



TO: TECHNICAL REVIEW COMMITTEE

THROUGH: KEVIN FREEMAN, PLANNING DIRECTOR

FROM: MARIA LEWICKA, AICP, HISTORIC PRESERVATION PLANNER

RE: **CONDITIONAL USE – NO NEW CONSTRUCTION**
326 SOUTH 2ND STREET
TECHNICAL REVIEW PROJECT# 22-04000006

DATE: NOVEMBER 3, 2022

Conditional Use Application – 326 S 2nd Street
Parcel ID: 2410-808-0006-000-7

Attached is an Application for Conditional Use submitted by Michael Menard, Architectonic Inc., to convert the existing office building back to single family residence including:

- Extension of the back porch
- Addition of the swimming pool
- Remodeling the garage
- Addition of entry pergola
- Removing of part of parking lot

The property is zoned C-1, Office Commercial. Single Family Residence is listed as a conditional use in C-1 Zoning District.

Please review and provide comments on the project. Please send all comments to my email mlewicka@cityoffortpierce.com or through interoffice mail to the Planning Department. If you have comments please respond by November 15, 2022.

Please do not hesitate to contact me should you require any additional information at 772-467-3738.

Thank you.

Maria Lewicka, AICP

Attachments



DEVELOPMENT REVIEW

Property Information

Property address or Location 326 South 2nd Street Ft. Pierce, Florida

Parcel ID #(s) _____

Project description Conversion of Historic structure back to single family residence with site improvements and additions

Application Type

- Site Plan Conditional Use w/New Construction Conceptual Development Plan
 Minor Amendment Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: _____ Site Acreage: _____

Residential: Proposed Units: 1 Proposed Sq. Ft.: 5266 s.f. Site Acreage: .37

Marc McAteer

Property Owner(s)

411 Walnut St. Box # 17680

Street Address

Green Cove Springs FL 32043

City State Zip

410-5067-5225

Phone Number

m.mcateer@outlook.com

Email Address

Michael Menard Architectonic Inc.

Applicant/Representative, Title, Company

806 Delaware Ave.

Street Address

Ft. Pierce FL 34950

City State Zip

772-460-7751

Phone Number

mmenard@architectonicinc.com

Email Address

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

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-Rev>

Design Intent:

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

Criteria as follows:

The property is within the Downtown Historic District with auto access to the property from Second Street utilizing the existing curb cut, thus allowing safer entry and departure. Second Street is zoned for Commercial Use and Mixed Use in the vicinity of this property there is a combination of freestanding buildings from Commercial, Retail, Assembly, Vacation Rentals, Bed and Breakfast along with Historic Homes. There is no consistent architectural style or theme along Second Street.

The majority of the architectural details selected exist on the Historic structure and nearby Historic Buildings. Articulation of the building façade is achieved by the use of horizontal lap siding, one over one single hung window with wood trim, and 5V Crimp Metal roofing. Other design elements include a balcony, entry pergola, raised wood deck, and semi raised pool. The exterior colors will complement the façade articulation with accent colors distinguishing the window and door trim banding from the body colors of the building.

The intention is to rehabilitate the Historic Structure by removing all the commercial conversions that have been done over the years and bringing the structure back to a wonderful Historical Single Family Residence with in the Downtown Historic District.

TYPE OF SURVEY:

- BOUNDARY
- CONSTRUCTION
- CONDOMINIUM
- ALTRANSPS
- TOPOGRAPHIC
- SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

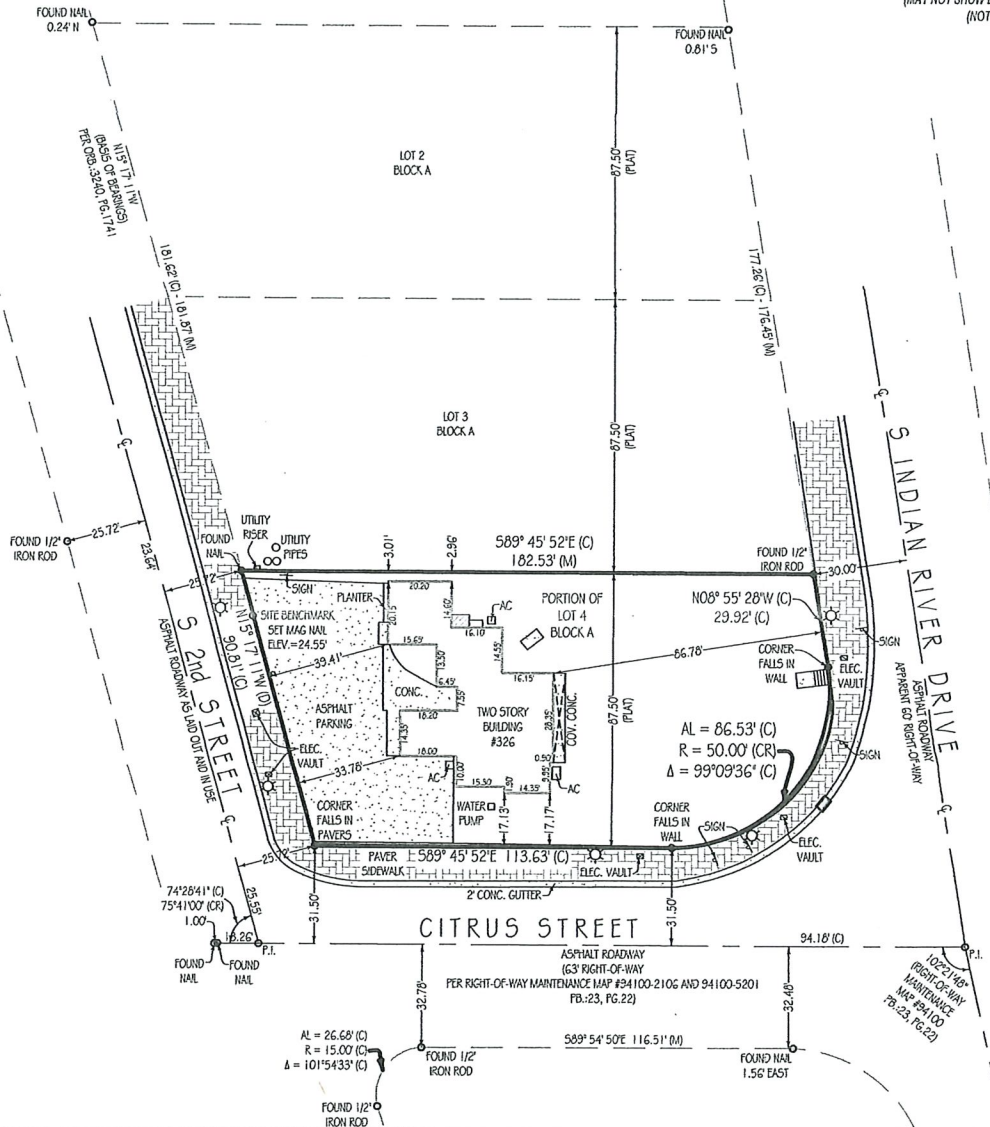
PROPERTY IMPROVEMENTS

BEARING REFERENCE:

EAST LINE OF SOUTH 2nd STREET AS N 15°17'11" W
 ALL BEARINGS SHOWN HEREON REFERENCED THERETO.



AERIAL PHOTOGRAPH
 (MAY NOT SHOW LATEST IMPROVEMENTS)
 (NOT-TO-SCALE)



"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

This survey has been issued by the following Landtec Surveying office:
 700 West Hillsboro Boulevard, Suite 4-100
 Deerfield Beach, FL 33441
 Office: (561) 367-3587
 Fax: (561) 465-3145
www.Landtecsurvey.com

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING)

ADW = ACCESSORY DRIVE	CL = CENTER LINE	FC = POINT OF FENCE	FR = FOUND IRON ROD
CD = CLEANOUT	CO = CENTER OF CURVE	FE = FINISHED FLOOR ELEV.	FR = FOUND IRON ROD
CA = CENTER ANGLE	CO = CENTER OF CURVE	FF = FOUND FLOOR FINISH	FR = FOUND IRON ROD
CAW = CABLE W/RESER	CO = CENTER OF CURVE	FF = FOUND FLOOR FINISH	FR = FOUND IRON ROD
CAW = CABLE W/RESER	CO = CENTER OF CURVE	FF = FOUND FLOOR FINISH	FR = FOUND IRON ROD
CAW = CABLE W/RESER	CO = CENTER OF CURVE	FF = FOUND FLOOR FINISH	FR = FOUND IRON ROD

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE)

U = UTILITY POLE	W = WELL	WV = WATER VALVE
L = LIGHT POLE	CL = CENTER LINE	WV = WATER VALVE
B = CATCH BASIN	CL = CENTER LINE	WV = WATER VALVE
FH = FIRE HYDRANT	CL = CENTER LINE	WV = WATER VALVE
M = MANHOLE	CL = CENTER LINE	WV = WATER VALVE
WV = WATER VALVE	CL = CENTER LINE	WV = WATER VALVE
WV = WATER VALVE	CL = CENTER LINE	WV = WATER VALVE

LINE TYPES

BOUNDARY	--- (solid line)
BUILDING	--- (dashed line)
EASEMENT	--- (dotted line)
CHAIN LINK FENCE	--- (line with cross-ticks)
WOOD FENCE	--- (line with vertical ticks)
PLASTIC FENCE	--- (line with horizontal ticks)
OVERHEAD CABLE	--- (line with diagonal ticks)

- GENERAL NOTES:
- THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
 - AS INDICATED ABOVE, UNDER PURPOSE OF SURVEY, IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFERENCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
 - ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCES THIS SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
 - GRAPHIC REPRESENTATIONS MAY HAVE BEEN ENLARGED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
 - UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
 - ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1985) AS SHOWN ABOVE.
 - ALL SOLID FERRY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
 - ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A "CAP" MARKED BY (SEE GENERAL SURVEYOR) #5639.

Job Nr. 152520-SE Date of Field Work : 09/15/2022 Drawn by: N.M.

Elevations, if shown:

Benchmark: XXX

Benchmark Elev.: X'

Benchmark Datum: NAVD1988

Elevations on Drawing are in:
 N.G.V.D.29 N.A.V.D.88

Revisions:

PRINTING INSTRUCTIONS:
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LICENSED BUSINESS No. 8007

TYPE OF SURVEY:

- BOUNDARY
- CONSTRUCTION
- CONDOMINIUM
- ALTMANSPS
- TOPOGRAPHIC
- SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

Property Improvements

LEGAL DESCRIPTION:

ALL THAT PART OF LOT 4, BLOCK A, SITUATE AND BEING WEST OF INDIA RIVER DRIVE, OF W.F. RICHARDS AND JAMES E. ANDREWS SUBDIVISION OF LOTS 3,4, 5 AND 6, EAST OF THE FLORIDA EAST COAST RAILWAY OF TYLER'S SUBDIVISION OF LOT 4, SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING ANDREWS AND RICHARDS ADDITION TO FORT PIERCE, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, PAGE 194, ST, LUCI COUNTY, FLORIDA.

PROPERTY ADDRESS:

326 SOUTH 2ND STREET
FORT PIERCE , FL 34950

INVOICE NUMBER: 152520-SE

DATE OF FIELD WORK: 09/15/2022

CERTIFIED TO
MARC MCATEER

FLOOD ZONE: X

FLOOD MAP: 12111C

PANEL: 0179

SUFFIX: K

PANEL DATE: 02/19/2020

BASE FLOOD ELEVATION OR DEPTH: N/A NAVD 1988

COMMUNITY NUMBER: 120286

This survey has been issued by the following Landtec Surveying office:
481 E. Hillsboro Blvd, Ste 100-A
Deerfield Beach, FL 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.Landtecsurveying.com

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING):

- | | | |
|-----------------------------|-----------------------|-------------------------------|
| AL = ARC LENGTH | EL = ELEV = ELEVATION | FI = POINT OF INTERSECTION |
| CA = CENTRAL ANGLE | EM = ELECTRIC METER | PT = POINT OF TANGENCY |
| CAV = CABLE TV RISER | FR = FOUND IRON ROD | PC = POINT OF CURVE |
| CF = CALCULATED FROM FIELD | FN = FOUND NAIL | PRC = POINT OF REVERSE CURVE |
| CR = CALCULATED FROM RECORD | FND = FOUND | PCC = POINT OF COMPOUND CURVE |
| CD = CHORD DISTANCE | L = LEGAL DESCRIPTION | PBS = POINT OF BEGINNING |
| CIO = CLEANOUT | M = MEASURED | POC = POINT OF COMMENCEMENT |
| CONC = CONCRETE | OHC = OVERHEAD CABLE | PH = POOL HEATER |
| DE = DRAINAGE EASEMENT | P = PLAT | PP = POOL PUMP |

R = RADIUS

- SEC = SECTION
- TWP = TOWNSHIP
- RNG = RANGE
- QTR = QUARTER
- TR = TELEPHONE RISER
- UE = UTILITY EASEMENT
- UP = UTILITY POLE
- WM = WATER METER
- WV = WATER VALVE

SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE):

- Utility Pole
- Light Pole
- Catch Basin
- Fire Hydrant
- Man Hole
- Water Valve
- Water Meter
- Well
- Center Line
- Party Wall
- Air Conditioner
- Septic Lid
- Elev. Shot
- Handicap Parking Space
- Sec. Qtr. Corner
- Section Corner

LINE TYPES:

- BOUNDARY
- BUILDING
- EASEMENT
- CHAIN LINK FENCE
- WOOD FENCE
- PLASTIC FENCE
- OVERHEAD CABLE

GENERAL NOTES:

- THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY", IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFERENCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
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- ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1885) AS SHOWN ABOVE.
- ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ANY CORNERS SHOWN AS SET HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #5633.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 53-17.061 & 53-17.062 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 53-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

Elevations, if shown:

Benchmark: XXXXXXXX
 Benchmark Elev.: XXXX
 Benchmark Datum: XXXXXX
 Elevations on Drawing are in:
 N.G.V.D.29 N.A.V.D.88

PRINTING INSTRUCTIONS:

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Digitally signed by Andrew Snyder
 DN: c=US, o=LANDTEC SURVEYING INC, dnQualifier=A01410C0000180E1EC7817000CCA2C, cn=Andrew Snyder
 Date: 2022.09.28 15:56:16 -04'00'
 Adobe Acrobat version: 2022.002.20212

DATE: 09/28/2022

SIGNATURE: ANDREW SNYDER - PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5633 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

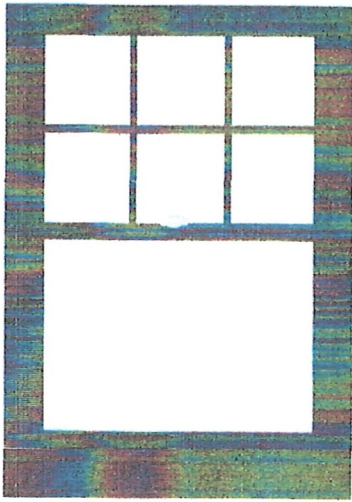


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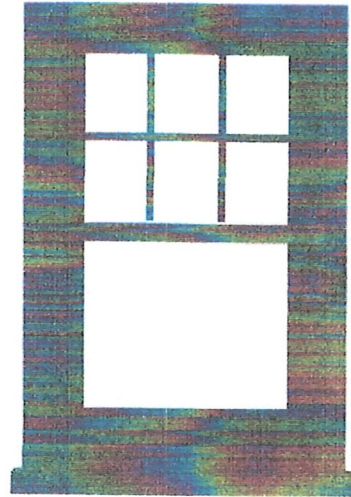
... measurably better!



400 SERIES DOUBLE-HUNG WINDOW



Interior



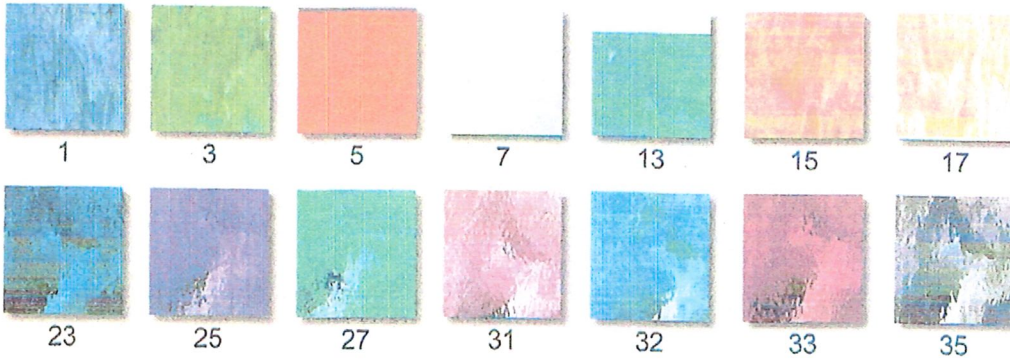
Exterior

Summary

Product ID#	TW2636
Unit Width	31 5/8"
Unit Height	44 7/8"
Interior Color	Black
Glass	Low-E4® Glass
Hardware	Standard Lock and Keeper, Black
Optional Hardware	None
Grille Pattern	Colonial - Top Sash Only
Grille Width	3/4"
Exterior Color	Black
Exterior Trim Profile	2" Brick Mould w/ Sill Nose
Exterior Trim Color	Black

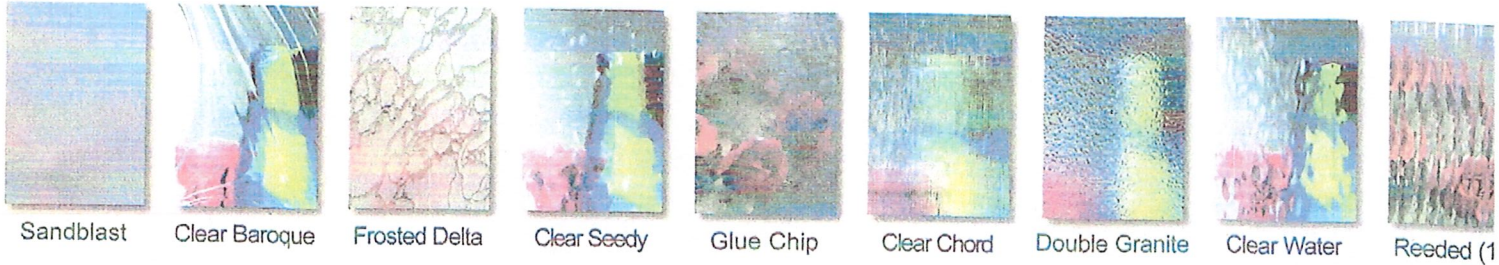
Art Glass Optics

Color Glass Options

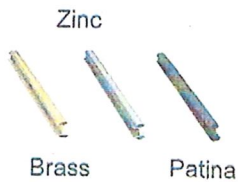


- 1 - Steel Blue Whispy Opal
- 3 - Dark Green Whispy Opal
- 5 - Red Whispy Opal
- 7 - Cloud White Opal
- 13 - Whispy Teal
- 15 - Medium Gold
- 17 - White Light Amber
- 23 - Steel Blue Water
- 25 - Grape Water
- 27 - Teal Water
- 31 - Pale Rose Water
- 32 - Sky Blue Water
- 33 - Light Purple Water
- 35 - Gray Water

Texture Glass Options

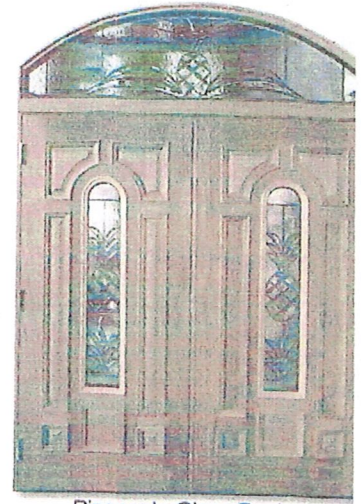


Caming Options



With Signature Door, customizing your glass has never been easier! We can send you a line drawing upon request, and you indicate the areas to be changed.

FRONT DOORS



Pineapple Glass Design



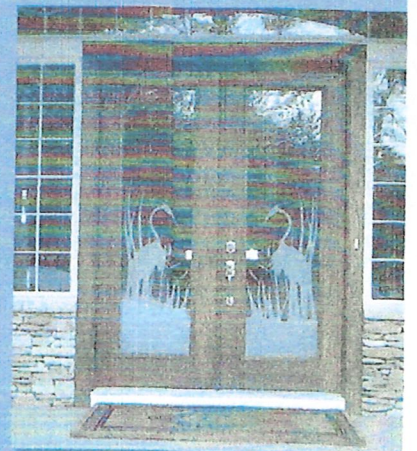
Custom Sandblasting

Add a touch of personality to your glass with our sandblast designs or come up with your own. Etch your name, house number or family crest into your decorative glass.

Signature's soft 2-dimensional etching adds beauty to any design.

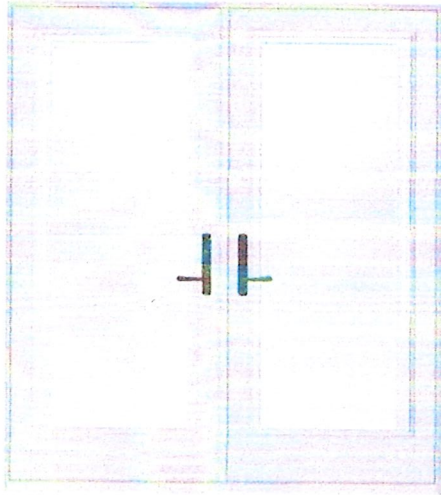


Scan for more info.

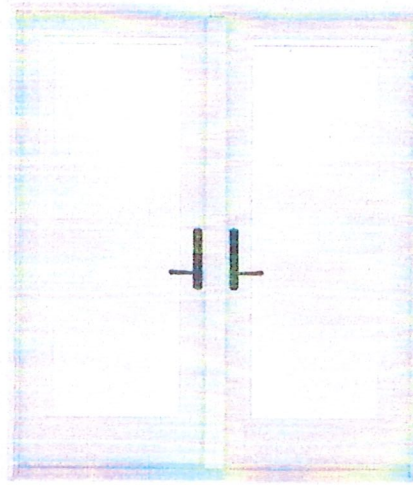




400 SERIES FRENCHWOOD® HINGED PATIO DOOR



Interior

*Black* Exterior

Summary

Product ID#	FWH6068
Unit Width	71 1/4"
Unit Height	79 1/2"
Interior Color	White
Glass	Low-E4® Glass
Hardware	Albany, Black
Blinds Between Glass	White Blinds
Grille Pattern	None
Exterior Door Color	White
Exterior Trim Profile	2" Brick Mould
Exterior Trim Color	White



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Home / Doors & Windows / Garage Doors

Internet #207732640 Model #GR2SU_SLG_SQ22 Store SKU #1000054113

Clopay
Gallery Collection 16 ft. x 7 ft. 18.4 R-Value Intellicore Insulated Ultra-Grain Slate Garage Door with SQ22 Window

★★★★★ (76) Questions & Answers (3)

\$3782²⁴

\$631.00/mo* suggested payments with 6 months* financing Apply Now

Garage Door Size: 16 ft x 7 ft

8 ft x 7 ft 16 ft x 7 ft

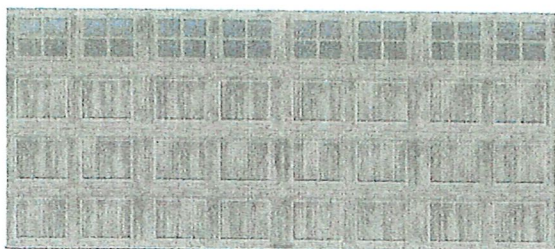
How to Get It

Delivering to: 34947 | Change

Store Pickup
Unavailable at Ft Pierce
Check Nearby Stores

Ship to Home
Not available in Florida
Change Zip

Scheduled Delivery
Not available for this item



Hover Image to Zoom

We found similar options you might like



Clopay Classic Collection 16 ft. x 7 ft. 18.4 R-Value Intellicore Insulated White Garage Door with Plain Windows

★★★★★ (276)

\$2914⁰⁰

Clopay Gallery Collection 16 ft. x 7 ft. 18.4 R-Value Intellicore Insulated Ultra-Grain Slate Garage Door with SQ24 Window

★★★★★ (90)

\$3782²⁴

Clopay Gallery Collection 16 ft. x 7 ft. 18.4 R-Value Intellicore Insulated Solid Ultra-Grain Walnut Garage Door

★★★★★ (121)

\$3360⁰⁰

Clopay Classic Collection 16 ft. x 7 ft. 18.4 R-Value Intellicore Insulated Solid White Garage Door

★★★★★ (306)

\$2213⁰⁰

Clopay Gallery Collection 16 ft. x 7 ft. 18.4 R-Value Intellicore Insulated White Garage Door with SQ24 Window

★★★★★ (121)

\$4084⁰⁰

Clopay Classic Collection 16 ft. x 7 ft. Non-Insulated White Garage Door with Plain Windows

★★★★ (99)

\$1493⁰⁰

Clopay 16 ft. x 7 ft. Intellicore Ultra-G

★★★★

\$320

Product Overview



DESIGN, VISUALIZE, & ORDER YOUR CUSTOM GARAGE DOOR

Our team of expert color consultants will advise you on color combinations and paint choices to help you get the look you want.

Customize your garage door with our Clopay Design Tool

Clopay Garage Doors featuring Intellicore insulation technology represent the ultimate smart choice for homeowners. Clopay Intellicore is proprietary polyurethane foam that is injected into a garage door, expanding to fill the entire structure. The result is a door with incredible strength and durability. Its dense insulation also produces a quieter door, while its industry leading R-values provide year-round comfort and improved energy efficiency. This door also features Clopay ultra-grain, a painted steel surface simulating a real stained door without the hassles of staining and the ongoing maintenance of wood. Clopay very best door.

Additional Resources

- From the Manufacturer
- Installation, Service & Rentals
- DIY Projects & Ideas

Prepared by and return to:
Brian T. Anderson, Esq.
Attorney at Law
Becht Anderson LLP
321 S. 2nd Street
Fort Pierce, FL 34950
772-465-5500
File Number: **Wilhocapa**

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5067641 07/11/2022 02:19:28 PM
OR BOOK 4856 PAGE 722 - 723 Doc Type: DEED
RECORDING: \$18.50
Doc Tax: \$3850.00

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Warranty Deed

This Warranty Deed made this 8th day of July, 2022 between **Wilhocapa Inc.**, a Florida corporation whose post office address is **2931 North Indian River Drive, Fort Pierce, FL 34946**, grantor, and **Marc D. McAteer and Karen A McAteer, husband and wife** whose post office address is **411 WALNUT ST #17680, Green Cove Springs, FL 32043**, grantee:

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

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

All that part of Lot 4, Block A, situate and being West of India River Drive, of W.F. Richards and James E. Andrews Subdivision of Lots 3, 4, 5 and 6, East of the Florida East Coast Railway of Tyler's Subdivision of Lot 4, Section 10, Township 35 South, Range 40 East, being Andrews and Richards Addition to Fort Pierce, according to Plat recorded in Plat Book 1, Page 191, St. Lucie County, Florida.

Parcel Identification Number: 2410-808-0006-000-7

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

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

Signed, sealed and delivered in our presence:

Edward W. Becht
Witness Name: Edward W. Becht

Brian Anderson
Witness Name: Brian Anderson

Wilhocapa, Inc.

By: Beth P. Hoskins
Beth P. Hoskins, President

(Corporate Seal)

State of Florida
County of Saint Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of July, 2022 by Beth P. Hoskins, President of Wilhocapa, Inc., on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]



BRIAN T. ANDERSON
Commission # HH 125352
Expires May 3, 2025
Bonded Thru Budget Notary Services

Brian T. Anderson
Notary Public, State of Florida

Printed Name: _____

My Commission Expires: _____

Prepared by and return to:

Brian T. Anderson, Esq.
Attorney at Law
Becht Anderson LLP
321 S. 2nd Street
Fort Pierce, FL 34950
772-465-5500
File Number: **Wilhocapa**

[Space Above This Line For Recording Data]

Title Affidavit

(Seller)

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned ("Affiant"), who, after being by me first duly sworn, depose(s) and say(s) that:

1. **Wilhocapa Inc., a Florida corporation ("Seller")**, is the owner of and is selling the following described property to **Marc D. McAteer and Karen A McAteer, husband and wife ("Buyer")**, to wit:

All that part of Lot 4, Block A, situate and being West of India River Drive, of W.F. Richards and James E. Andrews Subdivision of Lots 3, 4, 5 and 6, East of the Florida East Coast Railway of Tyler's Subdivision of Lot 4, Section 10, Township 35 South, Range 40 East, being Andrews and Richards Addition to Fort Pierce, according to Plat recorded in Plat Book 1, Page 191, St. Lucie County, Florida.

Parcel Identification Number: 2410-808-0006-000-7

2. Affiant, Beth P. Hoskins, is the President of Wilhocapa, Inc. (the Corporation) and has personal knowledge of the facts recited herein. The Board of Directors of the Corporation has ratified and approved the subject transaction and authorized Affiant to execute any and all documents with respect thereto. The subject transaction does not represent the sale of all, or substantially all, the assets of the Corporation. The shareholder(s) of said Corporation have also authorized and approved the subject transaction. The Corporation is duly incorporated, existing and operating under the laws of the State and Florida, and is in good standing under the laws of said State from the date of acquisition of the above-described real property through the date of the subject transaction. The Corporation has not been dissolved or otherwise terminated.
3. All recording references set forth herein are to the Public Records of **Saint Lucie County, Florida**, unless otherwise noted. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Becht Anderson LLP** and **Old Republic National Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Becht Anderson LLP** and **Old Republic National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorney's fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Wilhocapa, Inc.

By: Beth P. Hoskins
Beth P. Hoskins, President

(Corporate Seal)

State of Florida
County of Saint Lucie

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 8th day of July, 2022 by Beth P. Hoskins, President of Wilhocapa, Inc., on behalf of the corporation. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]



BRIAN T. ANDERSON
Commission # HH 125352
Expires May 3, 2025
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Printed Name: _____

My Commission Expires: _____

Closing Affidavit

(Buyer)

Before me, the undersigned authority, personally appeared Marc D. McAteer and Karen A McAteer, husband and wife ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. Marc D. McAteer and Karen A McAteer, husband and wife ("Buyer"), is purchasing the following described property from Wilhocapa Inc., a Florida corporation ("Seller"), to wit:

All that part of Lot 4, Block A, situate and being West of India River Drive, of W.F. Richards and James E. Andrews Subdivision of Lots 3, 4, 5 and 6, East of the Florida East Coast Railway of Tyler's Subdivision of Lot 4, Section 10, Township 35 South, Range 40 East, being Andrews and Richards Addition to Fort Pierce, according to Plat recorded in Plat Book 1, Page 191, St. Lucie County, Florida.

2. Buyer's marital status as reflected in this affidavit and the other closing documents is true and correct. The Buyer is of legal age and has never been adjudged incompetent. There are no matters pending against the Buyer that could give rise to a lien that would attach to the property prior to the recording of the interests to be insured, and Buyer has not and will not execute any instrument (nor permit any action to be taken) that would adversely affect the title or interests to be insured. There are no judgments or liens against Buyer and no bankruptcy proceedings are currently pending with respect to Buyer. That if in possession, Buyer's possession of said property has never been questioned by any person whomsoever, and all other persons now residing on the property are Buyer's tenants or members of Buyer's family who have no interest whatsoever in said lands.
3. To the best of Buyer's knowledge, information, and belief: (a) within the past 90 days there have been no improvements, alterations, or repairs to the above described property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid; (b) there are no actual or potential mechanic's, materialmen's, or laborer's liens against the property; (c) there are no tenancies, leases or other occupancies (oral or written) affecting the property; (d) no other person or entity has any contract to purchase, option to purchase, right of first refusal, or other potential claim of right to purchase the property.
4. Buyer knows of no violations of municipal ordinances pertaining to the property, or any action or proceeding relating to the property which is pending in any court, nor does the Buyer know of any judgment, tax lien, or matter of any nature whatsoever which could create a lien or charge upon the property. Buyer has no knowledge of any matters that could or does create a cloud on the title to the subject property.
5. There are no matters pending against the Buyer that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Borrower has not and will not execute any instruments that would adversely affect the interest to be insured.
6. There are no actions or proceedings now pending in any State or Federal Court to which the Buyer is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
7. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Becht Anderson LLP and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.
8. Buyer hereby holds Becht Anderson LLP and Old Republic National Title Insurance Company harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Buyer is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Buyer has read, or heard read, the full facts of this Affidavit and understands its context.

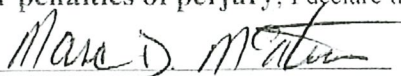
9. Affiant recognizes and has been advised that the closing agent, **Becht Anderson LLP**, will prepare all documents in accordance with the Contract and closing instructions, however legal advice has only been given to the SELLER(S) in this transaction. All other parties are free to consult their personal attorney prior to closing or to request the closing to be postponed to allow time to review the transaction. Where a lending institution is involved, advice may be given to the lender regarding security documents which would not be for the benefit of the borrower.
10. That unless a survey was requested, completed, and available prior to closing, the Closing Agent has made no review of compliance relative to side yards or setbacks. Where a survey is furnished, review of compliance is limited to physical matters such as side yards and setbacks disclosed on the survey necessary for insurance of title purposes only. Affiant acknowledges the right to inspect any improvements and by executing this affidavit indicates satisfaction with the conditions of said improvements.
11. Affiant acknowledges that Affiant has been advised that the Closing Agent has not physically inspected the property and has made no review or analysis as to consistency with any Comprehensive Plan, Zoning Regulations, or Land Development Regulations. Title insurance concerns itself with ownership and encumbrance issues and does not insure as to *use* issues raised by government regulations. The undersigned has satisfied himself of the suitability of the property for his intended purposes.
12. That Closing Agent has made no representations that the subject property is suitable or permitted for the Affiant's intended use.
13. That for and in consideration of the above-referenced Closing Agent this date closing the pending transaction, Affiant agrees, if requested by the Closing Agent, to fully cooperate and adjust for clerical or funding errors, any and all closing documentation if deemed necessary or desirable in the reasonable discretion of the Closing Agent to completely and professionally consummate the transaction in accordance with generally accepted Real Estate and Closing Standards. It is acknowledged that the Closing Agent must assure that the closing documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale, or conveyance of any party's interest in and to said documentation of transaction.
14. Affiant has been advised that if the property is going to be the Affiant's homestead, Affiant MUST file for homestead exemption at the County Property Appraiser's Office prior to March 1st of the following year. Affiant further understands that the Closing Agent places on the Deed the address provided in the Contract and it is to this address that the TAX BILL will be mailed. It is the Affiant's responsibility to verify this address or to notify the Property Appraiser's Office of an alternate. If the closing takes place AFTER July 1st, that year's tax bill MAY be forwarded to the Seller(s). Affiant can either obtain a DUPLICATE tax bill from the County Tax Collector's Office or from the Seller(s). It will be Affiant's responsibility for payment of the real estate taxes for the year of closing.

If the property is to be use for agricultural purposes, the purchasers MUST apply for agricultural exemption and understands that the Seller's exemption is not automatically transferred.

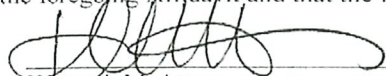
15. If different from the address shown on the deed, the following address should be used to forward documents following the closing:

16. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant has read, or heard read, the full facts of this Affidavit and understand its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



Marc D. McAteer

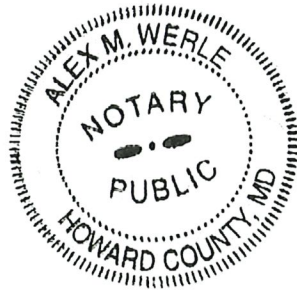


Karen A. McAteer

State of MARYLAND
County of HOWARD

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 7 day of July, 2022 by Marc D. McAteer and Karen A McAteer, who are personally known or have produced a driver's license as identification.

[Notary Seal]



Alex M. Werle
Notary Public
Printed Name: Alexander M. Werle
My Commission Expires: 12/11/2025