serve alcoholic beverages for on-site consumption. The use is subject to the following restrictions: security is furnished by such establishments, at their sole cost and expense, from 5PM until closing, and provided further that such uses do not result in any material or continuous noise emission from within the premises which is audible outside of the premises prior to 5PM. These permitted uses shall be subject to all required governmental approvals by the City of Fort Pierce and any other governmental authority having jurisdiction therefor.

2. The following is added as a new Section 13.12:

> 13.12 Modification of Common Area. Each Owner shall be permitted (i) to modify the Common Area within its portion of the Property from time to time, (ii) to make a portion of such Common Area available to a tenant, as part of its leased

premises, and (iii) to exclude others from access to, over, across, in or upon such Common Area, as each Owner shall deem necessary or reasonable, provided such modification or exclusion shall not unreasonably and materially interfere with rights of the other Owner. Portions of Common Area so taken for individual use or excluded for general use pursuant to this provision shall not be the responsibility of the POA while reserved for individual use or excluded for general use, and the Owner responsible for such modification shall be responsible for all maintenance obligations relating thereto.

3. Ratification/Amendment Controls. Except as expressly modified by this Amendment, the Declaration shall remain in full force and effect. The provisions of this Amendment shall supersede any inconsistent provisions in the Declaration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Witnesses:

_____
Print Name: _____

_____
Print Name: _____

Orange Blossom Investment, L.L.C.,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, the _____ of Orange Blossom Investment, L.L.C., on behalf of the company. He/she is [ ] personally known to me or [ ] has produced a driver's license as identification.

(Notary Seal)

_____
Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

Excellence in Education
The School Board of St. Lucie County
4204 Okeechobee Road
Fort Pierce, Florida 34947 • (772) 429-3600

Board Members
Carol A. Hilson, Chairman
Dr. Judi Miller, Vice Chairman
Dr. John Carvelli
Kathryn Hensley
Troy Ingersoll
Superintendent
Michael J. Lannon

April 21, 2008

Harry Zuker
ComNet Realty, Inc.
4142 Okeechobee Road
Fort Pierce, FL 34947

RE: Orange Blossom Business Center- Proposed Pool Hall

Dear Mr. Zuker:

The purpose of this letter is to follow up on the discussion that Marty Sanders of our office had with your regarding the proposed pool hall. We would like to remind you that the Declaration of Covenants, Conditions and Restrictions for the Orange Blossom Mall dated August 9, 2001 have specific use restrictions. One of the uses specifically addressed is a facility such as a bowling alley, or establishment, except restaurants or hotels which sells alcoholic beverages for on-premises consumptions deriving less than fifty percent of its gross revenues from the sale of alcoholic beverages.

For your convenience article 4, use restrictions states:

4 Use Restrictions. The FP Property, the School Board Property, and any future subdivision of the FP Property shall not be used or operated for or as any of the following uses without the prior written consent of the Owners of the FP Property and the School Board Property, which consent may be granted or withheld in the absolute discretion of the Owners of the FP Property and the School Board Property:

(i) for any unlawful purpose or in any way which would constitute a legal nuisance to an Owner or the tenants of the FP Property, the School Board Property, and any future subdivision of the FP Property;

(ii) as a bowling alley, or establishment which sells alcoholic beverages for on-premises consumption other than a restaurant or hotel/motel deriving less than fifty percent (50%) of its gross revenues from the sale of alcoholic beverages;

We would appreciate your review of the Declaration of Covenants, Conditions and Restrictions and verify that the proposed use would not violate the restrictions.

If you have any questions, please feel free to call me or Marty Sanders at 429-3600.

Sincerely,

Michael J. Lannon, Superintendent

MJL/mes
cc: Dan Harrell
Marty Sanders
School Board Members

St. Lucie County Public Schools

Excellence in Education

The School Board of St. Lucie County

4204 Okeechobee Road
Fort Pierce, Florida 34947 • (772) 429-3600

Board Members
Carol A. Hilson, Chairman
Dr. Judi Miller, Vice Chairman
Dr. John Carvelli
Kathryn Hensley
Troy Ingersoll

Superintendent
Michael J. Lannon

April 21, 2008

Peter Buchwald, Zoning Administrator
City of Fort Pierce
100 North US One
Post Office Box 1480

RE: Toussaint L'Ouverture International Charter School proximity to Pool Hall

Dear Mr. Buchwald:

The purpose of this letter make you and the City Commission aware of the statute regarding separation of schools on and real properties that provide on-premises consumption of alcoholic beverages. FS 562.45 (2) (a) states:

> (2)(a) Nothing contained in the Beverage Law shall be construed to affect or impair the power or right of any county or incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations therefore, of any licensee under the Beverage Law within the county or corporate limits of such municipality. However, except for premises licensed on or before July 1, 1999, and except for locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in s. 125.66(4), for counties, and s. 166.041(3)(c), for municipalities.

The School District believes that when it comes to protection of children, in particularly regarding schools being separated from locations that provide on-premises consumption of alcoholic beverages, that the City should take the protection of children into consideration and not allow the two uses on the same parcel. It is preferable that parcels should be separated by at least the recommended 500 feet in the statute.

If you have any questions, please feel free to call me or Marty Sanders at 429-3600.

Sincerely,

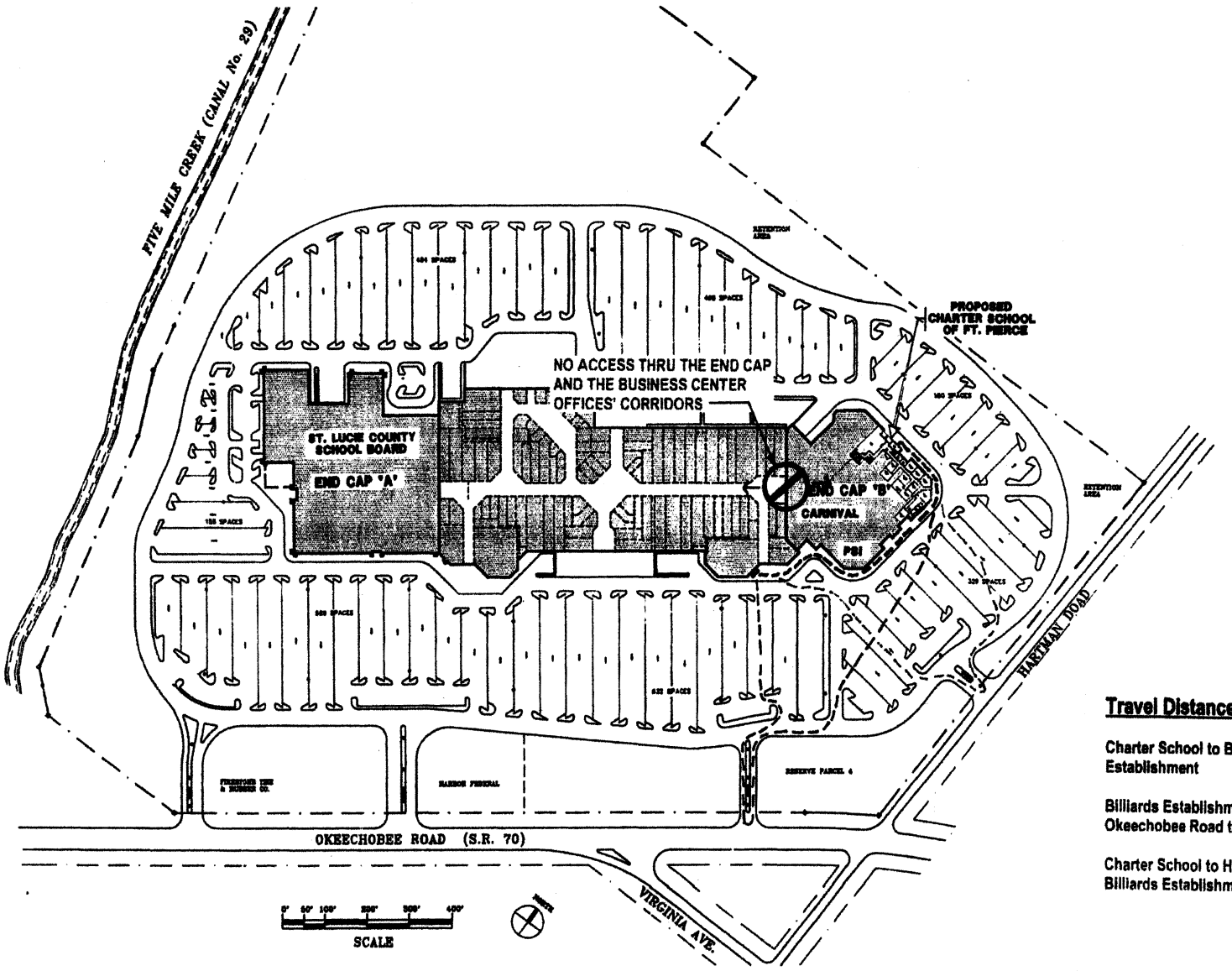
Michael J. Lannon, Superintendent

School to Billiard 748 ft.
Billiards to Okee to School 1742 ft.
School to Hartman to Billiards 1266 ft

MJL/mes
cc: Dan Harrell
Marty Sanders
School Board Members

FLORIDA DEPARTMENT OF EDUCATION SEAL OF BEST FINANCIAL MANAGEMENT PRACTICES

ACCREDITED SYSTEM-WIDE BY THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS
The School Board of St. Lucie County is an Equal Opportunity Agency



Travel Distance:

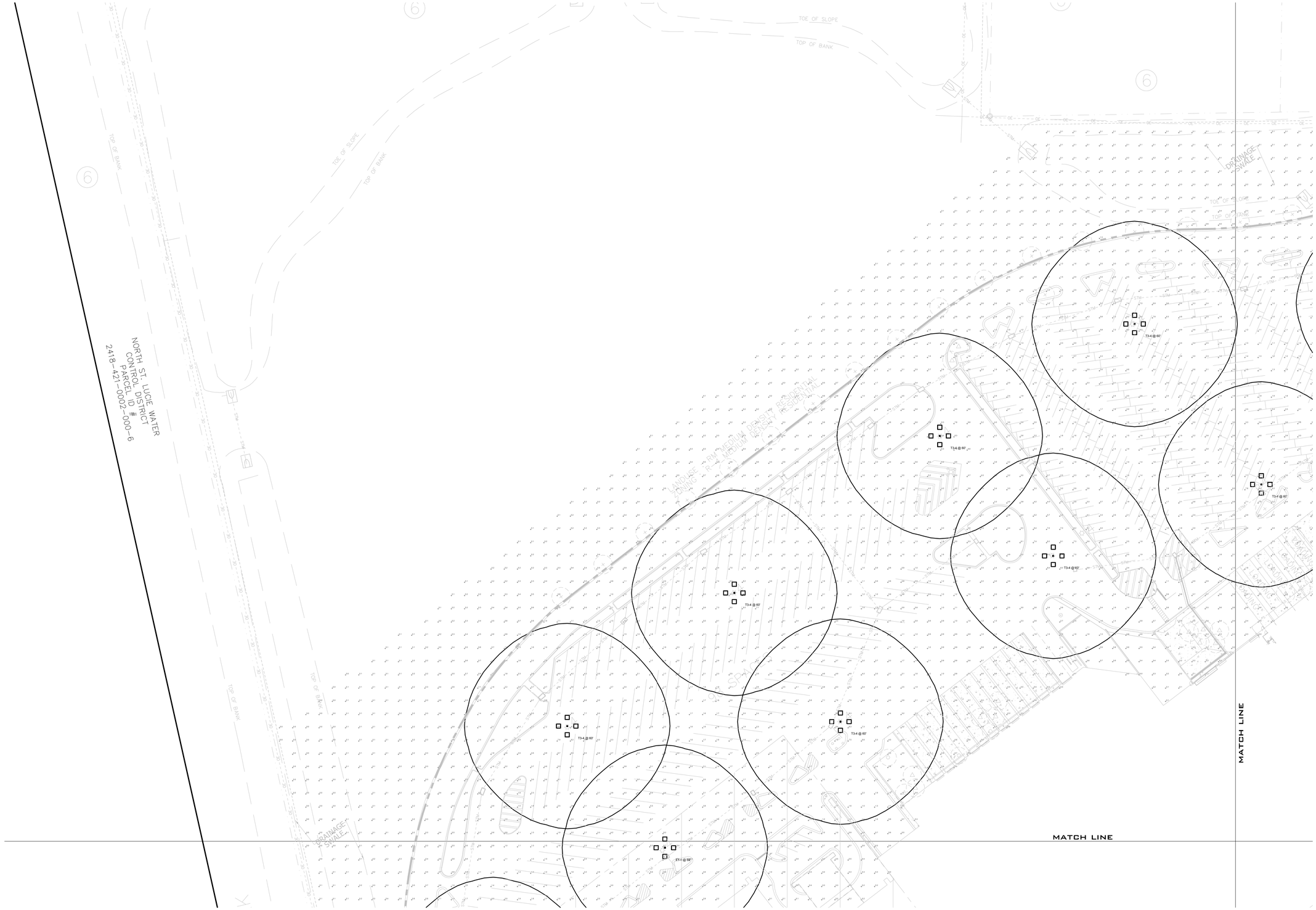
Charter School to Billiards Establishment	748 Ft
Billiards Establishment to Okeechobee Road to Charter School	1,742 Ft
Charter School to Hartman Road to Billiards Establishment	1,266 Ft

EXISTING SITE AND LEASE PLAN

OWNER:
ORANGE BLOSSOM INVESTMENT LLC

LEASING AND MANAGEMENT BY:
COMNET MANAGEMENT, INC.

ORANGE BLOSSOM BUSINESS CENTER



PARITAL SITE PHOTOMETRIC PLAN

SCALE: 1" = 50'

0 25' 50' 100' 150'

SCALE 1" = 50'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DAVID E. ALLEY, PE ON THE DATE ADJACENT TO THE SEAL USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REV#	DATE	REVISION

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Consulting Engineers
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FL 32935
TEL. 321.253.1221
WWW.CEGENGINEERING.COM
C.O.A. #0008097

ELEVEN 18 ARCHITECTURE
A WOMEN'S BUSINESS ENTERPRISE
License: AA26001884
424 E. Central Blvd. #542
Orlando, FL 32801
www.eleven18architecture.com
Mark Adams: 407.756.2119
Kim Day: 407.416.9960
Neke White: 407.416.9965

RENAISSANCE BUSINESS PARK
SITE PHOTOMETRICS
4146 OKEECHOBEE RD, FORT PIERCE, FL 34947

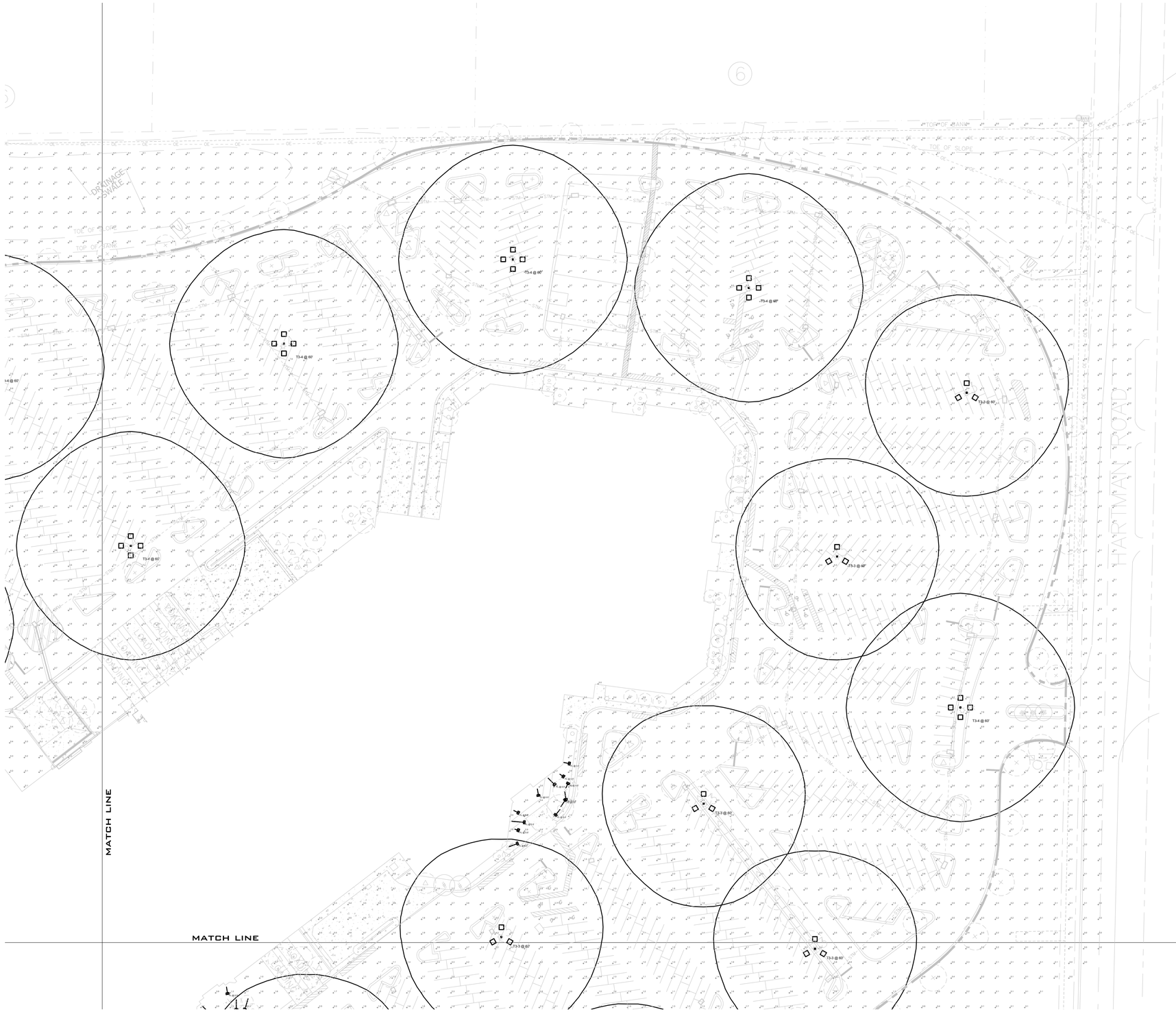
DRAWING TITLE
PARTIAL SITE PHOTOMETRIC PLAN

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ENGINEER OF RECORD

DAVID E. ALLEY, PE
FL PE #55008

DATE	12-29-21
SCALE	AS NOTED
PROJ. NO. :	210286
DESIGNED BY:	DAP
DRAWN BY:	DAP
CHECKED BY:	DEA
DRAWING NO.	EP1.1



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SCALE: 1" = 50'

0 25' 50' 100' 150'

SCALE 1" = 50'

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Kim Day: 407.416.9960
Neke White: 407.416.9965

RENAISSANCE BUSINESS PARK SITE PHOTOMETRICS

4146 OKEECHOBEE RD, FORT PIERCE, FL 34947

DRAWING TITLE

PARTIAL SITE PHOTOMETRIC PLAN

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ENGINEER OF RECORD

DAVID E. ALLEY, PE
FL PE #55008

DATE	12-29-21
SCALE	AS NOTED
PROJ. NO. :	210286
DESIGNED BY:	DAP
DRAWN BY:	DAP
CHECKED BY:	DEA
DRAWING NO.	EP1.2



PARITAL SITE PHOTOMETRIC PLAN

SCALE: 1" = 50'

0 25' 50' 100' 150'

SCALE 1" = 50'

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WWW.CEGENGINEERING.COM
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www.downtownorlandoarchitects.com
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RENAISSANCE BUSINESS PARK
SITE PHOTOMETRICS
4146 OKEECHOBEE RD, FORT PIERCE, FL 34947

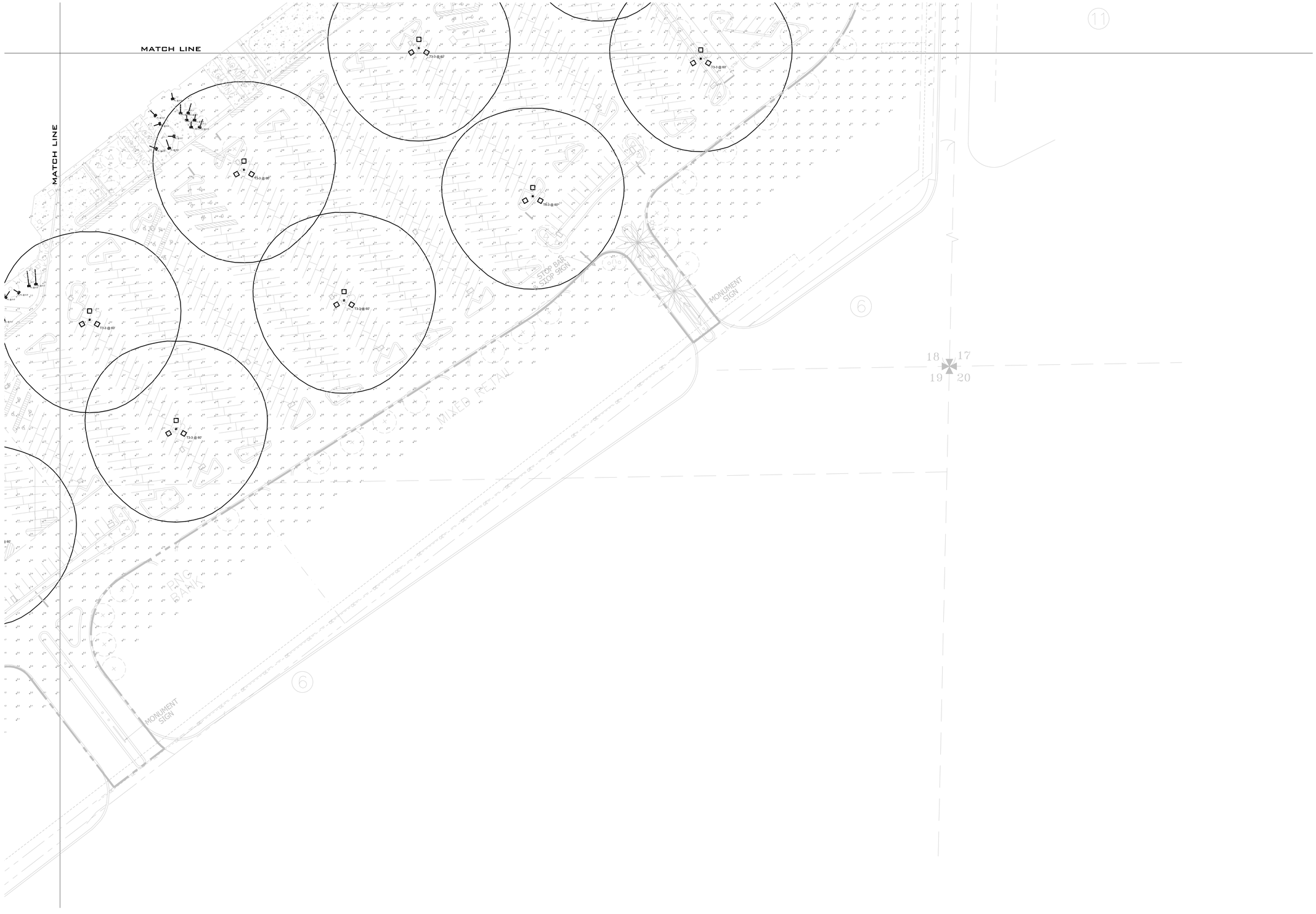
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ENGINEER OF RECORD

DAVID E. ALLEY, PE
FL PE #55008

DATE	12-29-21
SCALE	AS NOTED
PROJ. NO. :	210286
DESIGNED BY:	DAP
DRAWN BY:	DAP
CHECKED BY:	DEA
DRAWING NO.	EP1.3



PARITAL SITE PHOTOMETRIC PLAN

SCALE: 1" = 50'

0 25' 50' 100' 150'

SCALE 1" = 50'

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TEL. 321.253.1221
WWW.CEGENGINEERING.COM
C.O.A. #0028097

RENAISSANCE BUSINESS PARK SITE PHOTOMETRICS

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PARTIAL SITE PHOTOMETRIC PLAN

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FL PE #55008

DATE	12-29-21
SCALE	AS NOTED
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DRAWN BY:	DAP
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DRAWING NO.	EP1.4

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www.eleven18architecture.com
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Kim Day: 407-416-9960
Neke White: 407-416-9965

LEDMPALPRO50 50 Watt, Premium Multi-Purpose LED Area Luminaire

K&M Electric Supply, Inc. ...The Distributor of Choice

Project:	
Type:	
Catalog #:	



STANDARD

The LEDMPALPRO series is a group of premium architectural LED area luminaires designed to illuminate parking areas, pathways, building facades, loading docks, and a wide variety of other large, general site lighting applications. Multiple mounting options make the LEDMPALPRO a versatile luminaire for flood lighting, pole-, ground- and wall-mounted area lighting, and other outdoor lighting requirements.

FEATURES

- *Available in 3000k (warm white), 4000k (neutral white) and 5000k (cool white) color temperatures.*
- *Long-life LEDs provide 230,000 hours of operation with at least 70% of initial lumen output (L_{70}).[4]*
- *LEDMPALPRO50 provides 5,717 lumens (117 lumens per watt, LPW) at 3000k; 5,778 lumens (118 LPW) at 4000k; and 5,793 lumens (118 LPW) at 5000k.[1]*
- *Standard optic provides an IES roadway type V distribution, or a 7V (vertical) x 7H (horizontal) NEMA floodlight distribution.*
- *Universal 120-277 AC voltage (50-60Hz) is standard.*
- *Power factor > 0.90.*
- *Total harmonic distortion < 20%.*
- *Color rendering index > 80.*
- *Optional glare shields (full & half) & wire guards are available.*
- *Die cast aluminum housing with durable, dark bronze powder coat finish—at least 2 mils thick on all surfaces—and a heat-resistant polycarbonate lens.*
- *Wireway enclosure is sealed with a water-tight, silicon rubber gasket.*
- *Effective projected areas (EPA's) are:*
  - *Front = 0.15 s.f. (knuckle) / 0.13 s.f. (yoke)*
  - *Side = 0.18 s.f. (knuckle) / 0.13 s.f. (yoke)*
  - *Face = 0.73 s.f. (knuckle) / 0.57 s.f. (yoke)*
- *Easy installation in new construction or retrofit applications.*

[1] *Contact factory for other color temperatures and lumen packages.*
[4] *L_{70} hours are IES TM-21-11 calculated hours.*

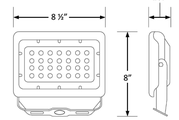
WARRANTY & LISTINGS

- *cULus listed for wet locations in ambient temperatures from -20°C to 45°C (-4°F to 113°F).*
- *IP66 rated for ingress protection.*
- *DLC premium approved.*
- *Rated for 3G vibration.*
- *Lens is IK 8 rated for protection from external impacts.*
- *Salt fog tested for 1,000 hours (ASTM B117). After salt fog testing, paint rated at 9 per ASTM D1654-05 scratch test.*
- *Complies with FCC Part 15, class B.*
- *Complies with ENR1000-4-5, surge immunity protection (2kV).*
- *5-year warranty of all electronics and housing.*

MOUNTING OPTIONS

- *Aluminum die-cast knuckle-mount option is installed on a junction box. Includes ¾" NPS stem with locking nut.*
- *Yoke-mount option provides secure attachment to flat surfaces.*

DIMENSIONS



Weight: 3.6 lbs. (knuckle & yoke)

ORDERING INFORMATION

Example: LEDMPALPRO50-K-3K + LEDMPALPRO50-FGS + LEDMPALPRO50-WG

Model	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Mounting Options	Color Temperature	Shields & Wire Guards (See Line Drawings)
LEDMPALPRO50	5,717	49	117	K = Knuckle Mount	3K = 3000k	LEDMPALPRO50-FGS = Full Glare Shield, 50W
	5,778		118	Y = Yoke Mount	4K = 4000k	LEDMPALPRO50-HGS = Half Glare Shield, 50W
	5,793		118		5K = 5000k	LEDMPALPRO50-WG = Wire Guard, 50W

HUDSON LED TECHNOLOGY / HUDSON, OH USA / 800.614.1925 / INFO@HUDSONLED.COM

LEDMPALPRO50 50 Watt, Premium Multi-Purpose LED Area Luminaire

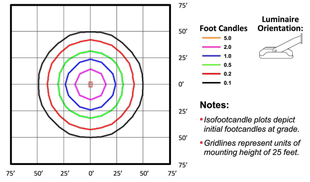
ELECTRICAL DATA

Model	Color Temperature	CRI [1]	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Input Voltage[2]	Input Current (A) 120V	240V	277V	Power Factor	THD [3]	L_{70} Hours [4]
LEDMPALPRO50-3K	3000k	> 80	5,717	49	117	120-277	0.41	0.20	0.18	> 90%	< 20%	230,000
LEDMPALPRO50-4K	4000k	> 80	5,778	49	118	120-277	0.41	0.20	0.18	> 90%	< 20%	230,000
LEDMPALPRO50-5K	5000k	> 80	5,793	49	118	120-277	0.41	0.20	0.18	> 90%	< 20%	230,000

[1] Color rendering index.
[2] All 50-60Hz.
[3] Total harmonic distortion.
[4] L_{70} refers to the number of hours at which lumen output declines to 70% of the initial level. L_{70} hours are IES TM-21-11 calculated hours.

PHOTOMETRIC DATA

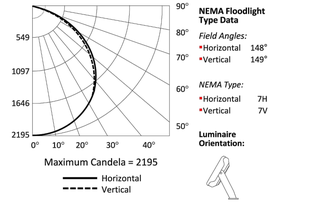
LEDMPALPRO50-3K (5,717 Lumens, Type V Distribution)



Notes:
- *Isofootcandle plots depict initial footcandles at grade.*
- *Gridlines represent units of mounting height of 25 feet.*

BUG Rating: B2-U0-G0

Zone		Lumens	%
FL	- Front - Low (0-30)	856	15%
FM	- Front - Medium (30-60)	1,606	28%
FH	- Front - High (60-80)	412	7%
FVH	- Front - Very High (80-90)	9	0%
Total Forward Light		**2,883**	**50%**
BL	- Back - Low (0-30)	852	15%
BM	- Back - Medium (30-60)	1,592	28%
BH	- Back - High (60-80)	383	7%
BVH	- Back - Very High (80-90)	7	0%
Total Back Light		**2,834**	**50%**
UL	- Up Light - Low (90-100)	0	0%
UH	- Up Light - High (100-180)	0	0%
Total Up Light		**0**	**0%**
Total Lumens		**5,717**	**100%**



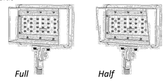
NEMA Floodlight Type Data

Field Angles:
- Horizontal 148°
- Vertical 149°

NEMA Type:
- Horizontal 7H
- Vertical 7V

Luminaire Orientation:

Shields



Full *Half*

Wire Guards



K&M Electric Supply, Inc. ...The Distributor of Choice

HUDSON LED TECHNOLOGY / HUDSON, OH USA / 800.614.1925 / INFO@HUDSONLED.COM

TYPICAL TYPE FL FIXTURE

SBLPRO Multi-Purpose LED Area Light - 40,000 Lumens

STARBRIGHT LIGHTING USA

Project:	
Type:	
Catalog #:	



STANDARD

The SBLPRO series is a group of architectural LED area luminaires designed to illuminate parking areas, pathways, building facades, loading docks, and a variety of other general site lighting applications. Multiple mounting options make the SBLPRO a versatile luminaire for flood lighting, pole-, ground-, and wall-mounted area lighting, and other outdoor lighting requirements.

FEATURES

- *Available in 4000k (neutral white) and 5000k (cool white) color temperatures.**
- *Long-life LEDs provide 142,000 hours of operation with at least 70% of initial lumen output (L_{70}).[2]*
- *Delivers from 39,326 lumens (135 lumens per watt, LPW) to 40,843 lumens (136 LPW).**
- *Standard optic provides an IES roadway type III distribution, or a 7H (horizontal) x 7V (vertical) NEMA floodlight distribution.*
- *Models operating at both 120-277 & 347-480 AC voltage (50-60Hz) are available.*
- *0-10vdc dimming drivers are standard.*
- *Power factor > 0.90.*
- *Total harmonic distortion < 20%.*
- *Color rendering index > 80.*
- *Die cast aluminum housing with durable, dark bronze powder coat finish, and a heat-resistant polycarbonate lens.*
- *Wireway enclosure is sealed with a water-tight, silicon rubber gasket.*
- *Threaded receptacle (½" NPS) for photocell. Optional arms provide additional photocell mounting options.*
- *Easy installation in new construction or retrofit applications.*

* *Contact factory for other color temperatures and lumen packages.*
[2] *L_{70} hours are IES TM-21-11 calculated hours.*

WARRANTY & LISTINGS

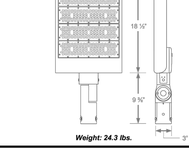
- *cULus listed for wet locations in ambient temperatures from -40°C to 40°C (-40°F to 104°F).*
- *IP65 rated.*
- *DLC premium approved.*
- *Complies with RoHS (Restriction on Hazardous Substances) requirements.*
- *Complies with FCC Part 15, class B.*
- *Complies with IEEE C.62.41-1991, input transient protection (2kV).*
- *5-year warranty of all electronics and housing.*

MOUNTING OPTIONS

- *Slip-fitter mount is standard. Provides attachment to poles (2 ⅜" O.D. tenon).*
- *Optional trunnion and steel arm mounts provide secure attachment to flat surfaces, or use the adaptor for round poles.*



DIMENSIONS



Weight: 24.3 lbs.

ORDERING INFORMATION

Example: SBLPRO-40-4K-UNV-SF-T3
Multi-purpose area luminaire, 40,000 nominal lumens, 4000k, 120-277V, slip-fitter mount, type III distribution + trunnion mount

Model	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Color Temperature	Input Voltage	Options (Order Separately)
SBLPRO-40-4K-UNV-SF-T3	39,326	291	135	4K = 4000k	120-277	SBLPRO-T-300 = Trunnion mount – 40K model
SBLPRO-40-5K-UNV-SF-T3	40,522	291	139	5K = 5000k	120-277	SBLPRO-A-100/300 = Arm mount – all models
SBLPRO-40-4K-UNC-SF-T3	39,597	301	132	4K = 4000k	347-480	LEDMP PA-80/300 = Round Pole Adaptor (compatible with 4-6" poles)
SBLPRO-40-5K-UNC-SF-T3	40,843	301	136	5K = 5000k	347-480	

HUDSON LED TECHNOLOGY / HUDSON, OH USA / 800.614.1925 / INFO@HUDSONLED.COM

TYPICAL POLE MOUNTED FIXTURE

SBLPRO-40-5K-UNC-SF-T3 Multi-Purpose LED Area Light

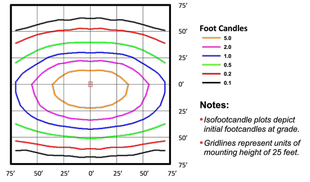
ELECTRICAL DATA

Model	Color Temperature	CRI [1]	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Input Voltage[2]	Input Current (A) 120V	240V	277V	Power Factor	THD [3]	L_{70} Hours [4]
SBLPRO-40-4K-UNV-SF-T3	4K = 4000k	> 80	39,326	291	135	120-277	2.43	1.21	1.05	> 90%	< 20%	142,000
SBLPRO-40-5K-UNV-SF-T3	5K = 5000k	> 80	40,522	291	139	120-277	2.43	1.21	1.05	> 90%	< 20%	142,000
							347V	480V				
SBLPRO-40-4K-UNC-SF-T3	4K = 4000k	> 80	39,597	301	132	347-480	0.87	0.63		> 90%	< 20%	142,000
SBLPRO-40-5K-UNC-SF-T3	5K = 5000k	> 80	40,843	301	136	347-480	0.87	0.63		> 90%	< 20%	142,000

[1] Color rendering index.
[2] All 50-60Hz.
[3] Total harmonic distortion.
[4] L_{70} refers to the number of hours at which lumen output declines to 70% of the initial level. L_{70} hours are IES TM-21-11 calculated hours.

PHOTOMETRIC DATA

SBLPRO-40-4K-UNV-SF-T3 (39,326 Lumens)



Notes:
- *Isofootcandle plots depict initial footcandles at grade.*
- *Gridlines represent units of mounting height of 25 feet.*

BUG Rating: B4-U0-G5

Zone		Lumens	%
FL	- Front - Low (0-30)	4,107	10%
FM	- Front - Medium (30-60)	12,073	31%
FH	- Front - High (60-80)	7,765	20%
FVH	- Front - Very High (80-90)	757	2%
Total Forward Light		24,702	63%
BL	- Back - Low (0-30)	2,960	8%
BM	- Back - Medium (30-60)	6,969	18%
BH	- Back - High (60-80)	4,441	11%
BVH	- Back - Very High (80-90)	255	1%
Total Back Light		14,624	37%
UL	- Up Light - Low (90-100)	0	0%
UH	- Up Light - High (100-180)	0	0%
Total Up Light		0	0%
Total Lumens		39,326	100%

STARBRIGHT LIGHTING USA

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LIGHTING FIXTURE SCHEDULE

MK	DESCRIPTION	LAMPS QTY	LAMPS WATTS	LAMPS TYPE	DIFFUSER	MOUNTING	VOLT	MANUFACTURER	REMARKS
T3–2	POLE MOUNTED LED AREA LIGHT – TWIN	–	301	LED	– –	POLE MLOUNTED AT 60' AFG	MVOLT	STAR BRIGHT LIGHTING #SBLPRO–40–50K–UNC–SF–T3	5000K LED
T3–3	POLE MOUNTED LED AREA LIGHT – TRIPLE	–	301	LED	– –	POLE MLOUNTED AT 60' AFG	MVOLT	STAR BRIGHT LIGHTING #SBLPRO–40–50K–UNC–SF–T3	5000K LED
T3–4	POLE MOUNTED LED AREA LIGHT – QUAD	–	301	LED	– –	POLE MLOUNTED AT 60' AFG	MVOLT	STAR BRIGHT LIGHTING #SBLPRO–40–50K–UNC–SF–T3	5000K LED
FL	GROUND MOUNTED LED FACADE FLOOD LIGHT	–	49	LED	– –	GROUND MOUNTED	MVOLT	STAR BRIGHT LIGHTING #LEDMPALPRO50SD–	5000K LED

ELEVEN 18 ARCHITECTURE
A WOMEN'S BUSINESS ENTERPRISE
License: AA26001884
424 E. Central Blvd. #542
Orlando, FL 32801
www.eleven18architecture.com
Mark Adams: 407-756-2119
Kim Day: 407-416-9960
Neke White: 407-416-9965

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 FAU BLVD. SUITE A
MELBOURNE, FL 32935
TEL. 321.253.1721
WWW.CEGENGINEERING.COM
C.O.A. #0008097

REVISION | DATE | REV#

RENAISSANCE BUSINESS PARK
SITE PHOTOMETRICS
4146 OKEECHOBEE RD, FORT PIERCE, FL 34947

DRAWING TITLE
LIGHTING FIXTURE CUT SHEETS

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ENGINEER OF RECORD

DAVID E. ALLEY, PE
FL PE #55008

DATE 12-29-21

SCALE AS NOTED

PROJ. NO. : 210286

DESIGNED BY: DAP

DRAWN BY: DAP

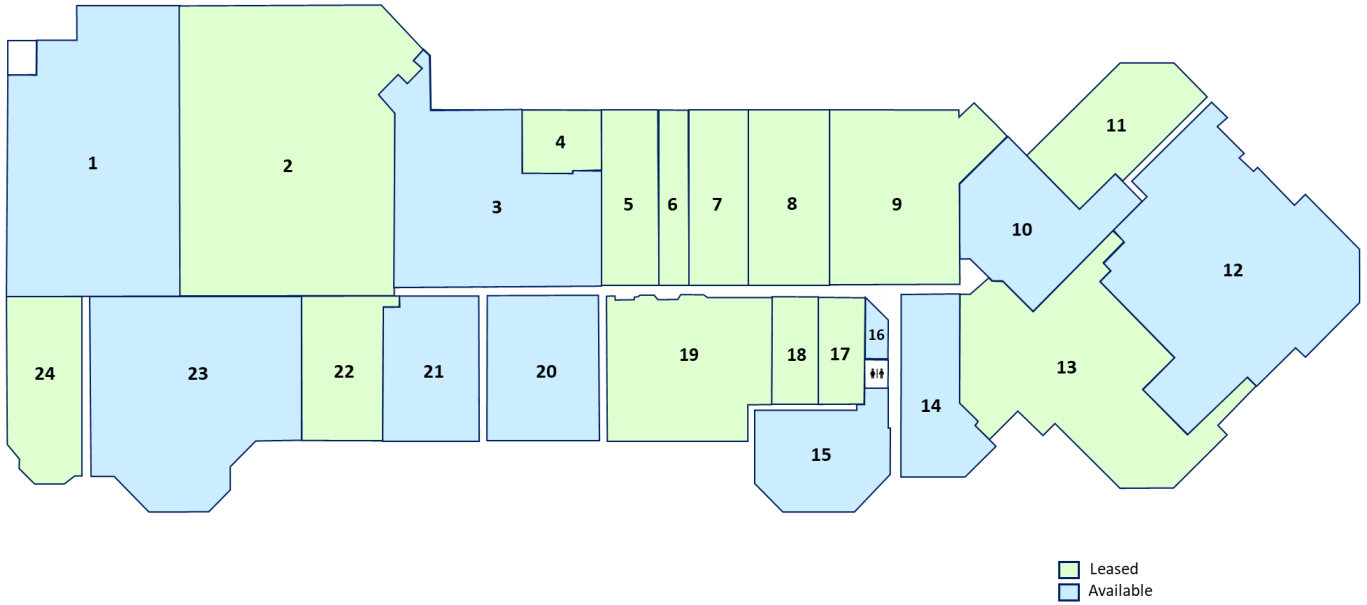
CHECKED BY: DEA

DRAWING NO. EP2

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DAVID E. ALLEY, PE ON THE DATE ADJACENT TO THE SEAL USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PRIMEROCK

INDICATIVE CONDITIONAL USE FLOOR PLAN



Okeechobee Road

Existing Permitted Tenants			
Name	**Use**	**Unit #**	**SF**
Relogistics	Contractors/Others Performing Services Off-Site	2	45,400
South Florida Electric	Contractors/Others Performing Services Off-Site	4	3,817
IPS Lights	Contractors/Others Performing Services Off-Site	5	8,147
Restec	Research Service	6	4,063
St. Lucie Collision	Vehicle Repair, General	7	7,000
One Stop	Contractors/Others Performing Services Off-Site	8	10,364
Supervisor of Elections #1	Government Facilities	9	10,945
Patches	Administrative, Professional, General, Medical Office	11	8,597
Maximus	Administrative, Professional, General, Medical Office	13	22,100
Power of Parenting	Administrative, Professional, General, Medical Office	17	1,961
New Horizons	Administrative, Professional, General, Medical Office	18	3,667
Supervisor of Elections #2	Government Facilities	19	16,594
TC Medical	Administrative, Professional, General, Medical Office	22	7,458
Calvary Compassion Church	Religious Institution	24	8,475

Potential Uses for Vacant Spaces			
Use Status	**Use**	**Unit #**	**SF**
Conditional	Light Industrial/Manufacturing, Warehouse & Freight	1	35,498
Permitted	Catering Facility	3	26,091
Conditional	Daycare Center	10	14,947
Conditional	Education	12	34,850
Conditional	Medical Facilities	14	9,291
Conditional	Medical Facilities	15	10,793
Conditional	Medical Facilities	16	955
Conditional	Social Service Institution	20	17,553
Conditional	Education	21	6,779
Conditional	Environmental Research and Education Facilities	23	29,408

***Estimated maximum square footage for all conditional uses is 100,000 SF**

Other Potential Conditional Uses			
Use Status	**Use**	**Unit #**	**Est. Max SF**
Conditional	Self-Service Storage		100,000
Conditional	Building Maintenance Facilities & Services		100,000
Conditional	Microbrewery		100,000
Conditional	Vehicle Storage		100,000
Conditional	Marine-Related Industrial		100,000

***All square footages for conditional uses are estimated and subject to change based on demand**

PRIMEROCK

AUXILIARY USES



This Instrument Prepared By
And To Be Returned To:
Brian M. Stephens, Esquire
Dean Mead Law Firm
7380 Murrell Road, Suite 200
Viera, Florida 32940
(321) 259-8900

St. Lucie County Parcel ID No's:
2418-434-0001-000-9
2418-431-0001-000-0
2418-442-0001-000-4
2418-423-0001-000-5

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE ORANGE BLOSSOM MALL

THIS FIRST AMENDMENT (hereinafter referred to as this "**Amendment**") is made as of the 14th day of September, 2021, by RENAISSANCE BUSINESS PARK, LLC, a Florida limited liability company, whose post office address is 4146 Okeechobee Road, Fort Pierce, Florida 34947 (hereinafter referred to as "**RBP**"), and SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, whose post office address is 2909 Delaware Avenue, Fort Pierce, Florida 34947 (hereinafter referred to as the "**School Board**").

WITNESETH:

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for the Orange Blossom Mall has been recorded in Official Record Book 1422 at Page 2932 of the Public Records of St. Lucie County, Florida (the "**Original Declaration**");

WHEREAS, the Original Declaration encumbers that certain real property located in St. Lucie County, Florida, generally described therein as the Orange Blossom Mall – consisting of two primary parcels: (i) the "**FP Property**" and (ii) the "**School Board Property**" (as defined and described in the Original Declaration);

WHEREAS, the Original Declaration was executed by Fort Pierce Properties, LLC, a Delaware limited liability company, as the owner of the FP Property, and by the School Board, as the owner of the School Board Property;

WHEREAS, Fort Pierce Properties, LLC conveyed the FP Property to Orange Blossom Investment, LLC, a Florida limited liability company, which conveyed the FP Property to RBP;

WHEREAS, RBP and the School Board desire to amend the Original Declaration as provided herein;

WHEREAS, Section 13.4 of the Original Declaration provides that the Original Declaration may be amended by a written instrument recorded in the Public Records of St. Lucie County, Florida signed by the owners of the FP Property and the School Board Property; and

WHEREAS, RBP and the School Board are the sole owners of all of the FP Property and all of the School Board Property (neither of which have been subdivided) and are authorized to execute effectuate the amendments contemplated herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable

considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Original Declaration as follows:

1. Recitals; Defined Terms; Modifications. The recitals set forth hereinabove are true and correct and are incorporated herein by reference as fully as if set forth herein verbatim. Whenever defined terms or words of art, as indicated by the initial capitalization thereof, are used herein, such defined terms or words of art, if not defined herein, shall have the meanings ascribed to such terms in the Original Declaration; provided, however, where context requires, references to the "Declaration" contained herein shall mean and refer to the Original Declaration as modified by this Amendment. Modifications to particular provisions of the Original Declaration are evidenced herein, to the extent necessary for sake of clarity, by showing word or phrases deleted by stricken text (for example: "~~sample deletion~~") and words and phrases added by underlined text (for example: "sample addition").

2. Amendment to Subsection 1.10 – Definition of "Unit". The definition of a "Unit" is hereby modified as follows:

> "Unit" shall mean and refer to each one thousand (1,000) square feet of gross leasable floor space of commercial, office or multifamily residential buildings (which may include apartment, townhome or condominium buildings) within the ~~Orange Blossom Mall~~ property subject to this Declaration that is owned by an Owner, including any fraction thereof equal to or exceeding five hundred (500) square feet of such space. For purposes of this Declaration, the term "gross leasable floor space" shall mean the sum of the gross horizontal areas of the several floors of a building, measured from the exterior faces of the exterior walls, but excluding public corridors, common restrooms, unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to building machinery and equipment (such as air conditioning, ventilating or heating), parking structures, and attic and basement space where the floor-to-ceiling height is not ~~more~~ equal to or greater than six (6) feet.

3. Amendment to Article II – Easements. Except as otherwise expressly provided herein, the various rights and easements granted in Article II shall be (and are hereby made) reciprocal as a mutual benefit and burden of all property subject to the Declaration and upon all Owners, their successors, successors in title, and assigns, in addition to the Association.

The Owners hereby further modify the rights and easements granted in the Original Declaration, as follows:

a. The Owners intend, and do hereby, eliminate any and all cross parking rights and easements between the FP Property and School Board Property. In furtherance of that elimination, the Owners do hereby confirm as follows:

   i. Section 2.1 is hereby modified to confirm that the nonexclusive perpetual easements granted for the purpose of vehicular and pedestrian access, ingress, and egress in, on, and over the Ring Road and other Common Area does not include (and hereby expressly excludes) parking. Section 2.1 is hereby further amended to confirm that, notwithstanding any other term or provision in the Declaration to the contrary, the Owners of the FP Property and the School Board Property may from time to time eliminate, modify, relocate, reduce, or otherwise change the driveways within their parcels in any manner such Owner deems necessary or convenient for the operation of its Property, including, without limitation, for the purpose of

constructing new or modifying existing buildings on its Property; provided, however, no such changes shall be permitted which have the effect of blocking or materially limiting access, ingress, and egress from an Owner's Property over any driveways which lead to and from the Ring Road and continuing to and from the right of way commonly referred to as Highway 70/Okeechobee Road.

ii. Section 2.6 is hereby deleted in its entirety.

b. With specific respect to signage, Section 2.7 is hereby modified such that the School Board Property shall be afforded an amount of space on all Mall Ground Signs below any identifying logo for the Orange Blossom Mall representing not less than thirty percent (30%) of the sign face area that is available for advertising purposes after first subtracting that portion of the sign face area used for the mall logo.

4. Conditional Deletion of Article III – Architectural Control. Article III is ratified in its terms and remains in full force and effect; provided, however, in the event that Land America, LLC, or its assignee succeeds to the ownership of the School Board Property, Article III shall be (and is hereby) deleted and shall have no further force or effect automatically upon such closing. Notwithstanding such deletion, all existing and newly constructed improvements shall be built and maintained in a manner such that their appearance is befitting of other first class developments in the St. Lucie County area.

5. Amendment to Article IV – Use Restrictions. Article IV is hereby deleted, amended, and restated in its entirety to read as follows:

ARTICLE IV. USE RESTRICTIONS

4. Use Restrictions. The FP Property and the School Board Property, may be used or operated for any purpose or use permitted by applicable law and zoning regulations, as same shall be in effect from time to time, except, that the following uses and operations are prohibited without the prior written consent of the Owners of the FP Property and the School Board Property, which consent may be granted or withheld in the absolute discretion of the Owners of the FP Property and the School Board Property:

(i) for any unlawful purpose or in any way which would constitute a legal nuisance to an Owner or the tenants or licensees of the FP Property and the School Board Property;

(ii) any bar or similar establishment which sells alcoholic beverages for on premises consumption as its principal business purpose; provided, however, this restriction shall not prohibit a restaurant, hotel/motel, indoor activity/entertainment center or other similar user in which the sale of alcoholic beverages is ancillary and subordinate to the principal use and deriving less than fifty percent (50%) of its gross revenues from such sales of alcoholic beverages;

(iii) a pawn shop, massage parlor or "disco" or other so called dance hall;

(iv) any use which emits a strong, unusual, offensive, obnoxious odor, fumes, dust or vapors or any sound which can be heard or odor smelled outside of any building located within Orange Blossom Mall and permeates into the other Owner's Property, except that any usual paging or music system shall be allowed;

(v) any industrial or manufacturing activity that uses any toxic chemicals or pollutants as defined by any governmental agency; provided, however, the foregoing restrictions shall not prohibit industrial and manufacturing operations which (a) do not use toxic chemicals or pollutants as defined by any governmental agency or (b) use only such toxic chemicals or pollutants found in common household cleaning supplies, or common office products (such as printer ink and toner), in a safe and contained manner, and in appropriate quantities for such uses, for the purpose of cleaning or operating such facility;

(vi) any distilling, refining, smelting, agricultural, or mining operation;

(vii) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard, livestock activity (except dog and cat kenneling);

(viii) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building incidental to permitted uses);

(ix) any establishment selling or exhibiting paraphernalia for use with illicit drugs, any establishment selling or exhibiting materials or devises which are adjudicated to be pornographic by a court of competent jurisdiction, any adult book store, adult video store, or adult movie theater;

(x) any live ammunition gun range or shooting gallery;

(xi) any gambling facility or operation, including, but not limited to: off-track or sports betting parlor, table games such as blackjack or poker; bingo hall (except incidental and occasional fundraising by non-profit tax exempt organizations that are tenants of the Orange Blossom Mall), and slot machines; provided, however this prohibition shall not apply to the retail sale of tickets for lottery games operation by the State of Florida so long as such sales are in full conformity with the Florida Public Education Lottery Act, or successor provisions and rules and regulations promulgated thereunder;

(xii) any use which creates fire, explosive or other hazards;

(xiii) any "adult entertainment establishment" within the meaning of that term as now or hereafter defined either (a) in Section 847.001, Florida Statutes, or any successor provision to such section or (b) in Chapter 22 of the Code of Ordinance of the City of Fort Pierce, Florida, or any successor provision to such chapter.

6. Amendment of Article V – Parking. In furtherance of the Owners desire to eliminate the rights and easements related to cross parking between the FP Property and School Board Property, Article V Section 5 is hereby amended as follows:

> 5. Parking. The FP Property and the School Board Property shall each independently at all times comply with any and all applicable laws governing parking ratios and zoning ordinances regarding parking in effect for Orange Blossom Mall from time to time. All rules, regulations, ordinances or laws relative to parking requirements shall be complied with by providing the requisite number of parking spaces within the boundaries of the FP Property and the School Board Property independently for each respective parcel as required by applicable law from time to time. ~~considered as a whole and the parking spaces available pursuant to cross parking easements granted by this Declaration~~. The Owners of the FP Property and the School Board Property may enter into parking leases and/or license agreements or easements with each other or third parties owning adjacent properties to satisfy any tenant, licensee or governmental requirement related to parking requirements.

7. Termination of Cross Parking Arrangement. Notwithstanding any term or provision in the Original Declaration to the contrary, the Owners do hereby terminate, release, and remise all rights and interests as to parking on any other Owner's parcel.

8. Amendment to Article VII – Maintenance. Article VII is hereby deleted, amended, and restated in its entirety to read as follows:

ARTICLE VII. MAINTENANCE

> 7. Maintenance Obligations. The Orange Blossom Mall and all improvements and landscaping located therein shall be kept and maintained in good order and repair in a neat and clean condition at all times befitting of other first class developments within the St. Lucie County area, subject to reasonable allowance for periodic construction and maintenance activities authorized herein. Responsibilities for such maintenance shall be divided between the Owners and the Association as provided herein. All such maintenance activities shall be performed in a good, workmanlike, and timely manner with commercially reasonable promptness and diligence in keeping with the standard set forth above.
>
> 7.1 Association Maintenance. The Association shall keep and maintain the following in accordance with the above standard: all landscaping and landscape islands, lighting, irrigation, water, sewer, telecommunication lines and other utilities, paving, curbing, sidewalks, directional markings, signage, swales, embankments, piping and other equipment, infrastructure, systems, and property located on, under, and within the following areas (as the same may be expanded, contracted, eliminated, reinstated or otherwise modified from time to time): (i) the Ring Road, and (ii) roadway entrance/exit areas to the Orange Blossom Mall, identified on **Schedule "1"**, attached hereto and made a part hereof. The Association shall also keep and maintain, in accordance with the above standard, the canals, ponds, ditches, and other stormwater retention facilities, and any other Drainage Systems, including any grass along the tops of the banks, and any trees and landscaping along the Ring Road, lying within the Storm Water Retention Areas, as depicted on **Schedule "1"** (as the same may be expanded, contracted,

eliminated, reinstated or otherwise modified from time to time), but excluding any trees or landscaping associated with future development of the Storm Water Retention Areas.

The Association shall also be responsible to keep and maintain (in accordance with the above referenced standard) all portions of the Drainage Systems, including without limitation all storm water drains, catch basins, swales, culverts, drainage structures, drainage pipes and related infrastructure, lying within the property subject to this Declaration, including those portions of the storm water drainage system lying within the FP Property, the School Board Property, or both. Notwithstanding the preceding sentence, the Association's maintenance obligations with respect to those portions of the Drainage Systems located on either the FP Property, the School Board Property or both shall not include any other infrastructure, systems, equipment, or other property or areas that is not a part of the Drainage Systems (which other property and areas are subject to maintenance by the respective Owners as provided herein).

The areas for which the Association shall be responsible as provided herein are depicted on **Schedule "1"** attached hereto and made a part hereof, entitled "Area of Association Maintenance". As a point of clarification, to avoid confusion, those portions of the Drainage Systems which lie within the boundary of the FP Property or the School Board Property (or both) have not been included in the depiction on Schedule "1" so as to not create the implication that the Association is responsible for other parts of the FP Property or the School Board Property. The Association is still responsible, as provided herein above, for such relevant portions of the Drainage Systems. **Schedule "1"** depicts the Storm Water Retention Area as it exists as of the effective date of this Amendment. Such schedule shall be amended if and when such area may be relocated or otherwise modified as contemplated and permitted in the Declaration.

In the event of any conflict as to the general description of the Association's areas of responsibility and the depiction of that portion of the area in question contained in the above referenced schedule, then the Association shall be deemed to be responsible for the larger of the two areas. All such area for which the Association is responsible as provided herein shall be herein referred to as the "**Area of Association Maintenance**." The costs for the Association's performance of such maintenance within the Areas of Association Maintenance shall be a common expense subject to assessment as provided herein.

7.2 Owner Maintenance. The Owners shall keep and maintain all portions of their property (respectively) which fall outside of the Area of Association Maintenance. Such maintenance shall be performed in accordance with the above standard. The maintenance responsibilities of each Owner shall be performed at that Owner's sole cost and expense.

9. Amendment to Article VIII – Future Outparcels. The Owners desire to confirm the ability of the School Board Property's Owner to subdivide the School Board Property into one or more lots. Section 8 is hereby deleted, amended, and restated in its entirety to read as follows:

Section 8. Creation of Future Outparcels. The Owners of the FP Property and the School Board Property shall each independently have the right to further subdivide its Property into additional lots or outparcels for sale and/or lease to third parties provided such subdivision of the FP Property and/or the School Board Property, as applicable, meets all governmental

requirements and the plat of such additional subdivided lot or outparcel is recorded in the Public Records of St. Lucie County, Florida. All of the terms, covenants and conditions of this Declaration shall apply to all additional such subdivided lots or outparcels created pursuant to this Section without the necessity of any amendment to this Declaration. All references in this Declaration to the future subdivision of the FP Property shall be (and are hereby) read to mean and include all future subdivision of the School Board Property.

10. Amendment to Article XI – Assessments. Notwithstanding any term or provision in Article XI to the contrary, the Association's right to levy any assessments on the Owners (and the Owners' responsibility for the same) shall be limited to costs associated with the operation, improvement, and maintenance of those portions of the Common Area that fall within the Area of Association Maintenance. Section 11.2 is hereby deleted as the Association's maintenance responsibilities and, thus, the purpose of the Assessments, has been limited to the Area of Association Maintenance – an area less than all of the Common Area. Subsection 11.6 is hereby modified as follows:

> 11.6 Special Assessments for Nuisance Abatement and Curative Maintenance. In the event an Owner of any property in the Orange Blossom Mall shall fail to maintain such property and the improvements situated thereon in accordance with the minimum standards of maintenance set forth herein or otherwise in a manner so as to affect directly the health or safety of other Owners, then the Association, after approval by the Board of Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon such property and cure any such failure of maintenance, abate any nuisance, remedy any nonconforming condition, and make such repairs or perform such curative maintenance as reasonably necessary to return the property to the standard of maintenance and repair contemplated herein and, as applicable, to protect the health or safety of other Owners. The cost of such abatement, remediation, and repair shall be added to and become a part of the assessment to which such property is subject, and shall be due and payable within fifteen (15) days from the date such assessment is made. Any such entry for abatement, remediation, or repair shall not constitute a trespass. This section shall not apply to any property during the properly permitted construction or reconstruction of any building unless the building has been abandoned by the Owner.

11. Full Force and Effect. Except as expressly modified by this Amendment, the Declaration shall be and remain unchanged and in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Amendment, the terms and provisions of this Amendment shall govern.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective names by their respective corporate officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sarah B Hood
Print Name: Sarah Breheny-Hood

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ ROSSELLE

RBP:

RENAISSANCE BUSINESS PARK, LLC, a Florida limited liability company

BY: _____
Michael O'Neill, Manager

STATE OF FLORIDA]
]
COUNTY OF ST. LUCIE]

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 28th day of July, 2021, by MICHAEL O'NEILL, as Manager of RENAISSANCE BUSINESS PARK, LLC, a Florida limited liability company, on behalf of the company. He/she (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, or ☐ produced other identification, to wit: _____.

Sarah B Hood
Print Name: Sarah Breheny-Hood
Notary Public
Commission No.: GG113203
My Commission Expires: 10/8/2021

SARAH BREHENY-HOOD
Commission # GG 113203
Expires October 8, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Signed, sealed and delivered
in the presence of:

Christine L. Harrison
Print Name: Christine L. Harrison

Mary E. Sanders
Print Name: Mary E. Sanders

SCHOOL BOARD:

SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution

BY: Deborah A Hawley
PRINT NAME: Deborah A. Hawley
ITS: Chairman

STATE OF FLORIDA]
]
COUNTY OF ST. LUCIE]

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of September 2021, by Deborah A. Hawley as Chairman of SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, a corporation sole, on behalf of the Board. ~~He~~/she (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, or ☐ produced other identification, to wit: _____.

CHRISTINE L HARRISON
MY COMMISSION # GG 223035
EXPIRES: August 30, 2022
Bonded Thru Notary Public Underwriters

Christine L. Harrison
Print Name: Christine L. Harrison
Notary Public
Commission No.: GG 223035
My Commission Expires: 8-30-2022

[JOINDER & EXHIBITS TO FOLLOW]

JOINDER

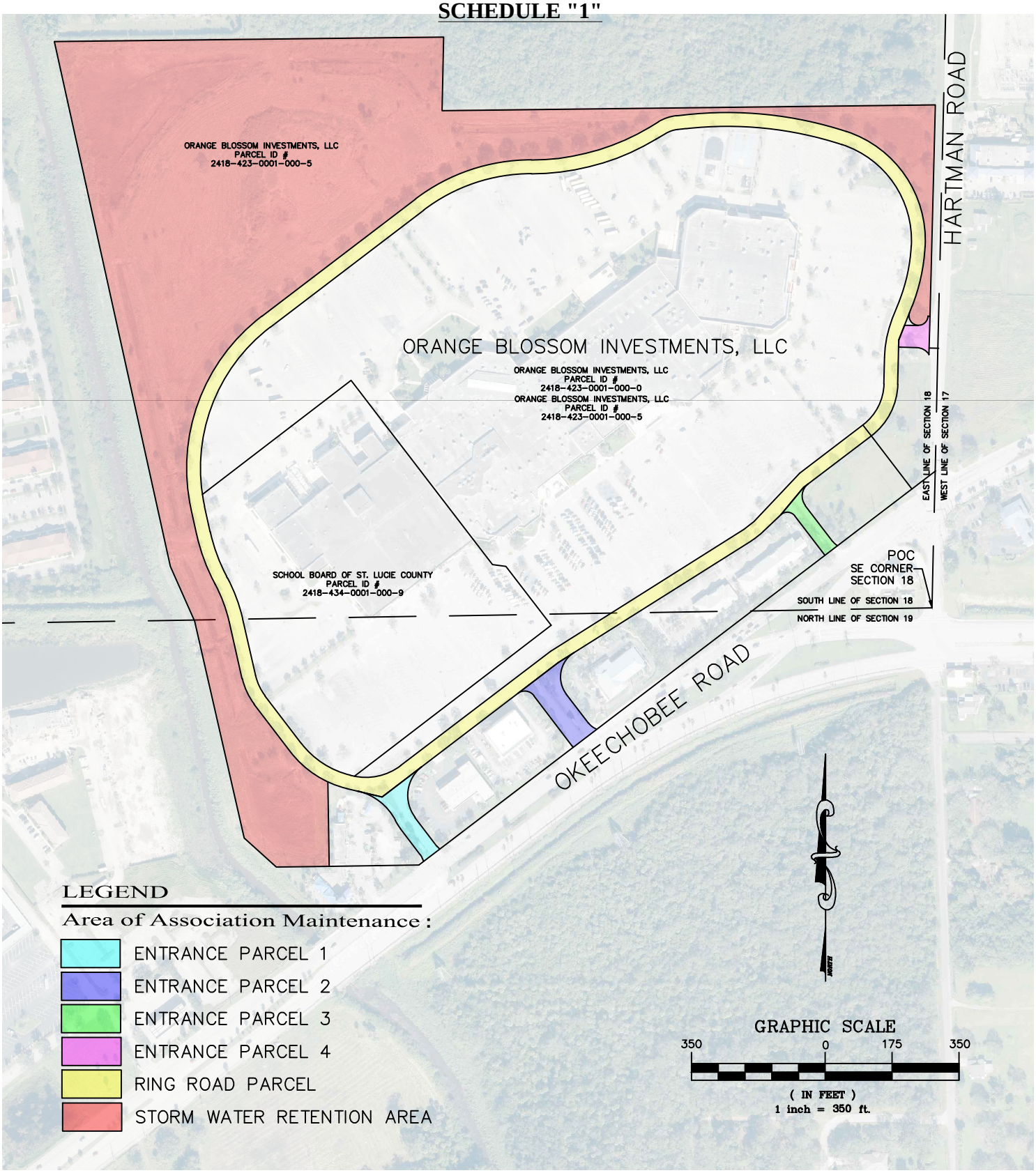
ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, after a duly held meeting properly noticed regarding the same, hereby joins in the execution of this Amendment to confirm and acknowledge its acquiescence to all of the terms and provisions of this Amendment.

ORANGE BLOSSOM MALL PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation

By: _____
Michael O'Neill, President

[EXHIBITS TO FOLLOW]

SCHEDULE "1"



CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

Lot Line Exhibit

Orange Blossom Investments, LLC

DATE: 7-2-2021	DRAWN JEB
SCALE: 1:350	JOB No. **19-099.300**

P:\Proj-2019\19-099 Orange Blossom Business Center - Survey\19-099.300\19-099.300 Lot Line Exhibit.dwg Plotted: 7/15/21 By: JONATHAN JONES Layout: 8.5X11PORTRAIT

LEDMPALPRO50 50 Watt, Premium Multi-Purpose LED Area Luminaire

K&M Electric Supply, Inc.
...The Distributor of Choice

Project:	
Type:	
Catalog #:	



STANDARD

The LEDMPALPRO series is a group of premium architectural LED area luminaires designed to illuminate parking areas, pathways, building facades, loading docks, and a wide variety of other large, general site lighting applications. Multiple mounting options make the LEDMPALPRO a versatile luminaire for flood lighting, pole-, ground- and wall-mounted area lighting, and other outdoor lighting requirements.

FEATURES

- *Available in 3000k (warm white), 4000k (neutral white) and 5000k (cool white) color temperatures.**
- *Long-life LEDs provide 230,000 hours of operation with at least 70% of initial lumen output (L_{70}).***
- *LEDMPALPRO50 provides 5,717 lumens (117 lumens per watt, LPW) at 3000k; 5,778 lumens (118 LPW) at 4000k; and 5,793 lumens (118 LPW) at 5000k.**
- *Standard optic provides an IES roadway type V distribution, or a 7V (vertical) x 7H (horizontal) NEMA floodlight distribution.*
- *Universal 120-277 AC voltage (50-60Hz) is standard.*
- *Power factor > 0.90.*
- *Total harmonic distortion < 20%.*
- *Color rendering index > 80.*
- *Optional glare shields (full & half) & wire guards are available.*
- *Die cast aluminum housing with durable, dark bronze powder coat finish—at least 2 mils thick on all surfaces—and a heat-resistant polycarbonate lens.*
- *Wireway enclosure is sealed with a water-tight, silicon rubber gasket.*
- *Effective projected areas (EPA's) are:*
  - *Front = 0.15 s.f. (knuckle) / 0.13 s.f. (yoke)*
  - *Side = 0.18 s.f. (knuckle) / 0.13 s.f. (yoke)*
  - *Face = 0.73 s.f. (knuckle) / 0.57 s.f. (yoke)*
- *Easy installation in new construction or retrofit applications.*

* *Contact factory for other color temperatures and lumen packages.*
** *L_{70} hours are IES TM-21-11 calculated hours.*

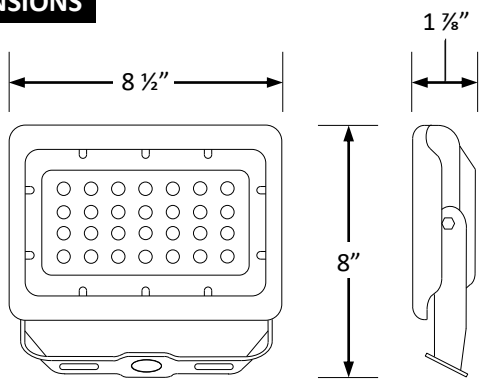
WARRANTY & LISTINGS

- *cULus listed for wet locations in ambient temperatures from -20°C to 45°C (-4°F to 113°F).*
- *IP66 rated for ingress protection.*
- *DLC premium approved.*
- *Rated for 3G vibration.*
- *Lens is IK 8 rated for protection from external impacts.*
- *Salt fog tested for 1,000 hours (ASTM B117). After salt fog testing, paint rated at 9 per ASTM D1654-05 scratch test.*
- *Complies with FCC Part 15, class B.*
- *Complies with EN61000-4-5, surge immunity protection (2kV).*
- *5-year warranty of all electronics and housing.*

MOUNTING OPTIONS

- *Aluminum die-cast knuckle-mount option is installed on a junction box. Includes ½" NPS stem with locking nut.*
- *Yoke-mount option provides secure attachment to flat surfaces.*

DIMENSIONS



Weight: 3.6 lbs. (knuckle & yoke)

ORDERING INFORMATION

Example: LEDMPALPRO50-K-3K + LEDMPALPRO50-FGS + LEDMPALPRO50-WG

Model	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Mounting Options	Color Temperature	Shields & Wire Guards (See Line Drawings)
LEDMPALPRO50	5,717	49	117	K = Knuckle Mount	3K = 3000k	LEDMPALPRO50-FGS = Full Glare Shield, 50W
	5,778		118	Y = Yoke Mount	4K = 4000k	LEDMPALPRO50-HGS = Half Glare Shield, 50W
	5,793		118		5K = 5000k	LEDMPALPRO50-WG = Wire Guard, 50W

LEDMPALPRO50 50 Watt, Premium Multi-Purpose LED Area Luminaire

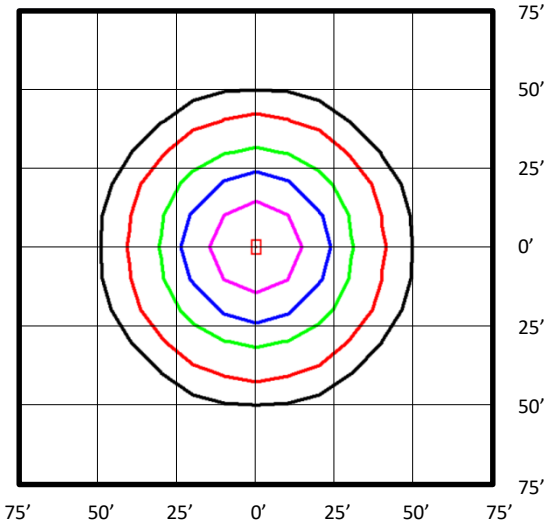
ELECTRICAL DATA

Model	Color Temperature	CRI [1]	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Input Voltage[2]	Input Current (A)			Power Factor	THD [3]	L_{70} Hours [4]
							120V	240V	277V			
LEDMPALPRO50-3K	3000k	> 80	5,717	49	117	120-277	0.41	0.20	0.18	> 90%	< 20%	230,000
LEDMPALPRO50-4K	4000k	> 80	5,778	49	118	120-277	0.41	0.20	0.18	> 90%	< 20%	230,000
LEDMPALPRO50-5K	5000k	> 80	5,793	49	118	120-277	0.41	0.20	0.18	> 90%	< 20%	230,000

[1] Color rendering index.
[2] All 50-60Hz.
[3] Total harmonic distortion.
[4] L_{70} refers to the number of hours at which lumen output declines to 70% of the initial level. L_{70} hours are IES TM-21-11 calculated hours.

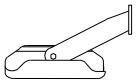
PHOTOMETRIC DATA

LEDMPALPRO50-3K (5,717 Lumens, Type V Distribution)



Foot Candles
- 5.0
- 2.0
- 1.0
- 0.5
- 0.2
- 0.1

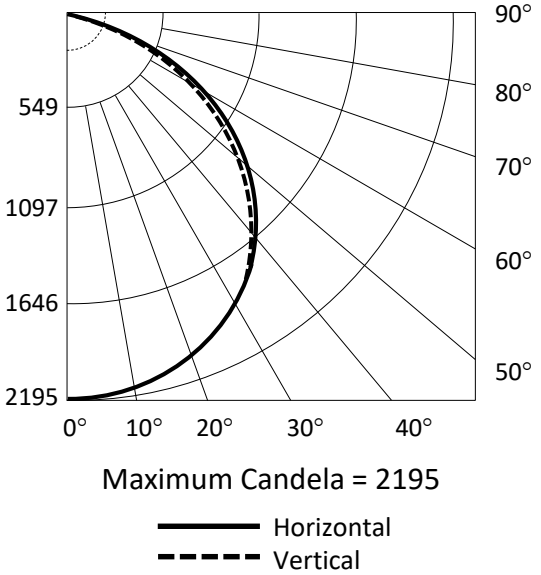
Luminaire Orientation:



Notes:
- *Isofootcandle plots depict initial footcandles at grade.*
- *Gridlines represent units of mounting height of 25 feet.*

BUG Rating: B2-U0-G0

Zone		Lumens	%
FL	- Front - Low (0-30)	856	15%
FM	- Front - Medium (30-60)	1,606	28%
FH	- Front - High (60-80)	412	7%
FVH	- Front - Very High (80-90)	9	0%
Total Forward Light		**2,883**	**50%**
BL	- Back - Low (0-30)	852	15%
BM	- Back - Medium (30-60)	1,592	28%
BH	- Back - High (60-80)	383	7%
BVH	- Back - Very High (80-90)	7	0%
Total Back Light		**2,834**	**50%**
UL	- Up Light - Low (90-100)	0	0%
UH	- Up Light - High (100-180)	0	0%
Total Up Light		**0**	**0%**
Total Lumens		**5,717**	**100%**

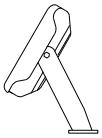


NEMA Floodlight Type Data

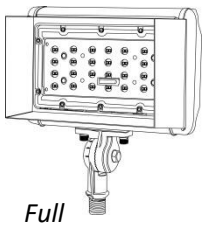
Field Angles:
- Horizontal 148°
- Vertical 149°

NEMA Type:
- Horizontal 7H
- Vertical 7V

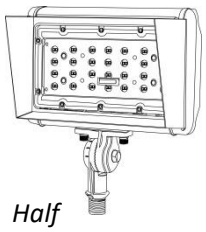
Luminaire Orientation:



Shields

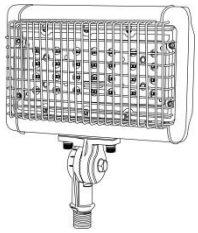


Full



Half

Wire Guards



RENAISSANCE BUSINESS PARK

Fort Pierce, Florida

Cotleur & Hearing



RENAISSANCE BUSINESS PARK

Fort Pierce, Florida

Cotleur & Hearing



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Fort Pierce, Florida

Cotleur & Hearing



PICNIC AREA CONCEPT

Renaissance Business Park

SITE DATA

NAME OF PROJECT	RENAISSANCE BUSINESS PARK
PROPERTY CONTROL NUMBER	2418-411-0001-000-0 2418-442-0001-000-4
LAND USE DESIGNATION	GC GENERAL COMMERCIAL
ZONING DISTRICT	C-3 GENERAL COMMERCIAL
NUMBER OF STORIES	1
NUMBER OF BUILDINGS	1
TOTAL OVERALL SITE AREA	**79.52 AC** **3,463,735.43 SF**
MALL DEVELOPMENT AREA	**39.28 AC** **1,710,898.18 SF**

BUILDING DATA	**USE SF**	**USE STATUS**	
CONTRACTORS/OTHER PERFORMING SERVICES OFF-SITE	70,000 SF	PERMITTED	
RESEARCH SERVICE	5,000 SF	PERMITTED	
VEHICLE REPAIR, GENERAL	7,000 SF	PERMITTED	
GOVERNMENT FACILITIES	30,000 SF	PERMITTED	
ADMINISTRATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE	45,000 SF	PERMITTED	
RELIGIOUS INSTITUTION	10,000 SF	PERMITTTED	
LIGHT INDUSTRIAL/MANUFACTURING	75,000 SF**	CONDITIONAL	EST. MAXIMUM 100,000 SF
WAREHOUSE AND FREIGHT	50,000 SF*	CONDITIONAL	EST. MAXIMUM 100,000 SF
DAYCARE CENTER	18,000 SF*	CONDITIONAL	EST. MAXIMUM 100,000 SF
CLASSROOMS	8		
EDUCATION	50,458 SF*	CONDITIONAL	EST. MAXIMUM 100,000 SF
CLASSROOMS (K-12)	10		
TOTAL SQUARE FOOTAGE	**360,476.00 SF**		

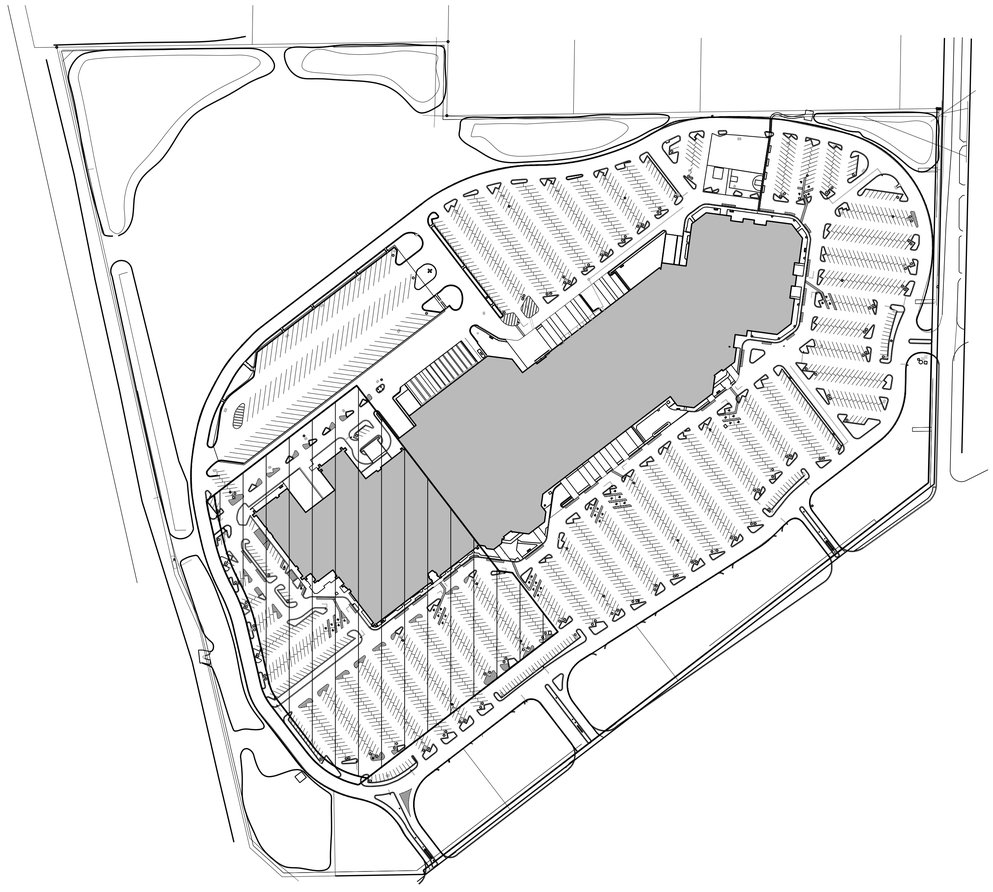
OTHER POTENTIAL CONDITIONAL USES	**EST. MAXIMUM SF**	**USE STATUS**
MEDICAL FACILITIES	100,000 SF*	CONDITIONAL
SOCIAL SERVICE INSTITUTION	100,000 SF*	CONDITIONAL
ENVIRONMENTAL RESEARCH AND EDUCATION FACILITIES	100,000 SF*	CONDITIONAL
SEMI-SERVICE STORAGE	100,000 SF*	CONDITIONAL
BUILDING MAINTENANCE FACILITIES & SERVICES	100,000 SF*	CONDITIONAL
MICROBREWERY	100,000 SF*	CONDITIONAL
VEHICLE STORAGE	100,000 SF*	CONDITIONAL
MARINE-RELATED INDUSTRIAL	100,000 SF*	CONDITIONAL

LAND USE	**SF**	**AC**	**%**
RETENTION & LAKES	377,233	8.66	10.89%
OPEN SPACE PARCELS	1,072,267	24.62	30.96%
OUT PARCELS	303,337	6.96	8.76%
MALL DEVELOPMENT PARCEL	1,710,898	39.28	49.39%
TOTAL	**3,463,735**	**79.52**	**100.00%**

PARKING DATA	**REQ**	**PROV**
CONTRACTORS/OTHER PERFORMING SERVICES OFF-SITE (1/300)	233	240
RESEARCH SERVICE (1/300)	17	20
VEHICLE REPAIR, GENERAL (1/200)	35	40
GOVERNMENT FACILITIES (1/300)	100	115
ADMINISTRATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE (1/200)	225	240
RELIGIOUS INSTITUTION (1/40)	250	250
LIGHT INDUSTRIAL/MANUFACTURING (1/600)	125	140
WAREHOUSE AND FREIGHT (1/600)	83	100
DAYCARE (2/CLASSROOM)	16	20
EDUCATION K-12 (2/CLASSROOM)	20	30
EXCESS PARKING		467
TOTAL	**1,104**	**1662**
HANDICAP SPACES (INCLUDED IN TOTAL)		28

PEDESTRIAN AMENITIES	**REQ**	**PROV**
BIKE RACKSPACES	**100**	**105***
COMMERCIAL (1 SPACE/10 CAR SPACES)	90	
INDUSTRIAL (1 SPACE/20 CAR SPACES)	10	

*EACH BIKE RACK HOLDS 7 BIKE SPACES, 15 RACKS REQUIRED.



GENERAL NOTES

REFUSE SERVICE SHALL BE ACCOMPLISHED BY WAY OF INDIVIDUAL DUMPSTER AND RECYCLING AS SHOWN ON THE SITE PLAN.

10' X 30' SAFE SIGHT TRIANGLE SHALL BE PROVIDED AT THE PROJECTS ENTRY ROADS.

TYPE D OR F RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

ON STREET PARKING IS UTILIZED IN THE CALCULATION FOR REQUIRED PARKING IN ACCORDANCE WITH THE PROVISIONS OF THE CODE.

RAMPS SHALL BE PROVIDED AT ALL PLAZA, SIDEWALK AND STREET INTERSECTIONS IN ACCORDANCE WITH ADA AND THE FLORIDA HANDICAP ACCESSIBILITY CODE.

THE BUILDING, LANDSCAPE AND LIGHTING DESIGN SHALL MAXIMIZE THE USE OF CPTED DESIGN PRINCIPLES.

ALL SIGNAGE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE CODE.

"PEDESTRIAN XING" SIGNS SHALL BE PROVIDED FOR ALL MID-BLOCK CROSSINGS.

PROJECT ID SIGNS SHALL BE ILLUMINATED WITH GROUND MOUNTED FIXTURES ON PHOTOCELLS.

SHEET INDEX

SHEET 1	COVER PAGE
SHEET 2	MASTER PLAN
SHEET 3-4	SITE PLANS
SHEET LP1-8	LANDSCAPE PLANS
LP9	LANDSCAPE DETAILS

PROJECT TEAM

OWNER/CLIENT:
RENAISSANCE BUSINESS PARK LLC
C/O NAI SOUTHCOAST
100 SW ALBANY AVE, SUITE 200
STUART FL, 34994

LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.747.6336

ARCHITECT:
TSARK ARCHITECTURE, LLC
1990 W. NEW HAVEN AVE, SUITE 306
MELBOURNE, FL 32904
321.241.6378

ENGINEER:
MBV ENGINEERING, INC
1835 20TH STREET
VERO BEACH, FL 32960
772.569.0035

SURVEYOR:
CULPEPPER & TERPENING INC
2980 S. 25TH ST.
FORT PIERCE, FL 34981
772.464.3537

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA; THE PORTION LYING IN SAID SECTION 19 BEING A PART OF LOTS 1, 2 AND 3 OF MODEL LAND COMPANY SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 63 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF SAID SECTION 18, ON AN ASSUMED BEARING, NORTH 01°18'34" EAST FOR 679.50 FEET; THENCE NORTH 88°41'26" WEST FOR 64.93 FEET TO THE POINT OF BEGINNING;

SAID POINT OF BEGINNING BEING ALSO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" WESTERLY, SOUTHWESTERLY AND SOUTHERLY FOR 62.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°18'34" WEST FOR 57.12 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 175.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°11'08", SOUTHWESTERLY FOR 156.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52°29'42" WEST FOR 207.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY FOR 62.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 37°30'18" EAST FOR 119.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°45'22" SOUTHEASTERLY FOR 4.02 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (STATE ROAD 70) AS IT NOW EXISTS PER O.R. BOOK 1260, PAGE 693; THENCE ALONG SAID R/W LINE SOUTH 52°29'46" WEST FOR 38.20 FEET THENCE NORTH 37°30'18" WEST FOR 117.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 96°09'28", NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY FOR 42.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 46°09'14" WEST FOR 62.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°36'22" SOUTHWESTERLY FOR 40.51 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°36'35" WEST FOR 548.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 75.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°06'53" SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY FOR 124.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 37°30'18" EAST FOR 94.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°15'36" SOUTHEASTERLY FOR 14.19 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID OKEECHOBEE ROAD, AS IT NOW EXISTS; THENCE ALONG SAID R/W LINE SOUTH 52°29'46" WEST FOR 72.00 FEET; THENCE NORTH 37°30'18" WEST FOR 158.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY FOR 47.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52°29'42" WEST FOR 315.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 95.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY FOR 149.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 37°30'18" EAST FOR 92.99 FEET TO ITS INTERSECTION WITH THE RIGHT-OF-WAY LINE OF SAID OKEECHOBEE ROAD, AS IT NOW EXISTS; THENCE ALONG SAID R/W LINE SOUTH 52°29'46" WEST FOR 48.64 FEET TO THE POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°11'46" NORTHWESTERLY FOR 8.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 37°30'18" WEST FOR 85.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 143.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°01'46" NORTHWESTERLY FOR 25.03 FEET TO A POINT OF REVERSE CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 150.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°14'55", NORTHWESTERLY AND WESTERLY FOR 128.93 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°43'27" WEST FOR 27.97 FEET POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 265.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°35'23", NORTHWESTERLY FOR 53.60 FEET TO A POINT; THENCE SOUTH 00°58'25" EAST, FOR A DISTANCE OF 220.67 FEET TO A POINT ON THE SOUTH LINE OF LOT 3, MODEL LAND COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 63, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°01'35" WEST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 138.10 FEET; THENCE SOUTH 24°09'29" WEST, FOR A DISTANCE OF 113.11 FEET; THENCE NORTH 37°01'11" WEST, FOR A DISTANCE OF 1405.41 FEET; THENCE NORTH 24°04'40" WEST, FOR A DISTANCE OF 157.05 FEET; THENCE NORTH 12°36'59" WEST, FOR A DISTANCE OF 1405.41 FEET; THENCE NORTH 89°10'37" EAST, FOR A DISTANCE OF 1017.51 FEET TO A POINT ON THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 00°55'57" WEST, ALONG SAID LINE FOR A DISTANCE OF 1,150.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 89°09'49" EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 1274.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARTMAN ROAD; THENCE SOUTH 01°18'34" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 539.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°43'53", NORTHWESTERLY FOR 18.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'26" WEST, FOR A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

AND LESS THE SEARS SITE, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA; THE PORTION LYING IN SAID SECTION 19 BEING A PART OF LOTS 2 AND 3 OF MODEL LAND COMPANY SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 63 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF SAID SECTION 18, ON AN ASSUMED BEARING, NORTH 01°18'34" EAST FOR 373.91 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION LINE OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (STATE ROAD 70); THENCE ALONG SAID EXTENSION AND ALONG SAID R/W LINE SOUTH 52°29'46" WEST FOR 105.89 FEET; THENCE NORTH 37°30'18" WEST FOR 279.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52°29'42" WEST FOR 653.41 FEET; THENCE NORTH 76°43'27" WEST FOR 5.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 229.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°13'09" NORTHWESTERLY FOR 156.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 37°30'18" WEST FOR 155.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 139.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°29'05" NORTHERLY FOR 59.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 13°01'13" WEST FOR 151.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 436.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°05'01" NORTHERLY FOR 114.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°06'14" WEST FOR 3.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 464.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°29'15" NORTHERLY FOR 125.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 12°36'59" WEST FOR 67.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 464.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°28'35" FOR 36.25 FEET; THENCE NORTH 52°29'42" EAST FOR 492.21 FEET; THENCE SOUTH 37°30'18" EAST FOR 607.53 FEET; THENCE SOUTH 82°30'18" EAST FOR 35.36 FEET; THENCE SOUTH 37°30'18" EAST FOR 193.84 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

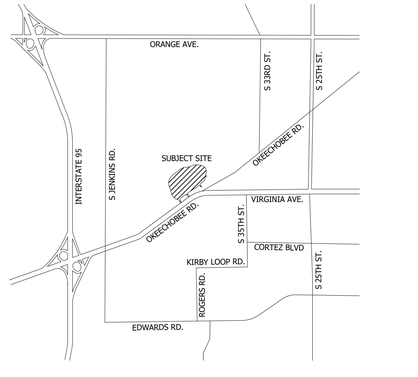
PARCEL ID: 2418-423-0001-000-5

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA; THE PORTION LYING IN SAID SECTION 19 BEING A PART OF LOT 3 OF MODEL LAND COMPANY SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3 AT PAGE 63 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE ALONG THE EAST LINE OF SAID SECTION 18, ON AN ASSUMED BEARING, NORTH 01°18'34" EAST FOR 373.91 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD (STATE ROAD 70) PER OFFICIAL RECORDS BOOK 1260, PAGE 698, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID EXTENSION SOUTH 52°29'46" WEST FOR 1707.20 FEET; THENCE SOUTH 30°57'51" EAST FOR 12.08 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3; THENCE ALONG SAID SOUTH LINE SOUTH 89°01'35 WEST FOR 235.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID LOT 3 SOUTH 89°01'35" WEST FOR 138.10 FEET TO ITS INTERSECTION WITH THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN O.R. BOOK 291 AT PAGES 1331 AND 1332 OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE FOR THE FOUR FOLLOWING COURSES: (1) NORTH 47°59'29" WEST FOR 113.11 FEET (2) NORTH 13°01'13" WEST FOR 581.68 FEET (3) NORTH 24°04'40" WEST FOR 157.05 FEET (4) NORTH 12°36'59" WEST FOR 1405.41 FEET TO THE TERMINATING POINT OF SAID FOURTH COURSE; THENCE NORTH 89°10'37" EAST FOR 1017.51 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE ALONG SAID EAST LINE SOUTH 00°55'34" WEST FOR 192.68 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER NORTH 89°09'49" EAST FOR 1274.66 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF HARTMAN ROAD, AS IT NOW EXISTS PER O.R. BOOK 1260, PAGE 697; SAID RIGHT-OF-WAY BEING PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 18; THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG SAID PARALLEL LINE SOUTH 01°18'34" WEST FOR 572.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 146°58'53" NORTHWESTERLY FOR 64.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 21°25'13" EAST FOR 16.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°24'50" NORTHERLY FOR 160.69 FEET TO A POINT OF COMPOUND CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 300.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°15'22", NORTHWESTERLY FOR 394.04 FEET TO POINT OF COMPOUND CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1,000.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°26'13" WESTERLY FOR 426.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 41°25'11" WEST FOR 21.59 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 114.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°01'51 FOR 49.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 58°53'20" WEST FOR 27.97 FEET TO A POINT OF CURVATURE OF CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°55'55", WESTERLY FOR 323.92 FEET TO POINT OF REVERSE CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°19'33" SOUTHWESTERLY FOR 325.73 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52°29'42" WEST FOR 505.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°06'41" SOUTHWESTERLY AND SOUTHERLY FOR 568.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 12°36'59" EAST FOR 67.47 FEET; TO POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 500 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°29'15" SOUTHERLY FOR 135.15 FEET TO A POINT OF TANGENCY; THENCE SOUTH 28°06'14" EAST FOR 3.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 400.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°05'01" FOR 105.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH 13°01'13" EAST FOR 151.85 FEET TO A POINT OF CURVATURE OF AND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°29'05", SOUTHEASTERLY FOR 74.78 FEET TO A POINT OF TANGENCY; THENCE SOUTH 37°30'18" EAST FOR 155.55 FEET TO A POINT OF CURVATURE OF CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 265.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°37'46", SOUTHEASTERLY FOR 127.79 FEET; THENCE SOUTH 00°58'25" EAST FOR 220.67 FEET TO THE POINT OF BEGINNING.

LOCATION MAP



Cover Page

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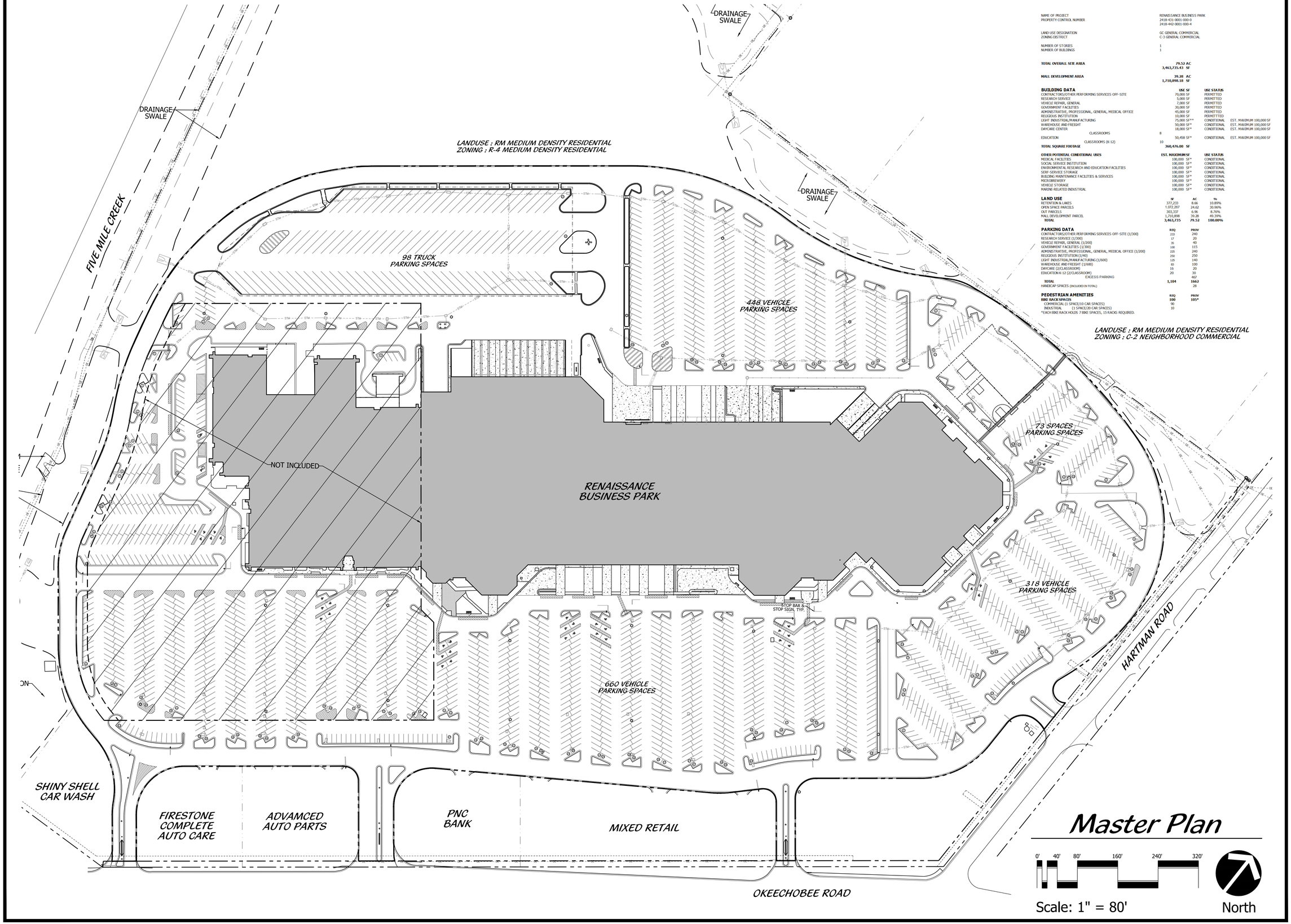
Renaissance Business Park
Fort Pierce, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	21-1018
DATE	11-04-21
REVISIONS	11-29-21
	12-22-21
	01-26-22

February 16, 2022 2:50:12 p.m.
Drawing: 21-1018 SP.DWG

SHEET 1 OF 4

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NAME OF PROJECT	RENAISSANCE BUSINESS PARK
PROPERTY CONTROL NUMBER	2418-431-0001-000-0 2418-442-0001-000-4
LAND USE DESIGNATION	GC GENERAL COMMERCIAL
ZONING DISTRICT	C-3 GENERAL COMMERCIAL
NUMBER OF STORIES	1
NUMBER OF BUILDINGS	1
TOTAL OVERALL SITE AREA	**79.52 AC** **3,463,735.43 SF**
MALL DEVELOPMENT AREA	**39.28 AC** **1,710,898.18 SF**

BUILDING DATA

	USE SF	USE STATUS	
CONTRACTORS/OTHER PERFORMING SERVICES OFF-SITE	70,000 SF	PERMITTED	
RESEARCH SERVICE	5,000 SF	PERMITTED	
VEHICLE REPAIR, GENERAL	7,000 SF	PERMITTED	
GOVERNMENT FACILITIES	30,000 SF	PERMITTED	
ADMINISTRATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE	45,000 SF	PERMITTED	
RELIGIOUS INSTITUTION	10,000 SF	PERMITTED	
LIGHT INDUSTRIAL/MANUFACTURING	75,000 SF**	CONDITIONAL	EST. MAXIMUM 100,000 SF
WAREHOUSE AND FREIGHT	50,000 SF*	CONDITIONAL	EST. MAXIMUM 100,000 SF
DAYCARE CENTER	18,000 SF*	CONDITIONAL	EST. MAXIMUM 100,000 SF
CLASSROOMS	8		
EDUCATION	50,458 SF*	CONDITIONAL	EST. MAXIMUM 100,000 SF
CLASSROOMS (K-12)	10		
TOTAL SQUARE FOOTAGE	**360,476.00 SF**		

OTHER POTENTIAL CONDITIONAL USES	**EST. MAXIMUM SF**	**USE STATUS**
MEDICAL FACILITIES	100,000 SF*	CONDITIONAL
SOCIAL SERVICE INSTITUTION	100,000 SF*	CONDITIONAL
ENVIRONMENTAL RESEARCH AND EDUCATION FACILITIES	100,000 SF*	CONDITIONAL
SEMI-SERVICE STORAGE	100,000 SF*	CONDITIONAL
BUILDING MAINTENANCE FACILITIES & SERVICES	100,000 SF*	CONDITIONAL
MICROORBISTRY	100,000 SF*	CONDITIONAL
VEHICLE STORAGE	100,000 SF*	CONDITIONAL
MARINE-RELATED INDUSTRIAL	100,000 SF*	CONDITIONAL

LAND USE

	SF	AC	%
RETENTION & LAKES	377,233	8.66	10.89%
OPEN SPACE PARCELS	1,072,287	24.62	30.96%
OUT PARCELS	303,327	6.96	8.76%
MALL DEVELOPMENT PARCEL	1,710,898	39.28	49.39%
TOTAL	**3,463,735**	**79.52**	**100.00%**

PARKING DATA

	REQ	PROV
CONTRACTORS/OTHER PERFORMING SERVICES OFF-SITE (1/300)	233	240
RESEARCH SERVICE (1/200)	17	20
VEHICLE REPAIR, GENERAL (1/200)	35	40
GOVERNMENT FACILITIES (1/300)	100	115
ADMINISTRATIVE, PROFESSIONAL, GENERAL, MEDICAL OFFICE (1/200)	225	240
RELIGIOUS INSTITUTION (1/40)	250	250
LIGHT INDUSTRIAL/MANUFACTURING (1/600)	125	140
WAREHOUSE AND FREIGHT (1/600)	83	100
DAYCARE (2/CLASSROOM)	16	20
EDUCATION K-12 (2/CLASSROOM)	20	30
EXCESS PARKING		407
TOTAL	**1,104**	**1662**
HANDICAP SPACES (INCLUDED IN TOTAL)		28

PEDESTRIAN AMENITIES	**REQ**	**PROV**
BIKE RACK SPACES	**100**	**105***
COMMERCIAL (1 SPACE/10 CAR SPACES)	90	
INDUSTRIAL (1 SPACE/20 CAR SPACES)	10	

*EACH BIKE RACK HOLDS 7 BIKE SPACES, 15 RACKS REQUIRED.

Master Plan

0' 40' 80' 160' 240' 320'

Scale: 1" = 80'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC26000535

Renaissance Business Park

Fort Pierce, Florida

DESIGNED	DEH
DRAWN	RO
APPROVED	DEH
JOB NUMBER	21-1018
DATE	11-04-21
REVISIONS	11-29-21
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	01-26-22

February 16, 2022 2:50:12 p.m.
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O'ROURKE
ENGINEERING & PLANNING

January 26, 2022

Ms. Jennifer Hofmeister
Planning Director
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RE: Renaissance Plaza

Dear Ms. Hofmeister:

O'Rourke Engineering has reviewed the comments presented at the DRC meeting for the Renaissance Plaza project, currently known at The Orange Blossom Mall. The comment was raised by the County that tenants allowed under the conditional use permit need to be reviewed to ensure there are not adverse traffic impacts. The Orange Blossom Mall has a Commercial Land Use designation and commercial zoning. The highest trip generators are permitted under that land use category. Typically, tenants in a mall are all retail and restaurant with some smaller areas designated for office or service.

Typical generation rates currently allowed include -

Retail Shopping Center; ITE Land Use Code 820 - 37.01 trips per 1,000 square feet- daily

- 0.84 trips per 1,000 sf – AM peak hour
- 3.40 trips per 1,000 sf – PM peak hour

Besides general retail other current uses on or recently on the site include -

Medical – Dental Office, ITE Land Use Code 720 - 36.0 trips per 1,000 square feet - daily

- 3.10 trips per 1,000 sf – AM peak hour
- 3.93 trips per 1,000 sf – PM Peak hour

Light Industrial; ITE Land Use Code 110 - 4.87 trips per 1,000 square feet – daily

- 0.74 trips per 1,000 sf – AM peak hour
- 0.65 trips per 1,000 sf – PM peak hour

Coffee Shop; ITE Land Use Code 936 - 533.57* trips per 1,000 square feet – daily

- 93.08 trips per 1,000 SF – AM peak hour
- 32.29 trips per 1,000 SF – PM Peak hour

The Conditional Use permit would allow additional uses such as -

Warehouse/Distribution; ITE Land Use Code 150 - 1.71 trips per 1,000 square feet – daily

- 0.17 trips per 1,000 sf – AM peak hour
- 0.18 trips per 1,000 sf – PM peak hour

22 SE Seminole Street | Stuart, FL 34994 | 772-781-7918 | SEORourke@comcast.net

Mini Warehouse; ITE Land Use Code 151 - 1.45 trips per 1,000 square feet – daily

- 0.09 trips per 1,000 sf – AM Peak hour
- 0.15 trips per 1,000 sf – PM peak hour

High Cube Fulfillment Center Warehouse – Sort
Last Mile Distribution; ITE Land Use code 155 - 6.44 trips per 1,000 square feet – daily

- 0.87 trips per 1,000 sf – AM peak hour
- 1.20 trips per 1,000 sf- PM peak hour

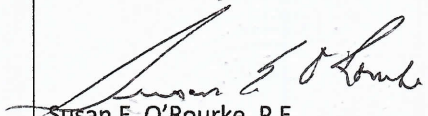
**Total daily trips for ITE Land Use Code 936 are not provided in ITE Trip Generation Manual 11th Edition, LU Code 937 used*

As shown, the trip rates for the uses that would be covered under the conditional use have lower trip generation rates than what is allowed without a conditional use. Therefore, the site as designed for the high intensity retail uses, will be sufficient to accommodate the uses with lower transportation impacts. Additional analyses are not needed at this time.

Respectfully Submitted,
O'Rourke Engineering & Planning



Susan E. O'Rourke, P.E.
President

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole Street Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 1/26/2022 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

December 17, 2021

Mr. Tom Kennedy
708.846.1751
www.primerockencap.com

Re: Renaissance Plaza

Dear Mr. Kennedy:

O'Rourke Engineering & Planning has completed the assessment of the traffic impacts associated with the Renaissance Plaza in Ft. Pierce. The assessment included a calculation of the trip generation associated with existing uses and the trip generation associated with the proposed uses.

Proposed Uses

The Renaissance Plaza under review consisted of 360,458 square feet of building. The proposed uses include: 60,000 square feet of general office; 25,000 square feet of Medical-Dental office space; 238,458 square feet of light industrial space, a multifamily housing (mid-rise) of 300 dwelling units, and a private school with up to 150 students.

Existing Uses

The Existing building size is the same 360,458 square feet. The interior leasable space may have been slightly smaller, but for trip generation purposes, the gross building area is used. The tenant mix has evolved from the standard shopping mall to a mix of school, church, office and medical office. Some of these spaces are currently vacant, but the overall values reflecting the recent tenant mix are: Shopping Center 292,958 square feet, General Office building 15,000 square feet, medical office building 15,000 square feet and Private school with approximately 500 students.

Table 1a, 1b and 1c summarize the trip generation associated with the Existing and Proposed uses. As shown, the existing uses represent a decrease in the traffic that is or has recently been located at the Renaissance Plaza. The proposed uses represent a decrease of 7,753 daily trips, 151 AM peak hour trips and 777 PM peak hour trips.

Parking

The existing parking lot is 1,953 parking spaces. The project proses to reduce the parking spaces to 1,662.

The parking demand for each proposed land use was calculated using the *ITE Parking Generation Manual 5th Edition*. **Table 2** summarize the parking demand associated with the proposed uses. As shown, the parking demand of the proposed land uses is lower than the proposed parking spaces. The parking demand calculated is 658 parking spaces, which is lower than the 1,662 parking spaces proposed by the project.

Conclusion

Based on the initial assessment, the development of the Renaissance Plaza will not increase traffic or parking demand from the center.

Respectfully submitted,
O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E., Inc.

Civil Engineer - Traffic

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips			Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	In	Out	Total
Shopping Center	820	292,958	Sft	T = 37.01(X)	50%	50%	5,421	5,421	10,842	107	15	122	5,314	5,406	10,720
General Office Building	710	15,000	Sft	Ln(T) = 0.87Ln(X) + 3.05	50%	50%	111	112	223	4	31	35	107	81	188
Medical-Dental Office	720	15,000	Sft	T = 42.97(X) - 108.01	50%	50%	268	269	537	11	76	87	257	193	450
School - Private School (K-12)	532	500	Sudents	T = 2.48(X)	50%	50%	620	620	1,240	-	-	-	620	620	1,240
TOTALS (Existing)							*6,420*	*6,422*	*12,842*	*122*	*122*	*244*	*6,298*	*6,300*	*12,598*
Multifamily Housing (Mid-Rise)	221	300	DU	T = 4.77(X) - 46.46	50%	50%	693	692	1,385	-	14	14	693	678	1,371
General Office Building	710	60,000	Sft	Ln(T) = 0.87Ln(X) + 3.05	50%	50%	372	372	744	6	-	6	366	372	738
Medical-Dental Office	720	25,000	Sft	T = 42.97(X) - 108.01	50%	50%	483	483	966	8	-	8	475	483	958
Light Industrial	110	238,458	Sft	T = 4.87(X)	50%	50%	580	581	1,161	-	-	-	580	581	1,161
School - Private School (K-8)	530	150	Sudents	T = 4.11(X)	50%	50%	309	308	617	-	-	-	309	308	617
TOTALS (Proposed)							*2,437*	*2,436*	*4,873*	*14*	*14*	*28*	*2,423*	*2,422*	*4,845*
TOTALS (Proposed - Existing)							**(3,983)**	**(3,986)**	**(7,969)**	**(108)**	**(108)**	**(216)**	**(3,875)**	**(3,878)**	**(7,753)**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips			Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	In	Out	Total
Shopping Center	820	292,958	Sft	T = 0.59(X) + 133.55	62%	38%	190	116	306	4	3	7	186	113	299
General Office Building	710	15,000	Sft	T = 0.86Ln(X) + 1.16	88%	12%	29	4	33	1	2	3	28	2	30
Medical-Dental Office	720	15,000	Sft	Ln(T) = 0.90Ln(X) + 1.34	79%	21%	35	9	44	2	2	4	33	7	40
School - Private School (K-12)	532	500	Sudents	T = 0.76(X) + 24.37	63%	37%	254	150	404	-	-	-	254	150	404
TOTALS (Existing)							*508*	*279*	*787*	*7*	*7*	*14*	*501*	*272*	*773*
Multifamily Housing (Mid-Rise)	221	300	DU	T = 0.44(X) - 11.61	23%	77%	28	92	120	-	2	2	28	90	118
General Office Building	710	60,000	Sft	T = 0.86Ln(X) + 1.16	88%	12%	95	13	108	1	-	1	94	13	107
Medical-Dental Office	720	25,000	Sft	Ln(T) = 0.90Ln(X) + 1.34	79%	21%	54	15	69	1	-	1	53	15	68
Light Industrial	110	238,458	Sft	T = 0.74(X)	88%	12%	155	21	176	-	-	-	155	21	176
School - Private School (K-8)	530	150	Sudents	Ln(T) = 0.95Ln(X) + 0.27	56%	44%	86	67	153	-	-	-	86	67	153
TOTALS (Proposed)							*418*	*208*	*626*	*2*	*2*	*4*	*416*	*206*	*622*
TOTALS (Proposed - Existing)							**(90)**	**(71)**	**(161)**	**(5)**	**(5)**	**(10)**	**(85)**	**(66)**	**(151)**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips			Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	In	Out	Total
Shopping Center	820	292,958	Sft	T =3.40(X)	48%	52%	*478*	*518*	*996*	*14*	*7*	*21*	*464*	*511*	*975*
General Office Building	710	15,000	Sft	Ln(T) = 0.83Ln(X) + 1.29	17%	83%	5	29	34	3	5	8	2	24	26
Medical-Dental Office	720	15,000	Sft	T = 4.07(X) - 3.17	30%	70%	17	41	58	4	9	13	13	32	45
School - Private School (K-12)	532	500	Sudents	T = 0.41(X) + 88.78	42%	58%	123	171	294	-	-	-	123	171	294
TOTALS (Existing)							*623*	*759*	*1,382*	*21*	*21*	*42*	*602*	*738*	*1,340*
Multifamily Housing (Mid-Rise)	221	300	DU	T = 0.39(X) + 0.34	61%	39%	71	46	117	3	2	5	68	44	112
General Office Building	710	60,000	Sft	Ln(T) = 0.83Ln(X) + 1.29	17%	83%	18	91	109	1	2	3	17	89	106
Medical-Dental Office	720	25,000	Sft	T = 4.07(X) - 3.17	30%	70%	30	69	99	1	1	2	29	68	97
Light Industrial	110	238,458	Sft	T = 0.65(X)	14%	86%	22	133	155	-	-	-	22	133	155
School - Private School (K-8)	530	150	Sudents	Ln(T) = 0.98Ln(X) - 0.38	47%	53%	44	49	93	-	-	-	44	49	93
TOTALS (Proposed)							*185*	*388*	*573*	*5*	*5*	*10*	*180*	*383*	*563*
TOTALS (Proposed - Existing)							**(438)**	**(371)**	**(809)**	**(16)**	**(16)**	**(32)**	**(422)**	**(355)**	**(777)**

Source: ITE 11th Edition Trip Generation Rates

Table 2 - Parking Generation

Table 2: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Parking Demand
Multifamily Housing (Mid-Rise)	220	300	DU	P = 0.82(X) - 20.37	226
General Office Building	710	60,000	Sft	P = 2.15(X) + 34.60	164
Medical-Dental Office	720	25,000	Sft	P = 3.34(X) - 5.21	78
Light Industrial	110	238,458	Sft	P = 2.15(X) + 34.60	146
School - Private School (K-8)	530	150	Sudents	Ln(P) = 0.94Ln(X) - 0.93	44
TOTALS (Proposed)					**658**

Source: Parking Generation Manual 5th Edition



A2

A1 SOUTH ELEVATION

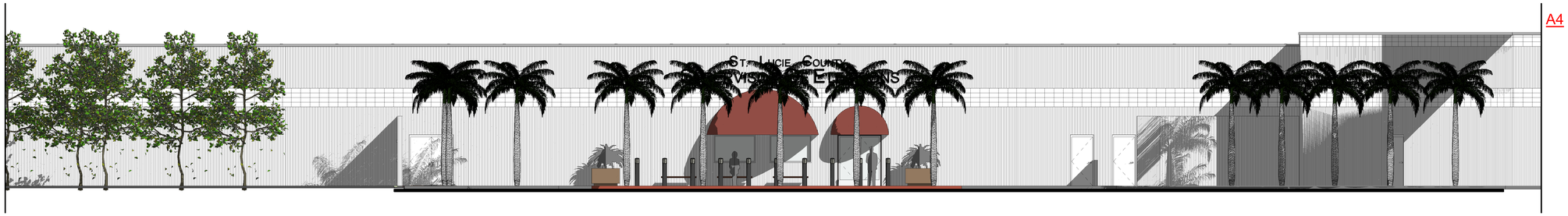
A1



A3

A2 SOUTH ELEVATION

A2



A4

A3 SOUTH ELEVATION

A3



B1

A4 SOUTH ELEVATION

SW7005

Sherwin Williams Super Paint
Wall color - Commercial White Flat
Door and Frame color - Commercial White Semi-Gloss

All paint colors based on Sherwin Williams

Storefont Frames - Dark Bronze



KEY PLAN

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PRIMEROCK

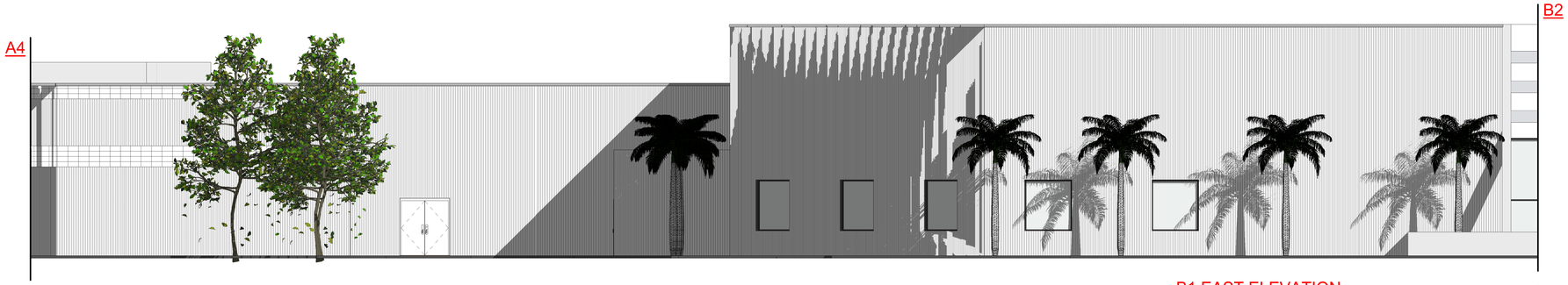
Renaissance Business Center

4146 Okeechobee Road,
Fort Pierce, Florida 34970
Project No.: 21257

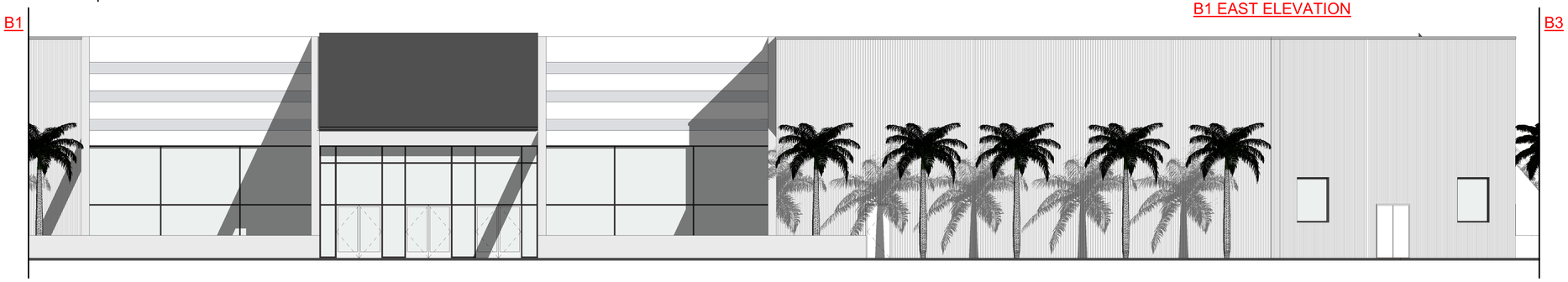
SOUTH ELEVATIONS

DATE:	2-16-22
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REVISION:	
SCALE	As indicated

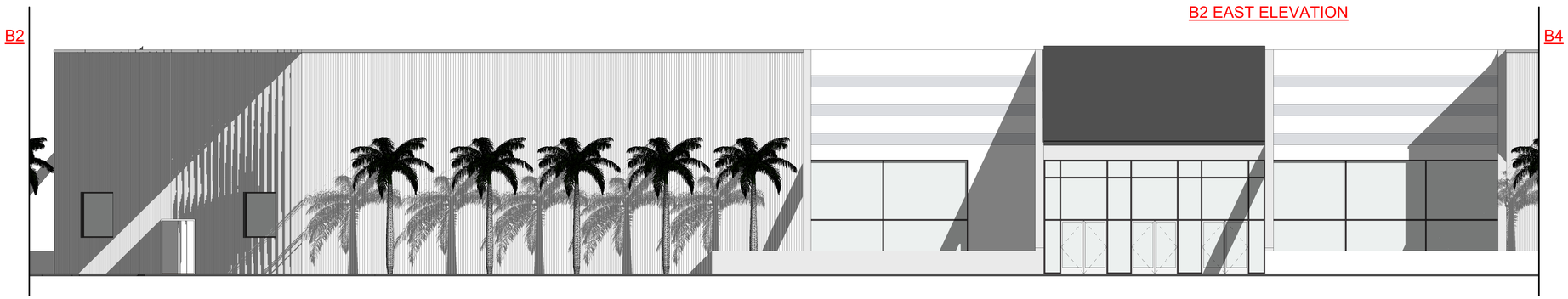
A



B1 EAST ELEVATION



B2 EAST ELEVATION



B3 EAST ELEVATION



B4 EAST ELEVATION

SW7005

Sherwin Williams Super Paint
Wall color - Commercial White Flat
Door and Frame color - Commercial White Semi-Gloss

All paint colors based on Sherwin Williams

Storefont Frames - Dark Bronze



KEY PLAN

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PRIMEROCK

Renaissance Business Center

4146 Okeechobee Road,
Fort Pierce, Florida 34970
Project No.: 21257

EAST ELEVATIONS

DATE:	2-16-22
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REVISION:	
SCALE	As indicated

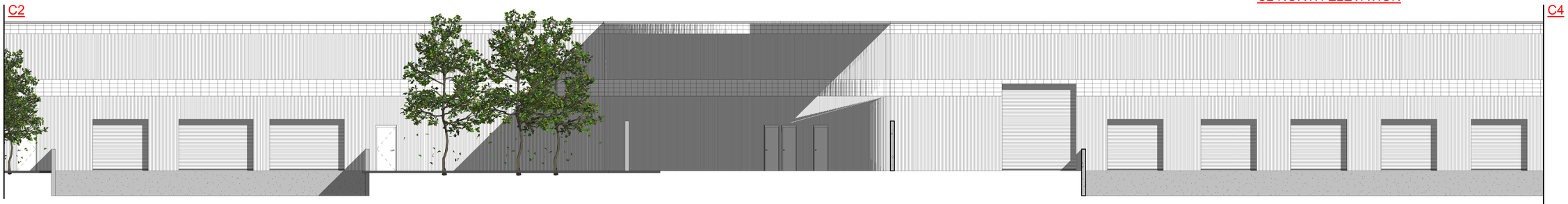
B



C1 NORTH ELEVATION



C2 NORTH ELEVATION



C3 NORTH ELEVATION



C4 NORTH ELEVATION

SW7005

Sherwin Williams Super Paint
Wall color - Commercial White Flat
Door and Frame color - Commercial White Semi-Gloss

All paint colors based on Sherwin Williams

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PRIMEROCK

Renaissance Business Center

4146 Okeechobee Road,
Fort Pierce, Florida 34970
Project No.: 21257

NORTH ELEVATIONS

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SCALE	As indicated

C

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PRIMEROCK

Renaissance Business Park

Conditional Use Application

We are seeking approval to permit the list of uses set forth in the cover letter:

- Light Industrial Service/Manufacturing
- Warehouse and Freight
- Environmental Research and Education Facilities
- Day Care Center (Adult/Child)
- College or University
- Education (Elementary, Middle, High School, College/University)
- Medical Facilities
- Social Service Institution
- Self-Service Storage
- Building Maintenance Facilities And Services
- Microbrewery
- Marine-Related Industrial
- Vehicle Storage

Project Narrative

All we are seeking at this time is conditional use approval of the list of uses set forth above. However, in future phases detailed below, we will be making additional improvements to the property.

Phase 1 – Commercial Re-use of Existing Building

Prime Rock is completely renovating the existing business center building into a world-class business park, continuing with flex, social services, education and small businesses who need offices, work shops, and warehouse. The facade, entrances, landscaping, roofing and full interiors are currently being renovated. The street scape is being upgraded and maintained including signage, landscaped areas, and overall appeal.

- Recent economic changes have generated significant increased demand for small-to medium-sized flex spaces where growing businesses can have offices, workshop, and warehouse all in one location.
- Renaissance Business Park's location and building structure lends itself well to 4,000 to 45,000 square foot tenants, a significantly underserved market
- Prime Rock will build out over 300,000 square feet of space within the building to accommodate an estimated 600 new jobs and multiple businesses serving Fort Pierce and St. Lucie County.
- The entire site will be upgraded to create a first-class campus feel

Phase 2 – Multifamily Development

- We will take the second lot through full land development approvals for multifamily housing to the North of the existing building.
- Development will include full site engineering to accommodate the buildings and deal with drainage, site access, fire and safety etc.

- The buildings will be modern garden style apartments that blend in well with and complement the natural features of the northern portion of the site.

Phase 3 – Additional Commercial Buildings

- We will take excess acreage in the parking lot through land development to create a small business campus around the Renaissance building consisting of smaller professional buildings, and or restaurants.
- Each site will be appropriately engineered, landscaped professionally, and tie into the overall business park

SBPRO Commercial LED Area Luminaires

STARBRIGHT LIGHTING USA

Project:	
Type:	
Catalog #:	



STANDARD

cULus · DLC PREMIUM · FCC · WET · IP66 · 6kV Surge Protection

FEATURES

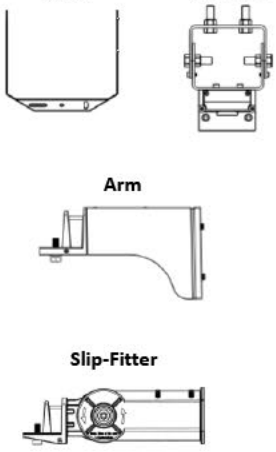
- *Available in 4000k (neutral white) and 5000k (cool white) color temperatures.**
- *Long-life LEDs provide 149,000 hours of operation with at least 70% of initial lumen output (L_{70}), and 44,000 hours with at least 90% of initial lumen output (L_{90}).***
- *LED chromaticity based on ≤ 6-step ANSI quadrangles.*
- *LED color maintenance ≤ 0.002 chromaticity shift (Δu'v') over the initial 6,000 hours of operation.*
- *Provides a range of 13,000 to 39,000 nominal lumens and draws 100-300 nominal watts.**
- *IES roadway distributions include types III & V.*
- *Universal 120-277V (50/60Hz) or 277-480V (50/60Hz) AC voltage with 6-foot incoming power cords.*
- *1-10vdc dimming drivers, which provide continuous dimming to 10% of maximum lumen output, are standard.*
- *Watertight, compression-type electrical connectors.*
- *Power factor ≥ 0.90.*
- *Total harmonic distortion ≤ 20%.*
- *Color rendering index (R_a) > 80. Red color rendering > 6.*
- *Optional NEMA photocell receptables & photocells.*
- *Die cast aluminum housing with dark bronze powder coat finish.*
- *PMMA lens.*
- *Bullhorns & wall mounts available. See page 3.*
- *Easy installation in new construction or retrofit.*

** Contact factory for other color temperatures and lumen packages.*
*** L_{70} hours are IES TM-21-11 calculated hours.*

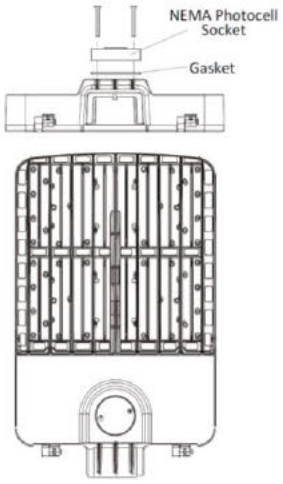
WARRANTY & LISTINGS

- *cULus listed for wet locations in ambient temperatures from -40°C to 45°C (-40°F to 113°F).*
- *DLC premium approved.*
- *Rated for 3G vibration.*
- *Lenses are rated IK10.*
- *Input transient surge protection (6kV).*
- *Complies with FCC Part 15, class B.*
- *IP66 rated for ingress protection.*
- *5-year warranty of all electronics and housing.*

MOUNTING OPTIONS



NEMA PHOTOCELL



ORDERING INFORMATION

Example: SBPRO-20L-5K-T3-P

Series	Lumen Output		Color Temperature		Distribution		Input Voltage	
SBPRO	13L	13,000	4K	4000k	T3	Type III	Blank	120-277
	20L	20,000	5K	5000k	T5	Type V	UNC	277-480
	26L	26,000						
	31L	31,000						
	39L	39,000						

UNC = 31L & 39L models only

NEMA Photocell Receptacle*	
Blank	No receptacle
P	3-pin NEMA photocell receptable

*NEMA photocell sold separately: JL-205C23-IP65

Mounting Means (One Required - Order Separately)	
SBPRO-ARM-S	Arm mount, square poles
SBPRO-ARM-R	Arm mount, round poles
SBPRO-SF	Slip-fitter mount
SBPRO-TM	Trunnion mount
SBPRO-YM	Yoke mount

HUDSON LED TECHNOLOGY / HUDSON, OH USA / 800.614.1925 / INFO@HUDSONLED.COM

Revision 1.2 – 9/22/21

ELECTRICAL DATA

Model	Color Temp.	CRI [1]	Luminaire Lumens	Luminaire Watts	Lumens Per Watt	Input Voltage [2]	Input Current (A) 120V	Input Current (A) 240V 277V	Input Current (A) 277V 480V	Power Factor	THD [3]	L_{70} Hours [4]
SBPRO-13L-4K-T3	4000k	> 80	13,333	99	135	120-277	0.82	0.41	0.36	> 90%	< 20%	149,000
SBPRO-13L-5K-T3	5000k	> 80	13,420	99	136	120-277	0.82	0.41	0.36	> 90%	< 20%	149,000
SBPRO-13L-4K-T5	4000k	> 80	13,268	99	134	120-277	0.82	0.41	0.36	> 90%	< 20%	149,000
SBPRO13L-5K-T5	5000k	> 80	13,470	100	135	120-277	0.83	0.42	0.36	> 90%	< 20%	149,000
SBPRO-20L-4K-T3	4000k	> 80	19,515	148	132	120-277	1.24	0.62	0.54	> 90%	< 20%	149,000
SBPRO20L-5K-T3	5000k	> 80	20,024	147	137	120-277	1.22	0.61	0.53	> 90%	< 20%	149,000
SBPRO-20L-4K-T5	4000k	> 80	19,605	149	132	120-277	1.24	0.62	0.54	> 90%	< 20%	149,000
SBPRO-20L-5K-T5	5000k	> 80	19,843	148	134	120-277	1.23	0.62	0.54	> 90%	< 20%	149,000
SBPRO-26L-4K-T3	4000k	> 80	26,082	203	129	120-277	1.69	0.84	0.73	> 90%	< 20%	149,000
SBPRO-26L-5K-T3	5000k	> 80	26,305	203	129	120-277	1.69	0.85	0.73	> 90%	< 20%	149,000
SBPRO-26L-4K-T5	4000k	> 80	26,040	202	129	120-277	1.68	0.84	0.73	> 90%	< 20%	149,000
SBPRO-26L-5K-T5	5000k	> 80	26,343	203	130	120-277	1.69	0.85	0.73	> 90%	< 20%	149,000
SBPRO-31L-4K-T3	4000k	> 80	30,273	232	131	120-277	1.93	0.97	0.84	> 90%	< 20%	149,000
SBPRO-31L-5K-T3	5000k	> 80	31,324	230	136	120-277	1.92	0.96	0.83	> 90%	< 20%	149,000
SBPRO-31L-4K-T5	4000k	> 80	31,298	232	135	120-277	1.93	0.97	0.84	> 90%	< 20%	149,000
SBPRO-31L-5K-T5	5000k	> 80	32,395	240	135	120-277	2.00	1.00	0.87	> 90%	< 20%	149,000
SBPRO-39L-4K-T3	4000k	> 80	39,480	297	133	120-277	2.47	1.24	1.07	> 90%	< 20%	149,000
SBPRO-39L-5K-T3	5000k	> 80	39,587	287	138	120-277	2.39	1.20	1.04	> 90%	< 20%	149,000
SBPRO-39L-4K-T5	4000k	> 80	39,577	297	133	120-277	2.47	1.24	1.07	> 90%	< 20%	149,000
SBPRO-39L-5K-T5	5000k	> 80	39,814	288	138	120-277	2.40	1.20	1.04	> 90%	< 20%	149,000
SBPRO-31L-4K-T3-UNC	4000k	> 80	30,100	234	129	277-480	N/A	0.84	0.49	> 90%	< 20%	149,000
SBPRO-31L-5K-T3-UNC	5000k	> 80	30,617	231	133	277-480	N/A	0.83	0.48	> 90%	< 20%	149,000
SBPRO-31L-4K-T5-UNC	4000k	> 80	30,912	234	132	277-480	N/A	0.84	0.49	> 90%	< 20%	149,000
SBPRO-31L-5K-T5-UNC	5000k	> 80	31,614	231	137	277-480	N/A	0.83	0.48	> 90%	< 20%	149,000
SBPRO-39L-4K-T3-UNC	4000k	> 80	39,880	311	128	277-480	N/A	1.12	0.65	> 90%	< 20%	149,000
SBPRO-39L-5K-T3-UNC	5000k	> 80	40,431	307	132	277-480	N/A	1.11	0.64	> 90%	< 20%	149,000
SBPRO-39L-4K-T5-UNC	4000k	> 80	40,155	311	129	277-480	N/A	1.12	0.65	> 90%	< 20%	149,000
SBPRO-39L-5K-T5-UNC	5000k	> 80	40,705	307	133	277-480	N/A	1.11	0.64	> 90%	< 20%	149,000

[1] Color rendering index.

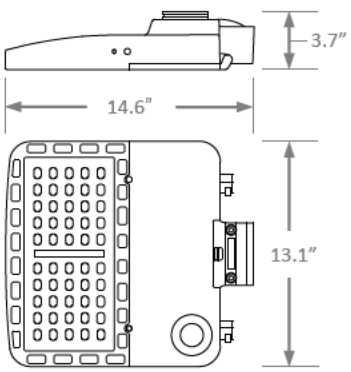
[2] All 50-60Hz.

[3] Total harmonic distortion.

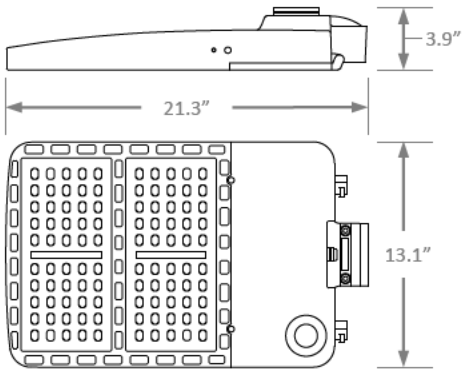
[4] L_{70} refers to the number of hours at which lumen output declines to 70% of the initial level. L_{70} hours are IES TM-21-11 calculated hours.

DIMENSIONS

13L, 20L, & 26L models (12 lbs)



31L & 39L models (17 lbs)



EFFECTIVE PROJECTED AREAS (EPA's)

13L, 20L, & 26L

Front = 0.3 square feet
Side = 0.3 square feet
Face = 1.2 square feet

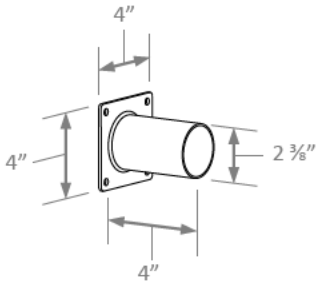
31L & 39L

Front = 0.3 square feet
Side = 0.3 square feet
Face = 1.9 square feet

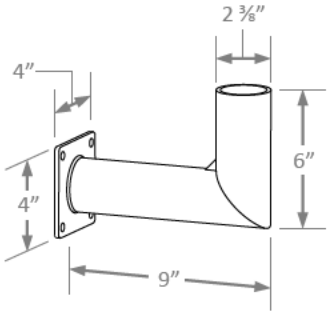
STAR BRIGHT LIGHTING USA

MOUNTING ACCESSORIES

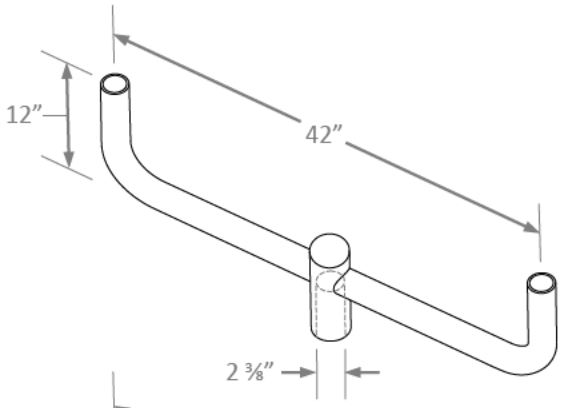
Wall Mount Bracket
SBPRO-WMB



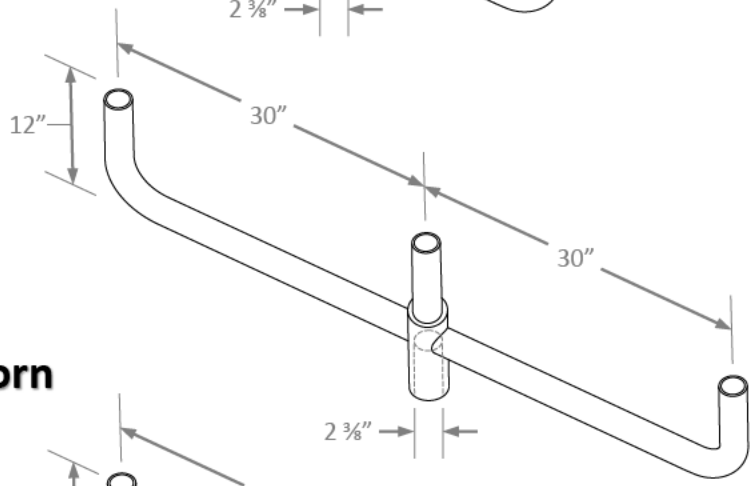
Wall Mount Bracket, 90°
SBPRO-WMB90



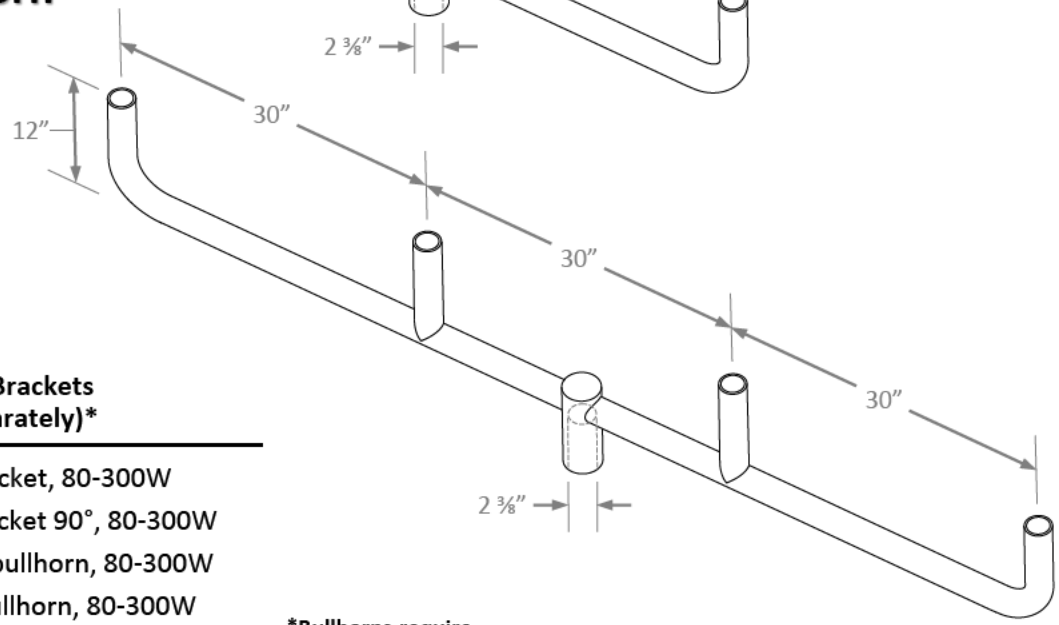
Double 180° Bullhorn Mounting Bracket
SBPRO-D180BH



Triple 180° Bullhorn Mounting Bracket
SBPRO-T180BH



Quadruple 180° Bullhorn Mounting Bracket
SBPRO-Q180BH



Mounting Brackets (Order Separately)*	
SBPRO-WMB	Wall Bracket, 80-300W
SBPRO-WMB90	Wall bracket 90°, 80-300W
SBPRO-D180BH	Double bullhorn, 80-300W
SBPRO-T180BH	Triple bullhorn, 80-300W
SBPRO-Q180BH	Quadruple bullhorn, 80-300W

***Bullhorns require slip-fitter mount**

PHOTOMETRIC DATA

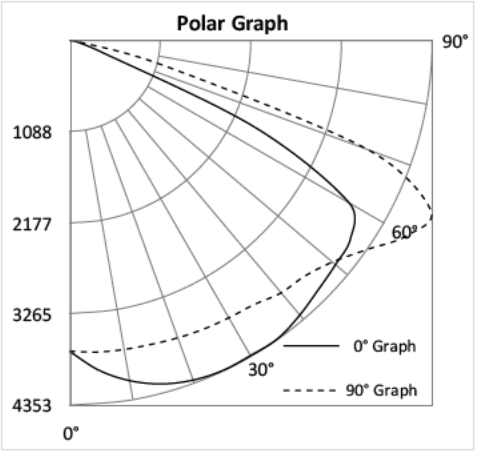
SBPRO-13L-4K-T3

Luminaire Data

Description	Multi Purpose Area Light 13L, 4K
Total Lumens	13,333
Input Wattage	99
Efficacy (lm/W)	135
Max. Cd.	5039.02 (67.5H, 65V)
IES Classification	Type III
Longitudinal Classification	Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	1,722	12.9%
FM	30-60	4,868	36.5%
FH	60-80	2,218	16.6%
FVH	80-90	18	0.1%
BL	0-30	1,258	9.4%
BM	30-60	2,491	18.7%
BH	60-80	735	5.5%
BVH	80-90	22	0.2%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		13,333	100.0%
BUG Rating		B3-U0-G2	



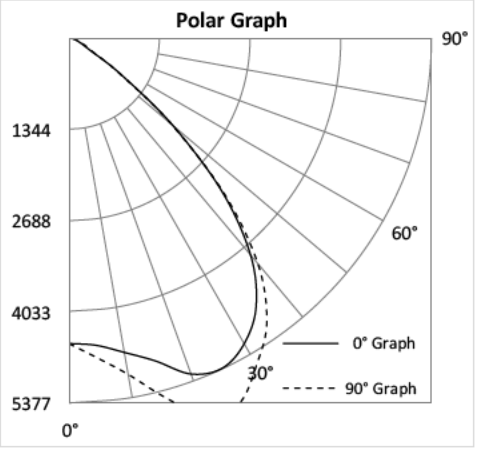
SBPRO-13L-4K-T5

Luminaire Data

Description	Multi Purpose Area Light 13L, 4K
Total Lumens	13,268
Input Wattage	99
Efficacy (lm/W)	134
Max. Cd.	6871.1 (135H, 28V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	2,247	16.9%
FM	30-60	3,956	29.8%
FH	60-80	220	1.7%
FVH	80-90	14	0.1%
BL	0-30	2,296	17.3%
BM	30-60	4,270	32.2%
BH	60-80	246	1.9%
BVH	80-90	18	0.1%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		13,268	100.0%
BUG Rating		B3-U0-G1	



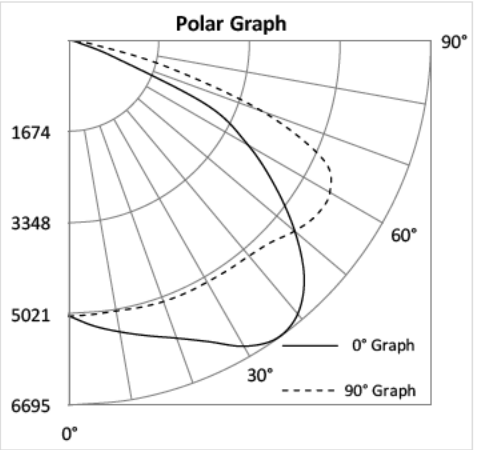
SBPRO-20L-4K-T3

Luminaire Data

Description	Multi Purpose Area Light 20L, 4K
Total Lumens	19,515
Input Wattage	148
Efficacy (lm/W)	132
Max. Cd.	6703.88 (360H, 36V)
IES Classification	Type III
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	2,368	12.1%
FM	30-60	6,766	34.7%
FH	60-80	3,075	15.8%
FVH	80-90	104	0.5%
BL	0-30	1,878	9.6%
BM	30-60	3,792	19.4%
BH	60-80	1,460	7.5%
BVH	80-90	73	0.4%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		19,515	100.0%
BUG Rating		B3-U0-G3	



PHOTOMETRIC DATA

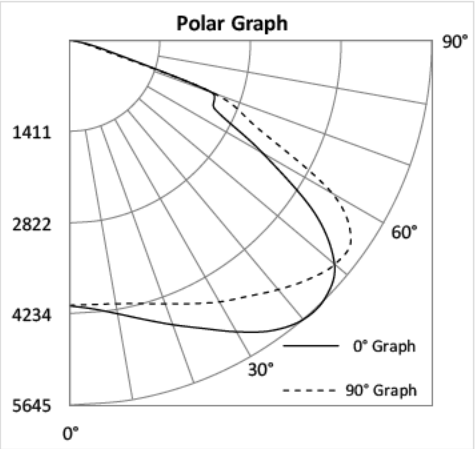
SBPRO20L-4K-T5

Luminaire Data

Description	Multi Purpose Area Light 20L, 4K
Total Lumens	19,605
Input Wattage	149
Efficacy (lm/W)	132
Max. Cd.	5660.15 (360H, 42V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	1,936	9.9%
FM	30-60	5,865	29.9%
FH	60-80	1,997	10.2%
FVH	80-90	64	0.3%
BL	0-30	1,884	9.6%
BM	30-60	5,810	29.6%
BH	60-80	1,971	10.1%
BVH	80-90	78	0.4%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		19,605	100.0%
BUG Rating		B4-U0-G2	



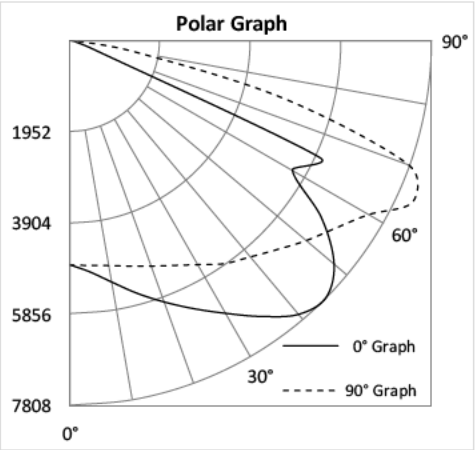
SBPRO-26L-4K-T3

Luminaire Data

Description	Multi Purpose Area Light 26L, 4K
Total Lumens	26,082
Input Wattage	203
Efficacy (lm/W)	129
Max. Cd.	8473.64 (270H, 67V)
IES Classification	Type III
Longitudinal Classification	Medium

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	2,378	9.1%
FM	30-60	8,125	31.1%
FH	60-80	4,481	17.2%
FVH	80-90	216	0.8%
BL	0-30	2,074	8.0%
BM	30-60	5,769	22.1%
BH	60-80	2,990	11.5%
BVH	80-90	48	0.2%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		26,082	100.0%
BUG Rating		B4-U0-G4	



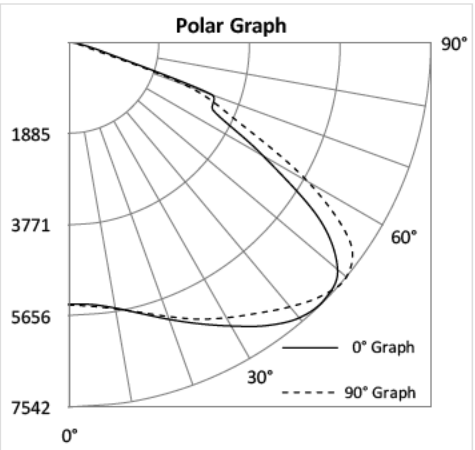
SBPRO-26L-4K-T5

Luminaire Data

Description	Multi Purpose Area Light 26L, 4K
Total Lumens	26,040
Input Wattage	202
Efficacy (lm/W)	129
Max. Cd.	7547.23 (360H, 43V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	2,549	9.8%
FM	30-60	7,874	30.2%
FH	60-80	2,602	10.0%
FVH	80-90	101	0.4%
BL	0-30	2,574	9.9%
BM	30-60	7,818	30.0%
BH	60-80	2,434	9.3%
BVH	80-90	89	0.3%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		26,040	100.0%
BUG Rating		B4-U0-G2	



PHOTOMETRIC DATA

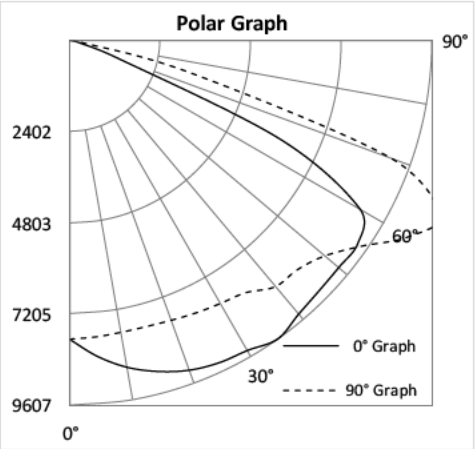
SBPRO-31L-4K-T3

Luminaire Data

Description	Multi Purpose Area Light 31L, 4K
Total Lumens	30,273
Input Wattage	232
Efficacy (lm/W)	131
Max. Cd.	11752.82 (292.5H, 62V)
IES Classification	Type III
Longitudinal Classification	Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	3,696	12.2%
FM	30-60	10,941	36.1%
FH	60-80	5,383	17.8%
FVH	80-90	53	0.2%
BL	0-30	2,791	9.2%
BM	30-60	5,690	18.8%
BH	60-80	1,657	5.5%
BVH	80-90	62	0.2%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		30,273	100.0%
BUG Rating		B4-U0-G3	



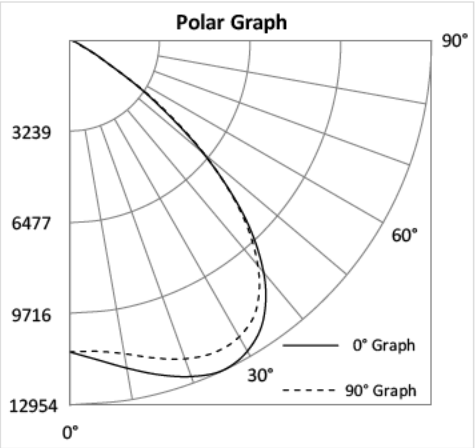
SBPRO-31L-4K-T5

Luminaire Data

Description	Multi Purpose Area Light 31L, 4K
Total Lumens	31,298
Input Wattage	232
Efficacy (lm/W)	135
Max. Cd.	14130.88 (315H, 33V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	5,318	17.0%
FM	30-60	10,291	32.9%
FH	60-80	554	1.8%
FVH	80-90	27	0.1%
BL	0-30	4,983	15.9%
BM	30-60	9,599	30.7%
BH	60-80	500	1.6%
BVH	80-90	26	0.1%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		31,298	100.0%
BUG Rating		B5-U0-G1	



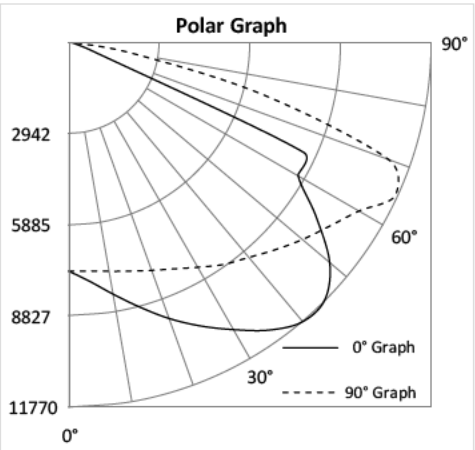
SBPRO-39L-4K-T3

Luminaire Data

Description	Multi Purpose Area Light 39L, 4K
Total Lumens	39,480
Input Wattage	297
Efficacy (lm/W)	133
Max. Cd.	12478.89 (270H, 67V)
IES Classification	Type III
Longitudinal Classification	Medium

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	3,716	9.4%
FM	30-60	12,304	31.2%
FH	60-80	6,608	16.7%
FVH	80-90	354	0.9%
BL	0-30	3,104	7.9%
BM	30-60	8,566	21.7%
BH	60-80	4,733	12.0%
BVH	80-90	95	0.2%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		39,480	100.0%
BUG Rating		B5-U0-G4	



PHOTOMETRIC DATA

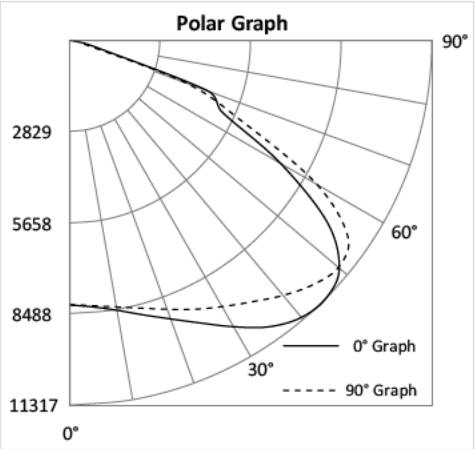
SBPRO-39L-4K-T5

Luminaire Data

Description	Multi Purpose Area Light 39L, 4K
Total Lumens	39,577
Input Wattage	297
Efficacy (lm/W)	133
Max. Cd.	11321.97 (360H, 44V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	3,813	9.6%
FM	30-60	11,770	29.7%
FH	60-80	4,160	10.5%
FVH	80-90	124	0.3%
BL	0-30	3,749	9.5%
BM	30-60	11,692	29.5%
BH	60-80	4,121	10.4%
BVH	80-90	147	0.4%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		39,577	100.0%
BUG Rating		B5-U0-G2	



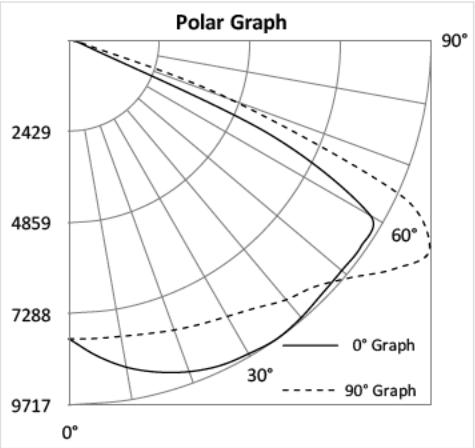
SBPRO-31L-4K-T3-UNC

Luminaire Data

Description	Multi Purpose Area Light 31L, 4K
Total Lumens	30,100
Input Wattage	234
Efficacy (lm/W)	129
Max. Cd.	12417.05 (67.5H, 64V)
IES Classification	Type III
Longitudinal Classification	Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	3,757	12.5%
FM	30-60	11,283	37.5%
FH	60-80	5,113	17.0%
FVH	80-90	46	0.2%
BL	0-30	2,846	9.5%
BM	30-60	5,557	18.5%
BH	60-80	1,448	4.8%
BVH	80-90	50	0.2%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		30,100	100.0%
BUG Rating		B4-U0-G3	



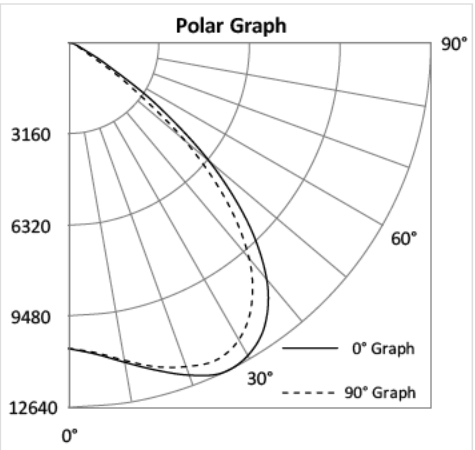
SBPRO-31L-4K-T5-UNC

Luminaire Data

Description	Multi Purpose Area Light 31L, 4K
Total Lumens	30,912
Input Wattage	234
Efficacy (lm/W)	132
Max. Cd.	13822.08 (45H, 33V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	5,129	16.6%
FM	30-60	10,202	33.0%
FH	60-80	616	2.0%
FVH	80-90	34	0.1%
BL	0-30	4,935	16.0%
BM	30-60	9,466	30.6%
BH	60-80	499	1.6%
BVH	80-90	31	0.1%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		30,912	100.0%
BUG Rating		B5-U0-G1	



PHOTOMETRIC DATA

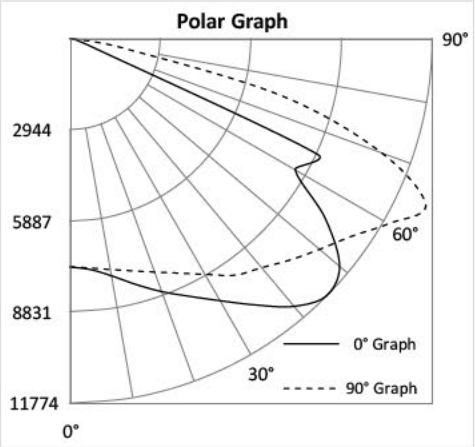
SBPRO-39L-4K-T3-UNC

Luminaire Data

Description	Multi Purpose Area Light 39L, 4K
Total Lumens	39,880
Input Wattage	311
Efficacy (lm/W)	128
Max. Cd.	13216.58 (270H, 68V)
IES Classification	Type III
Longitudinal Classification	Medium

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	3,521	8.8%
FM	30-60	12,191	30.6%
FH	60-80	6,880	17.3%
FVH	80-90	365	0.9%
BL	0-30	3,248	8.1%
BM	30-60	9,062	22.7%
BH	60-80	4,533	11.4%
BVH	80-90	81	0.2%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		39,880	100.0%
BUG Rating		B5-U0-G4	



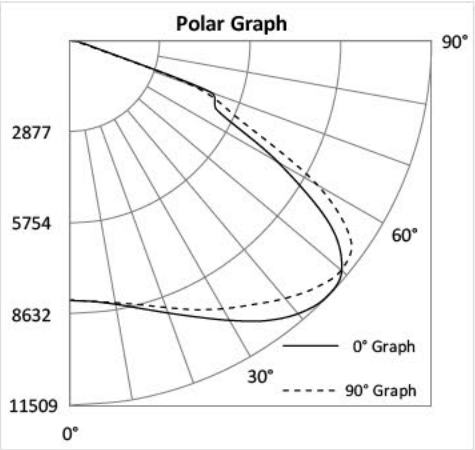
SBPRO-39L-4K-T5-UNC

Luminaire Data

Description	Multi Purpose Area Light 39L, 4K
Total Lumens	40,155
Input Wattage	311
Efficacy (lm/W)	129
Max. Cd.	11602.39 (180H, 45V)
IES Classification	Type VS
Longitudinal Classification	Very Short

Luminaire Classification Systems (LCS)

LCS Zone		Lumens	%Lum
FL	0-30	3,806	9.5%
FM	30-60	11,968	29.8%
FH	60-80	4,145	10.3%
FVH	80-90	127	0.3%
BL	0-30	3,830	9.5%
BM	30-60	12,006	29.9%
BH	60-80	4,110	10.2%
BVH	80-90	162	0.4%
UL	90-100	0	0.0%
UH	100-180	0	0.0%
Total		40,155	100.0%
BUG Rating		B5-U0-G2	



PRIMEROCK
Renaissance Business Park

FOLLOWUP COMMENTS PROVIDED AFTER TRC MEETING

Fort Pierce Planning

- Please provide a justification statement for the uses proposed as Conditional Uses on letterhead.
    - See attached justification on letterhead.
- Any substantive modifications to the elevations of the building will need to be included with the Site Plan (Development and Design Review), which is separate from the DPCR review but a part of the Conditional Use Approval application. If that is the case, colored renderings are required.
    - As discussed at February 3rd meeting, this is now part of the DPCR permit review process.
- Please provide in the site data on the site plan which uses are permitted and which are conditional. Please include the square footage for each use (if the tenant is not known please assume the maximum square footage anticipated) and identify them on the floor plan shown below that was provided with the original TRC application. Should changes be required, please update.
    - See updated site plan and floor plan attached.
- Please provide the number of required, provided, and any excess parking for each use in the site data on the site plan. Please identify where vehicle parking and truck parking will be provided on the site plan.
    - See updated site plan attached.
- Any auxiliary uses that extend outside of the building need to be identified as to which bay they are servicing. Please note, should any of the auxiliary uses proposed, including truck wells, be associated with a Conditional Use, they will require a Conditional Use Approval.
    - See page 2 of attached floor plan.
- A certified letter of completion by a landscape architect and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
    - As we understand from our meeting on February 3rd, this would no longer be required as part of the Conditional Use Process.

PREVIOUSLY ADDRESSED TRC MEETING COMMENTS

Fort Pierce Planning

- Please provide a justification statement for the uses proposed and how they meet the intent of the Conditional Use approval process. These uses must correspond to the Traffic Analysis provided.
    - According to Section 125-236 of the City Code, “the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the

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- FPUA W/WW Engineering: Phase 1: Approved as noted:
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- Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com
    - Submitted
- Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
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- A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
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    - Noted
- Advisory: the county and FDOT have had past conversations regarding evaluation and potential access changes at the entrances to this site. Future conditions may result in reallocating the full turning access connections and signalization.
    - Noted

PRIMEROCK
Renaissance Business Park

FOLLOWUP COMMENTS PROVIDED AFTER TRC MEETING

Fort Pierce Planning

- Please provide a justification statement for the uses proposed as Conditional Uses on letterhead.
    - See attached justification on letterhead.
- Any substantive modifications to the elevations of the building will need to be included with the Site Plan (Development and Design Review), which is separate from the DPCR review but a part of the Conditional Use Approval application. If that is the case, colored renderings are required.
    - As discussed at February 3rd meeting, this is now part of the DPCR permit review process.
- Please provide in the site data on the site plan which uses are permitted and which are conditional. Please include the square footage for each use (if the tenant is not known please assume the maximum square footage anticipated) and identify them on the floor plan shown below that was provided with the original TRC application. Should changes be required, please update.
    - See updated site plan and floor plan attached.
- Please provide the number of required, provided, and any excess parking for each use in the site data on the site plan. Please identify where vehicle parking and truck parking will be provided on the site plan.
    - See updated site plan attached.
- Any auxiliary uses that extend outside of the building need to be identified as to which bay they are servicing. Please note, should any of the auxiliary uses proposed, including truck wells, be associated with a Conditional Use, they will require a Conditional Use Approval.
    - See page 2 of attached floor plan.
- A certified letter of completion by a landscape architect and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.
    - As we understand from our meeting on February 3rd, this would no longer be required as part of the Conditional Use Process.

PREVIOUSLY ADDRESSED TRC MEETING COMMENTS

Fort Pierce Planning

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