

RESOLUTION NO. 23-R42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **AUTHORIZING THE EXECUTION OF A DEED TRANSFERRING CERTAIN CITY RIGHTS-OF-WAY TO ST. LUCIE COUNTY**; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE RELEVANT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (“City”) and St. Lucie County (“County”) entered into an agreement dated November 15, 2022, for the exchange of certain rights-of-way (“Exchange Agreement”); and

WHEREAS, a copy of the Exchange Agreement, together with subsequent extensions thereto, is attached at Exhibit “A”; and

WHEREAS, pursuant to the Exchange Agreement, the City will transfer to the County the rights-of-way known, respectively, as: Avenue M Extension; Fisherman’s Wharf from the Florida East Coast Railway (FEC) right-of-way to its eastern terminus; Harbor Street; Port Avenue; North 2nd Street from Seaway Drive to its northern terminus; and North Indian River Drive from Seaway Drive to Fisherman’s Wharf; and

WHEREAS, pursuant to the Exchange Agreement, the County will transfer to the City the right of way known as Indian River Drive from Avenue A to Seaway Drive; and

WHEREAS, it is in the City’s best interest to exchange ownership of the Fort Pierce Property for the County Property; and

WHEREAS, a copy of the right-of-way deed transferring the City rights-of-way is attached hereto at Exhibit “B”; and

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The foregoing recitals are true and correct and are hereby adopted and made a part hereof.

SECTION 2. The exchange of property is hereby authorized and shall be governed by the terms of the Exchange Agreement.

SECTION 3. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to execute all documents and to take all actions necessary to effectuate the aforementioned exchange.

SECTION 4. This Resolution shall become effective upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2023.

CITY OF FORT PIERCE, FLORIDA

Linda Hudson, Mayor

ATTEST:

Linda Cox, City Clerk

Approved as to Form
And Correctness:

City Attorney

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND ST. LUCIE COUNTY TO EXCHANGE RIGHTS OF WAY

THIS EXCHANGE AGREEMENT (hereinafter "Agreement") dated this 15th day of November, 2022 is entered into by and between THE CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950 (hereinafter "City"), and ST. LUCIE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982.

WITNESSETH:

WHEREAS, the County owns and maintains certain right of way (henceforth "County Right of Way") situate and being in St. Lucie County, Florida, generally described as follows:

- Indian River Drive from Avenue A to Seaway Drive

WHEREAS, the City owns and maintains certain rights of way (hereinafter "City Rights of Way") situate and being in St. Lucie County, Florida, generally described as follows:

- Avenue M Extension
- Fisherman's Wharf from the Florida East Coast Railway (FEC) right-of-way to its eastern terminus
- Harbor Street
- Port Avenue
- North 2nd Street from Seaway Drive to its northern terminus
- North Indian River Drive from Seaway Drive to Fisherman's Wharf

WHEREAS, the County and the City wish to exchange rights of way as set forth herein and as shown on the attached map (Exhibit A).

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, the parties agree as follows:

1. **PROPERTY AND APPURTENANCES:** The County shall convey the County Right of Way including any retention ponds and stormwater systems on lands that are owned by the County and are necessary to drain the Rights of Way to the City together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the County Right of Way. The City shall convey the City Rights of Way including any retention ponds and stormwater systems on lands that are owned by the City and are necessary to drain the Rights of Way to the County together with all tenements, hereditaments and appurtenances thereunto belonging, all of which shall be deemed part and parcel of the City Rights of Way.

2. **FEASIBILITY DETERMINATION:** The City and the County shall each have 90 days from the date of this Agreement to determine the feasibility of the exchange (hereinafter "Feasibility Determination"). Upon the Effective Date of the Agreement, each Party shall provide

copies to the other Party of available information regarding the Properties including site surveys, utility location drawings, soil borings, environmental reports, inspection reports, construction plans, repair proposals, pavement evaluations, and other similar documentation concerning the Properties in its possession, but shall not be obligated to obtain, create or draft such documents if such are not within the Parties' possession or control. During the **Feasibility Determination Period**, the **City** and the **County** may undertake at their respective expense, such physical inspections, tests and other investigations as may be deemed necessary in order to evaluate the feasibility of the exchange. For purposes of undertaking physical inspections, tests or investigations of the properties, the **County** grants to the **City** and the **City** grants to the **County**, their agents, and professionals engaged by such parties, the right to enter upon the **County Right of Way** and the **City Rights of Way** and any part thereof during the **Feasibility Determination**. The presence on the properties of such personnel shall be only for the purpose of conducting such inspections, tests or investigations as are necessary to make the assessments which are within the scope of this **Agreement**, and no other personnel activity shall be permitted. Any alternations or changes to the properties that are a direct result of the inspecting, testing and investigations will be repaired and replaced if a closing does not occur. Each party indemnifies the other against any loss or damages to the other party's parcel(s) arising out of, or in connection with, any inspection, testing or investigation of the property. The indemnification shall not cover any loss or damage due to preexisting conditions, problems or deficiencies of the property that are discovered through the inspection, testing and investigation authorized herein. The decision as to whether it is feasible to accept the exchange shall be at the sole discretion of the **City** and the **County**. If the **City** or the **County** determines that it is not feasible to exchange the **County Right of Way** or the **City Rights of Way**, then this **Agreement** will be terminated.

3. **TITLE EVIDENCE:** Within 60 days of the effective date, as hereinafter defined, the **County** shall cause a thirty (30) year title search and a commitment for title insurance to be issued for the **County Right of Way** and the **City Rights of Way**. The **City** and the **County** shall each have until the expiration of the **Feasibility Determination Period** to examine the search and commitment delivered to them and to notify the other party in writing specifying any objections which would render title unmarketable in accordance with current Uniform Title Standards adopted by the Florida Bar (hereinafter "**Title Defect**"). The **County** and the **City** shall each have until the closing date to remove such **Title Defect**, but without obligation to bring suits therefore, or to expend any funds in the removal of such **Title Defect**, and if the **County** or the **City** is unsuccessful in removing same, the other party shall have only the options of (a) waiving such **Title Defect** and accepting title as it is, or (b) terminating the **Agreement**, or (c) entering into any resolution which may be mutually acceptable to the parties.

4. **RESTRICTIONS, EASEMENTS, AND LIMITATIONS:** The **City** and the **County** shall take title subject to: zoning, restrictions, prohibitions and other agreements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise common to the subdivision, public utility easements of record, zoning classifications and such other provisions of governmental regulation as are applicable. But any other provision herein notwithstanding, it is nevertheless agreed by the respective parties as follows:

(a) **Reverter; Restrictive Covenant:** Except as to Avenue M Extension, the **County Right of Way** and the **City Rights of Way** to be exchanged must be used henceforth

solely for public purposes. In the event the substantial, predominant use to be made of such property is for a use other than a public purpose, then, in that event, such property shall revert to the other. Except as to Avenue M Extension, in addition to the right of reverter, the County and City Deeds shall include a Restrictive Covenant running with the land. The parties acknowledge that the County is negotiating with Destin Beach, Inc. (DBI) to exchange the Avenue M Extension right-of-way for right-of-way over DBI property. The County is proposing to design, permit and construct a new entrance road over the property exchanged with DBI for use by the public to access the County's Harbour Pointe property.

5. **REPRESENTATIONS AND WARRANTIES:** Except as otherwise disclosed in this Agreement, the County and the City, with respect to the Rights of Way it is conveying, represents and warrants to the other as follows, which representations and warranties survive closing:

(a) That it has good, marketable title to, and is in possession of, the parcel(s) free and clear of all liens, security interest and encumbrances, excluding only those:

- (i) Which will be satisfied or released at closing; and
- (ii) To which the other party's title shall be subject as otherwise provided in this Agreement.

(b) That there is ingress and egress to the parcel(s).

(c) That there is no litigation or proceeding pending or threatened against or relating to the parcel(s).

(d) That it has full power and authority to enter into and perform this Agreement in accordance with its terms and the completion of this transaction will not violate any law, regulation or agreement affecting it or the parcel(s) it is conveying.

6. **POSSESSION:** Possession of the Rights of Way shall be delivered at the time of closing.

7. **AS IS:** Subject to the specific representations, warranties and disclosures contained in this Agreement, the Rights of Way are conveyed "As-Is", "Where-Is" and "With All Faults" as of the closing date. Each party has or will inspect the parcel(s) being acquired and is familiar, or will become familiar with, the physical condition thereof.

8. **CLOSING:**

(a) **Closing Date:** The closing of this Agreement and the transfer of title and possession of the Rights of Way, shall occur within 30 days after the expiration of the Feasibility Determination Period (hereinafter "Closing Date") unless otherwise extended by the terms herein. Closing shall be held within the County at a site agreeable to the parties or by mail.

(b) **Conveyance:** Conveyance of the County Right of Way shall be by

County Deed in accordance with Section 125.411, Florida Statutes from the **County**. Conveyance of the **City Rights of Way** shall be by City Deed.

(c) **Documents for Closing:** The closing agent designated by the **County** shall prepare the closing documents including, but not limited to, the Deeds, the Ownership and Lien Affidavits, the Certificates of Non-Foreign Status, and the Closing Statement.

(d) **Allocation of Expenses:** The **County** shall pay the cost of recording the **County Deed**. The **City** shall pay the cost of recording the **City Deed**. Each party shall pay its respective attorney's fees.

9. **DEFAULTS:**

(a) **Notice of Default:** No default as to any provision of this **Agreement** shall be claimed or charged by either party hereto against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) business days after the defaulting party's receipt of such notice.

(b) **Remedy for Default:** If either party defaults on its obligations under this **Agreement**, without fault on the part of the other party, the non-defaulting party may terminate this **Agreement**, or alternatively, may seek specific performance against the defaulting party. Both parties agree that any action for specific performance shall be commenced within ninety (90) days of the occurrence of default or be forever barred. Under no circumstances shall either party have any claim or right of claim against the other party for monetary damages, including attorney's fees.

10. **MISCELLANEOUS:**

(a) **Binding Effect; Successors and Assigns:** This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, if any.

(b) **Assignment:** This **Agreement** may not be assigned except upon the prior written consent of the other party.

(c) **Captions:** The caption for each paragraph or subparagraph of this **Agreement** is for convenience and reference only and in no way defines, describes, extends or limits the scope or intent of this **Agreement**, or the intent of any provision hereof.

(d) **Severability:** If any provision of this **Agreement**, the deletion of which would not materially adversely affect the material benefits receivable by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this **Agreement**.

100 North U.S. Highway 1
Fort Pierce, Florida 34950

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days (excluding Sundays and holidays) after the same is deposited in the United States Mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand-delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery if delivery is not accepted) of the same at the address where the same is to be given, delivered or made.


(j) **Interpretation:** This Agreement has been submitted to the scrutiny of each party hereto and each party has had opportunity to have it reviewed by legal counsel. This Agreement shall be given fair and reasonable interpretation in accordance with the words used herein without consideration or weight being given to its having been drafted by either party hereto or their respective counsel.

(k) **Non-Waiver:** No covenant, term, or condition (or the breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof) shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

(l) **Effective Date:** This Agreement shall be effective as to the County upon approval of a resolution by the Board of County Commissioners after a public hearing as required by Section 125.37, Florida Statutes. This Agreement shall be effective as to the City upon approval of the City Commission.

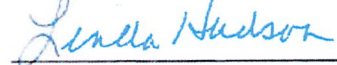
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates accompanied by their respective executions.

ATTEST:




City Clerk

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal Corporation



Mayor
Date: 11/7/2022

APPROVED AS TO FORM AND CORRECTNESS



City Attorney

ATTEST:

Uma Smith
Deputy Clerk



ST. LUCIE COUNTY,
a Political Subdivision of the State of Florida

Frankie Hutchinson
Chair ^{VICE}

Date: 11/15/08

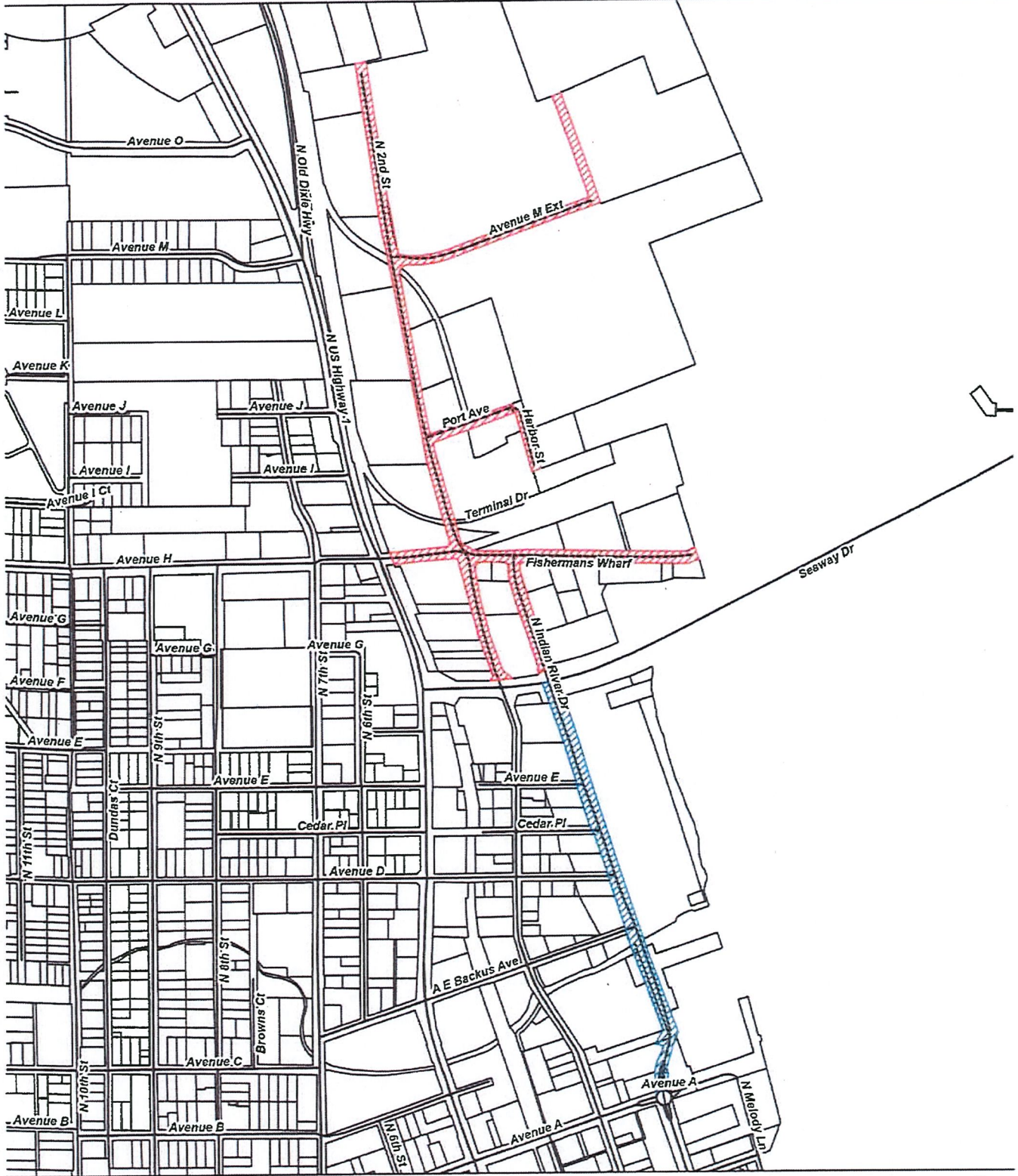
APPROVED AS TO FORM AND CORRECTNESS



[Signature]
County Attorney

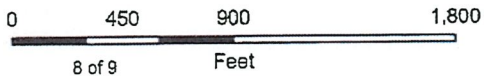


Exchange of Rights-of-Way

EXHIBIT A



-  Sections of roads to be conveyed to St. Lucie County by City of Fort Pierce
-  Section of road to be conveyed to City of Fort Pierce by St. Lucie County



Map prepared 11/1/2022

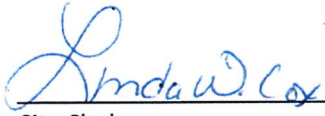
**FIRST ADDENDUM TO AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND
ST. LUCIE COUNTY TO EXCHANGE RIGHTS OF WAY
C22-11-904**

This First Addendum is attached to and made a part of that certain Agreement between The City of Fort Pierce and St. Lucie County to exchange rights of way (hereinafter "City") on November 7, and approved by the St. Lucie County Board of County Commissioners (hereinafter "County") on November 15, 2022.

1. Paragraph 2, Feasibility Determination Period, states each party shall have 90-days (February 13, 2023) from the effective date to undertake such physical inspections, test, surveys and other investigations as may be deemed necessary to evaluate the feasibility of the exchange of parcels.
2. Paragraph 8, Closing, states the closing shall take place thirty (30) days after the expiration of the Feasibility Determination Period from the end of the due diligence period.
3. The parties agree to extend the Feasibility Determination Period 120-days (June 13, 2023), to allow the County to conduct additional Phase II Environmental Assessments as may be deemed necessary to evaluate the exchange.
4. In all other respects, the terms and conditions of the contract shall remain in full force and effect.


EXECUTED by the CITY this 20th day of March, 2023.

ATTEST:




City Clerk

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal Corporation



Mayor
Date: 3/20/2023

APPROVED AS TO FORM AND CORRECTNESS



City Attorney

EXECUTED by the COUNTY this _____ day of _____, 2023.

By: _____
Interim County Administrator

APPROVED AS TO FORM AND CORRECTNESS

County Attorney

**SECOND ADDENDUM TO AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND
ST. LUCIE COUNTY TO EXCHANGE RIGHTS OF WAY
C22-11-904**

This Second Addendum is attached to and made a part of that certain Agreement between The City of Fort Pierce and St. Lucie County to exchange rights of way (hereinafter "City") on November 7, and approved by the St. Lucie County Board of County Commissioners (hereinafter "County") on November 15, 2022.

1. Paragraph 2, Feasibility Determination Period, states each party shall have 90-days (February 13, 2023) from the effective date to undertake such physical inspections, test, surveys and other investigations as may be deemed necessary to evaluate the feasibility of the exchange of parcels.
2. Paragraph 8, Closing, states the closing shall take place thirty (30) days after the expiration of the Feasibility Determination Period from the end of the due diligence period.
3. The parties agree to further extend the Feasibility Determination Period through August 2, 2023, to allow the County to conduct additional Phase II Environmental Assessments as may be deemed necessary and to allow the County to obtain Right of Way Maps based on surveys to evaluate the exchange.
4. The Closing Date is amended to read on or before August 31, 2023.
5. In all other respects, the terms and conditions of the contract shall remain in full force and effect.

EXECUTED this _____ day of _____, 2023.

ATTEST:

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal Corporation

City Clerk

Mayor

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

City Attorney

EXECUTED this 30 day of June, 2023.

By: _____
County Administrator

APPROVED AS TO FORM AND CORRECTNESS

County Attorney

EXHIBIT "B"

Resolution 23R-42

This Instrument Prepared by/Return To:
FRANK H. FEE, III, ESQUIRE
FEE, YATES & FEE, PLLC
426 Avenue A
Fort Pierce, Florida 34950

CONSIDERATION: \$10.00
DOCUMENTARY STAMPS: \$.70

CITY OF FORT PIERCE RIGHTS-OF-WAY DEED

THIS CITY OF FORT PIERCE RIGHTS-OF-WAY DEED, made the _____ day of _____, 2023, by **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation, whose address is 100 North U.S. Highway 1, Fort Pierce, Florida, 34950 (hereinafter, "**City**") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, having its principal office at 2300 Virginia Avenue, Fort Pierce, Florida, 34982 (hereinafter, "**County**").

WITNESSETH, that **City**, for and in consideration of the sum of \$10.00 to it in hand paid by **County**, receipt whereof is hereby acknowledged, and further in consideration of certain terms and provisions of an unrecorded agreement for the exchange of rights-of-way between **County** and **City** dated November 15, 2022, has granted, bargained, transferred and sold to **County**, its successors or assigns forever, the following described rights-of-way interests lying and being in St. Lucie County, Florida:

SEE EXHIBIT "A" APPENDED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR GENERAL OR LEGAL DESCRIPTIONS OF RIGHTS-OF-WAY TRANSFERRED, TOGETHER WITH any appurtenances owned by City for retention pond(s) and storm water system(s) necessary to drain the right-of-way conveyed, and further TOGETHER WITH all other tenements, hereditaments and appurtenances thereunto belonging and now deemed part of the described right-of-way interest.

1. **Use Restrictive Covenant; Reverter.** Subject to the right of **County** for replacement/termination of Avenue M Extension hereinafter provided, the **City** rights-of-way hereby transferred to **County** are now devoted to the public purpose of public access and shall henceforth each be restricted to use fulfilling a public purpose. In the event the substantial, predominant use made of any of the rights-of-way transferred, including Avenue M Extension prior to any replacement/termination thereof, shall be for any purpose other than a public purpose, title to the particular right-of-way interest so used and its appurtenances shall immediately revert to, and re-vest in, **City**. In respect of Avenue M Extension right-of-way, **City** acknowledges the present intention of **County** to acquire ownership of replacement right-of-way for Avenue M Extension, and to provide new street right-of-way designed, permitted and constructed to **County's** public street specifications at the expense of **County** to provide improved access to the **County's** Harbor Pointe property. Upon completion of these intended plans for replacement right-of-way, **County** is permitted to terminate or abandon its right-of-way interest in Avenue M Extension. The new and improved street right-of-way shall

be used for public purpose and made subject to the use restriction with right of reverter imposed and held by City hereunder.

2. **Waiver of Sub-surface Reservation.** City relinquishes and waives the reservation of sub-surface interests, if any, in minerals, etc., and the right of access, if any, to explore as referenced and permitted by F.S. §270.11(1).

IN WITNESS WHEREOF, City has caused these presents to be executed in its name by its Mayor and City Clerk, the day and year first above written.

Signed, sealed and delivered
in our presence:

CITY OF FORT PIERCE, FLORIDA

Printed Name: _____

By: _____
Linda Hudson, Mayor

Printed Name: _____

ATTEST:
By: _____
Linda Cox, City Clerk

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2023, by **Linda Hudson, as Mayor of CITY OF FORT PIERCE, FLORIDA**, who is personally known to me or who provided a Florida driver's license as identification and who did not take an oath.

(SEAL)

PUBLIC

_____, NOTARY

My Commission Expires:
My Commission No.:

EXHIBIT “A”

I. Avenue M Extension

II. Port Avenue

III. Harbor Street

IV. North Indian River Drive from Seaway Drive to Fisherman’s Wharf

V. Fisherman’s Wharf from the Florida East Coast Railway (FEC) Right-of-Way to its Eastern Terminus

VI. North Second Street from Seaway Drive to its Northern Terminus

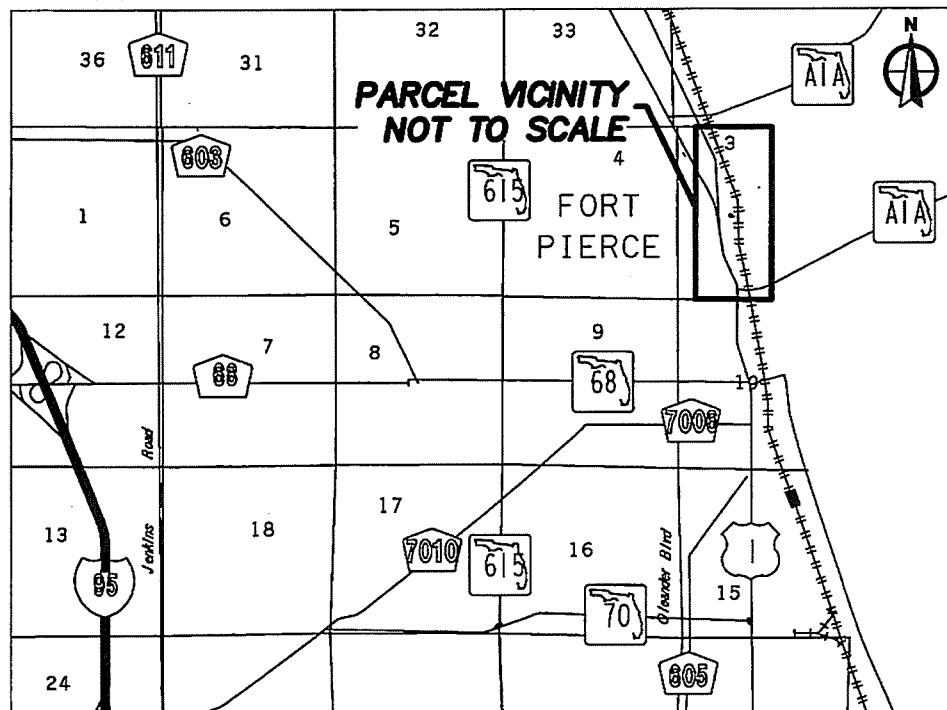
EXHIBIT "A"

I. Avenue M Extension

[Sheets (Pages) 1 through 7, inclusive]

EXHIBIT "A"

LOCATION MAP:



LEGEND:

- Δ = CENTRAL ANGLE
- B = BASELINE
- C.C.R. = CERTIFIED CORNER RECORD
- ESMT = EASEMENT
- EXIST. = EXISTING
- FND = FOUND
- IR = IRON ROD
- L = LENGTH OF CURVE
- O.R.B. = OFFICIAL RECORDS BOOK
- O/S = OFFSET
- (P) = PLAT
- P.B. = PLAT BOOK
- PERP = PERPETUAL
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVE
- R = RADIUS
- RGE. = RANGE
- R/W = RIGHT OF WAY
- SEC. = SECTION
- SIRC = SET IRON ROD AND CAP STAMPED "LB7055"
- S.R. = STATE ROAD
- STA. = STATION
- TWP. = TOWNSHIP

○ = SET 5/8" IRON ROD AND CAP STAMPED "WGI LB7055", UNLESS OTHERWISE DESCRIBED

SURVEYOR'S NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD), OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011). A BEARING OF N14°42'11"W HAS BEEN ESTABLISHED BETWEEN MONUMENTS 10001 AND 10004.

POINT No.	NORTHING	EASTING	DESCRIPTION
10001	1,135,895.542	874,594.639	SET MAG NAIL & DISK LB7055
10004	1,138,499.909	873,911.249	SET MAG NAIL & DISK LB7055

2) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

3) THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED.

4) ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.

5) THIS DOCUMENT CONSISTS OF SEVEN (7) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A BOUNDARY SURVEY


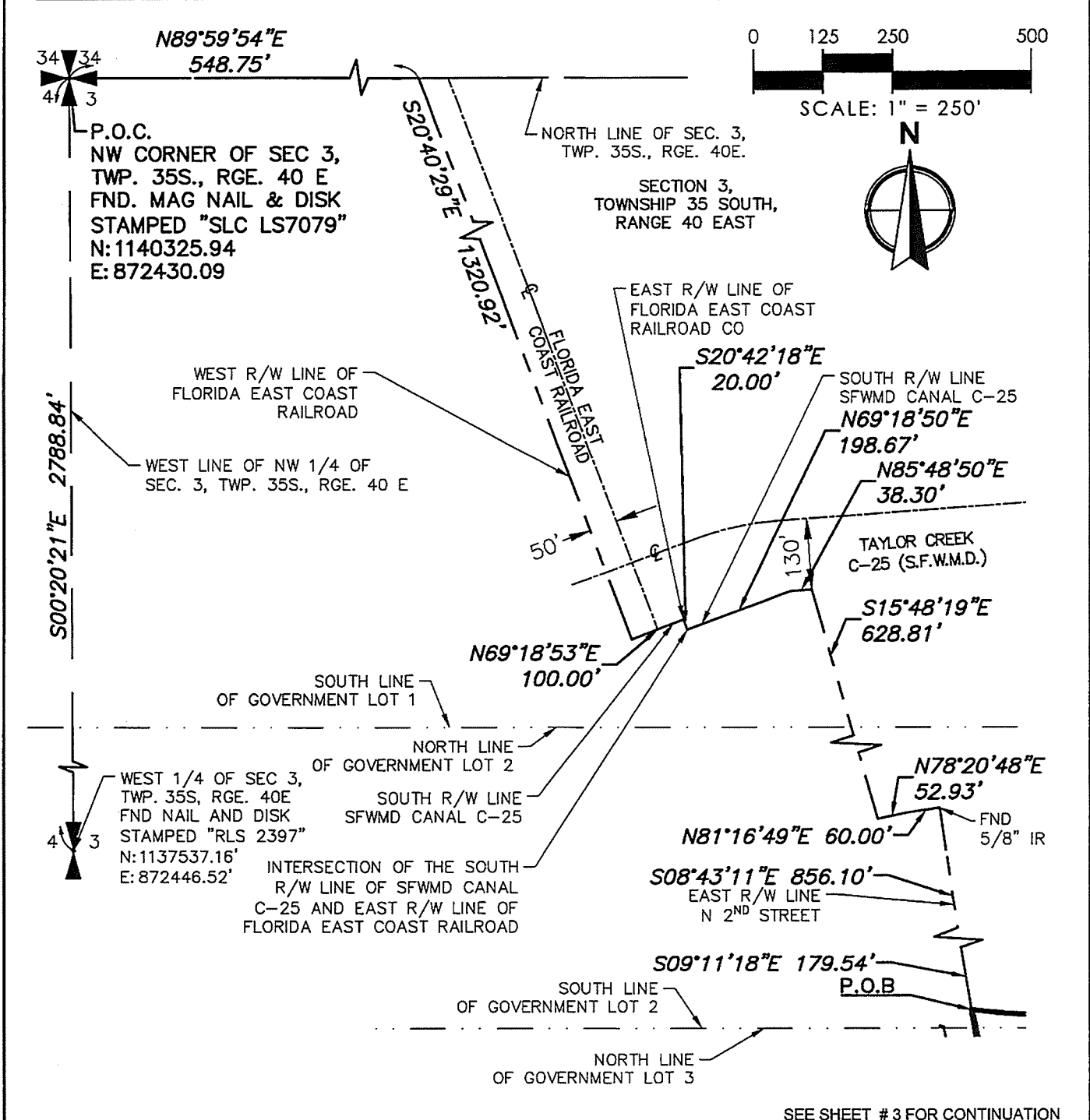
PROJECT:	AVE "M" EXTENSION	TASK:	PARCEL SKETCH AND LEGAL DESCRIPTION
PREPARED BY:	 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD AVE M EXT.DWG	SHEET: 1 OF 7
		DRAWN/DESIGNED EA	
		CHECKED/QC RO	
		JOB NO. 6651.01	
		DATE 7/10/2023	

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SEE SHEET #3 FOR CONTINUATION


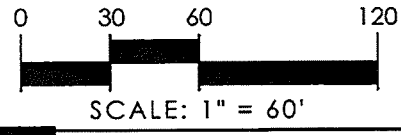
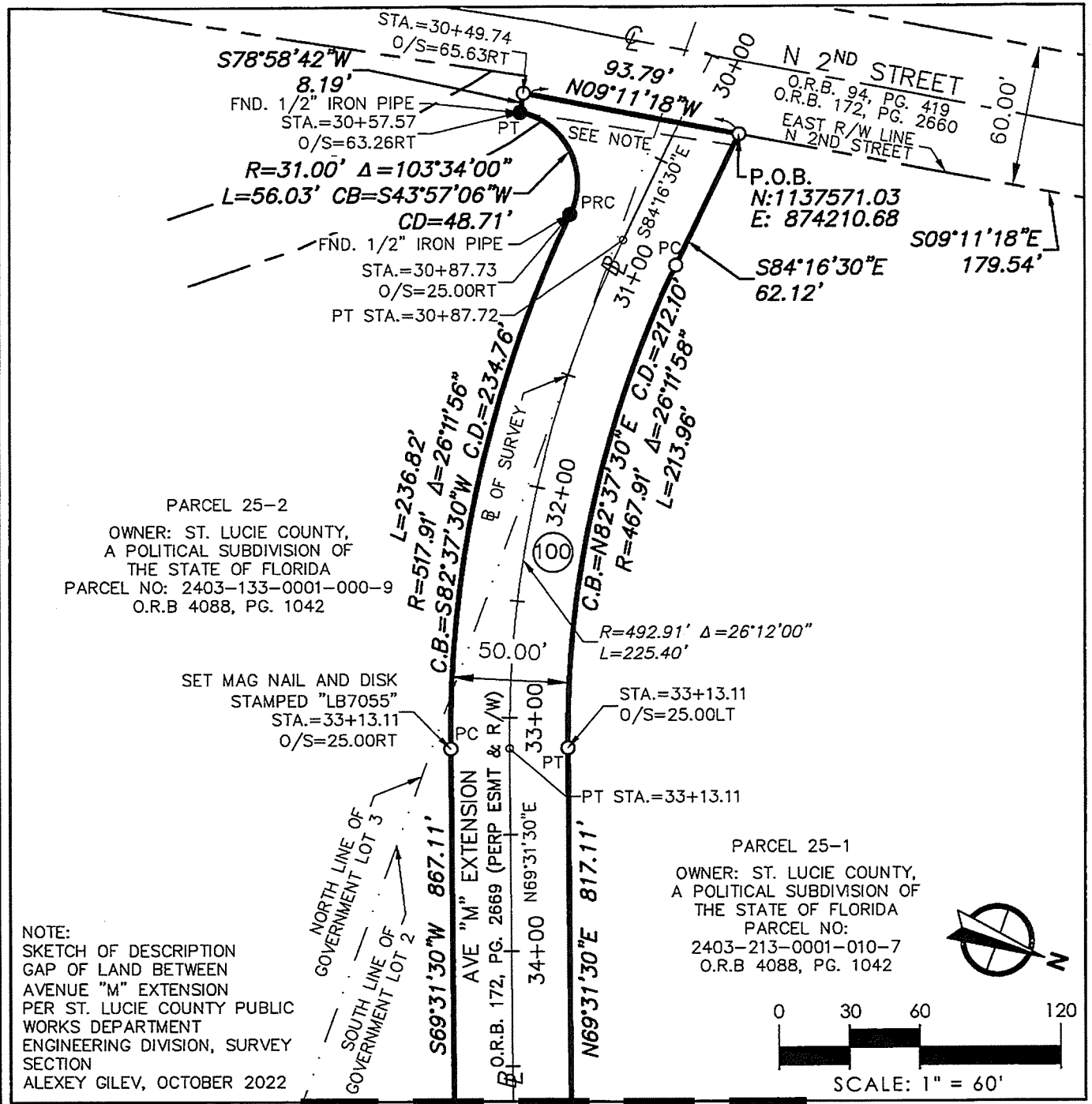
PROJECT: AVE "M" EXTENSION	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY: 	CAD: AVE M EXT.DWG	
2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	DRAWN/DESIGNED: EA	SHEET: 2 OF 7
	CHECKED/QC: RO	
	JOB NO.: 6651.01	
	DATE: 7/10/2023	

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION




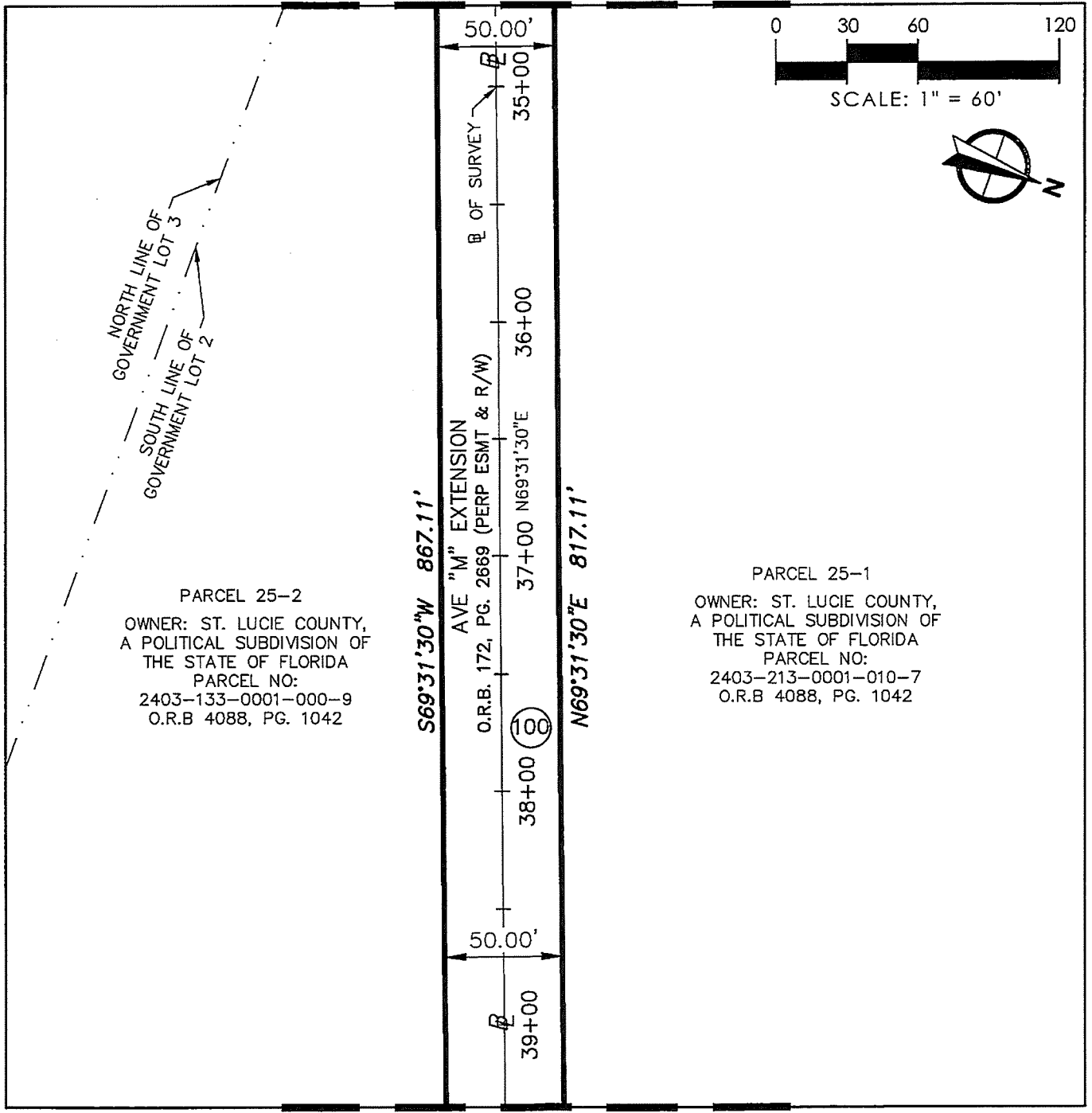
PROJECT: AVE "M" EXTENSION		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: AVE M EXT.DWG		SHEET: 3 OF 7
	DRAWN/DESIGNED: EA		
	CHECKED/QC: RO		
	JOB NO.: 6651.01		
DATE: 7/10/2023			

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE - SHEET 03



PARCEL 25-2
 OWNER: ST. LUCIE COUNTY,
 A POLITICAL SUBDIVISION OF
 THE STATE OF FLORIDA
 PARCEL NO:
 2403-133-0001-000-9
 O.R.B 4088, PG. 1042

PARCEL 25-1
 OWNER: ST. LUCIE COUNTY,
 A POLITICAL SUBDIVISION OF
 THE STATE OF FLORIDA
 PARCEL NO:
 2403-213-0001-010-7
 O.R.B 4088, PG. 1042

MATCH LINE - SHEET 05


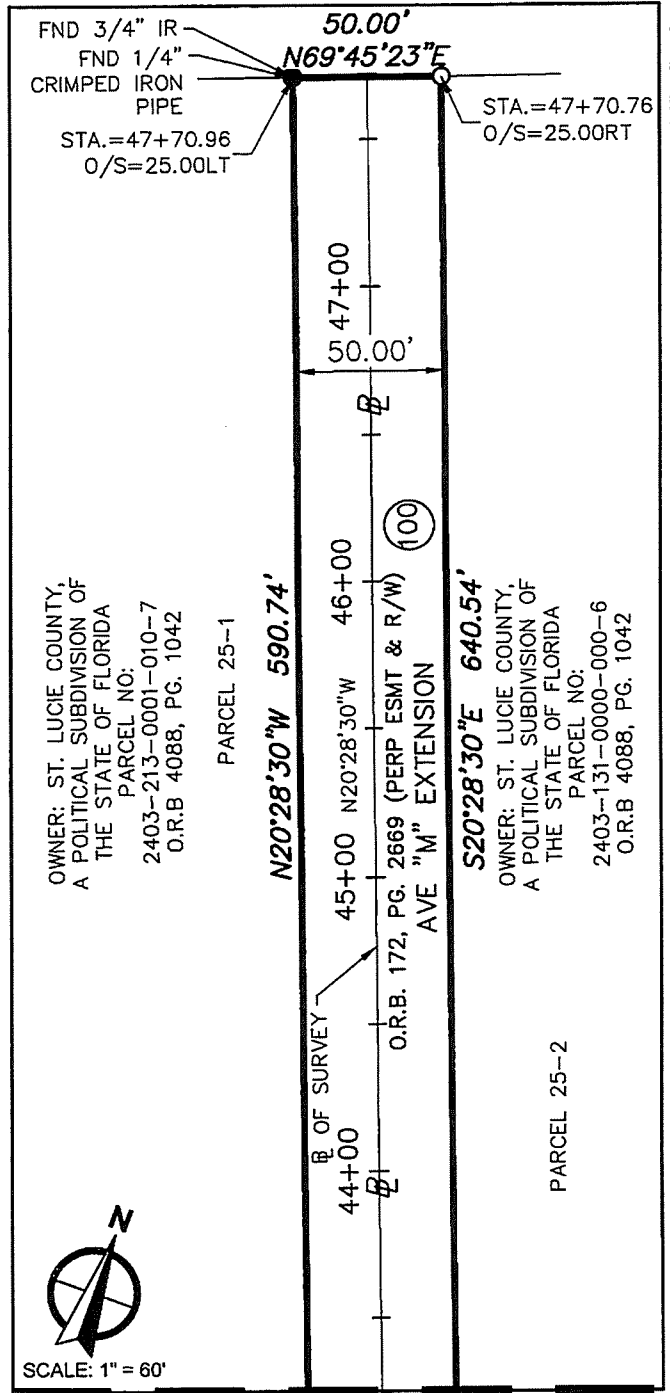
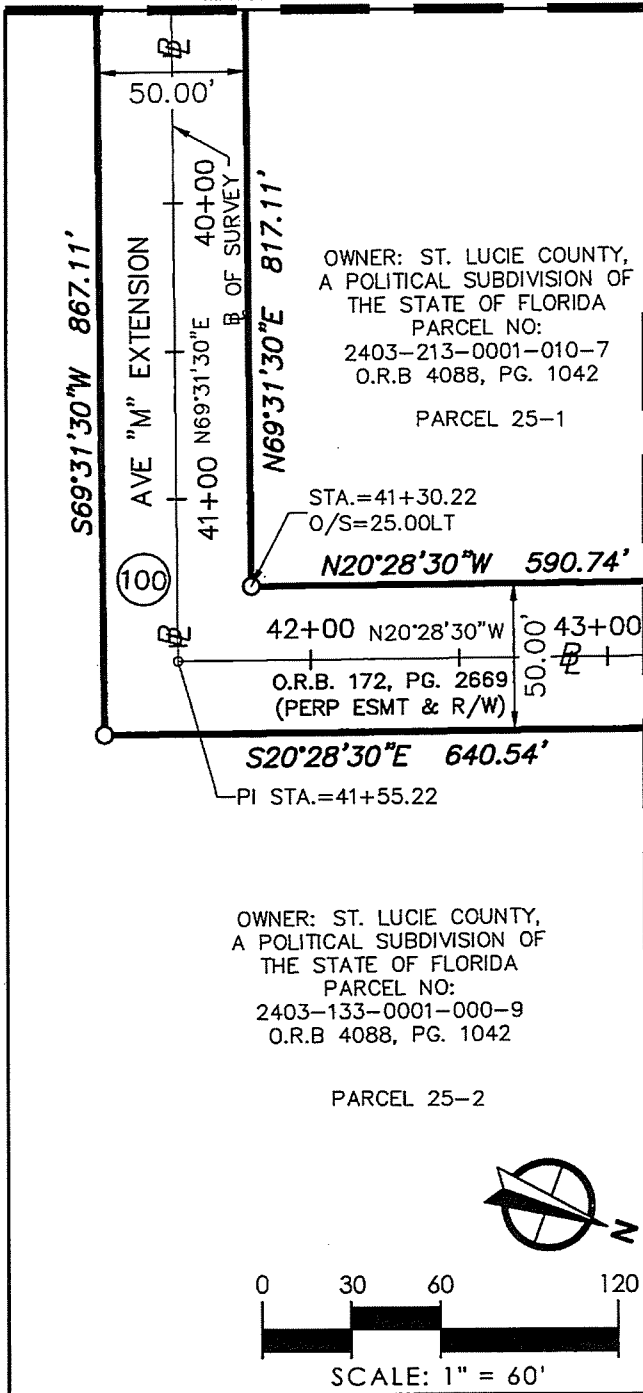
PROJECT: AVE "M" EXTENSION		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: AVE M EXT.DWG		SHEET: 4 OF 7
	DRAWN/DESIGNED: EA		
	CHECKED/QC: RO		
	JOB NO.: 6651.01		
		DATE: 7/10/2023	

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE - SHEET #04



PROJECT: AVE "M" EXTENSION

TASK: PARCEL SKETCH AND LEGAL DESCRIPTION

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

CAD: AVE M EXT.DWG

DRAWN/DESIGNED: EA

CHECKED/QC: RO

JOB NO.: 6651.01

DATE: 7/10/2023

SHEET:

5 OF 7

EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF LAND, COMMONLY KNOWN AS AVENUE "M" EXTENSION, AS PREVIOUSLY DESCRIBED IN OFFICIAL RECORDS BOOK 172, AT PAGES 2669 TO 2671 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND MAG NAIL & DISK STAMPED "SLC LS7079" MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE, NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 548.75 FEET TO A POINT 50 FEET WESTERLY FROM THE CENTERLINE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AS MEASURED AT RIGHT ANGLES THERETO; THENCE, SOUTH 20°40'29" EAST, PARALLEL TO AND 50 FEET WESTERLY FROM THE CENTERLINE OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1,320.92 FEET TO A POINT ON THE SOUTH OF RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) C-25 CANAL; THENCE, NORTH 69°18'53" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CANAL, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE, SOUTH 20°42'18" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION BETWEEN SAID RIGHT-OF-WAY LINES OF THE S.F.W.M.D. C-25 CANAL AND THE FLORIDA EAST COAST RAILROAD; THENCE, NORTH 69°18'50" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CANAL, A DISTANCE OF 198.67 FEET; THENCE, NORTH 85°48'50" EAST, A DISTANCE OF 38.30 FEET; THENCE, SOUTH 15°48'19" EAST, A DISTANCE OF 628.81 FEET; THENCE, NORTH 78°20'48" EAST, A DISTANCE OF 52.93 FEET; THENCE, NORTH 81°16'49" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF N 2ND STREET; THENCE, CONTINUE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STREET FOR THE FOLLOWING TWO (2) COURSES: (1) SOUTH 08°43'11" EAST, A DISTANCE OF 856.10 FEET; THENCE, (2) SOUTH 09°11'18" EAST, A DISTANCE OF 179.54 FEET TO THE POINT OF BEGINNING. THENCE, SOUTH 84°16'30" EAST, A DISTANCE OF 62.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 26°11'58", A RADIUS OF 467.91 FEET, A LONG CHORD BEARING OF NORTH 82°37'30" WEST, AND A LONG CHORD DISTANCE OF 212.10 FEET; THENCE, EASTERLY ALONG SAID CURVE A DISTANCE OF 213.96 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 69°31'30" EAST, A DISTANCE OF 817.11 FEET; THENCE, NORTH 20°28'30" WEST, A DISTANCE OF 590.74 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL OF LAND RECORDED IN

THIS IS NOT A BOUNDARY SURVEY


PROJECT: AVE "M" EXTENSION	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: AVE M EXT.DWG	SHEET: 6 OF 7
	DRAWN/DESIGNED: EA	
	CHECKED/QC: RO	
	JOB NO.: 6651.01	
	DATE: 7/10/2023	

EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

OFFICIAL RECORD BOOK 1053, AT PAGE 2867, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, NORTH 69°45'23" EAST, ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 50.00 FEET; THENCE, SOUTH 20°28'30" EAST, A DISTANCE OF 640.54 FEET; THENCE, SOUTH 69°31'30" WEST, A DISTANCE OF 867.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 26°11'56", A RADIUS OF 517.91 FEET, A LONG CHORD BEARING OF SOUTH 82°37'30" WEST, AND A LONG CHORD DISTANCE OF 234.76 FEET; THENCE, WESTERLY ALONG SAID CURVE A DISTANCE OF 236.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE, SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, BEING TANGENT TO THE AFORESAID CURVE, HAVING A CENTRAL ANGLE OF 103°34'00", A RADIUS OF 31.00 FEET, A LONG CHORD BEARING OF SOUTH 43°57'06" WEST, AND A LONG CHORD DISTANCE OF 48.71 FEET, FOR AN ARC LENGTH OF 56.03 FEET; THENCE, SOUTH 78°58'42" WEST, A DISTANCE OF 8.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 172, AT PAGE 2660, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, NORTH 09°11'18" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 93.79 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAIN 87,636.46 SQUARE FEET OR 2.012 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE FOR AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17 FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Randolph Ortega Digitally signed by Randolph
Gonzalez Ortega Gonzalez
Date: 2023.07.10 17:33:34 -04'00'

RANDOLPH ORTEGA GONZALEZ DATE
FLORIDA SURVEYOR AND MAPPER NO 7284
WGI, INC.
2035 VISTA PARKWAY, WEST PALM BEACH, FL 33411
CERTIFICATE OF AUTHORIZATION LB7055

THIS IS NOT A BOUNDARY SURVEY


PROJECT: AVE "M" EXTENSION	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: AVE M EXT.DWG	SHEET: 7 OF 7
	DRAWN/DESIGNED: EA	
	CHECKED/QC: RO	
	JOB NO.: 6651.01	
	DATE: 7/10/2023	

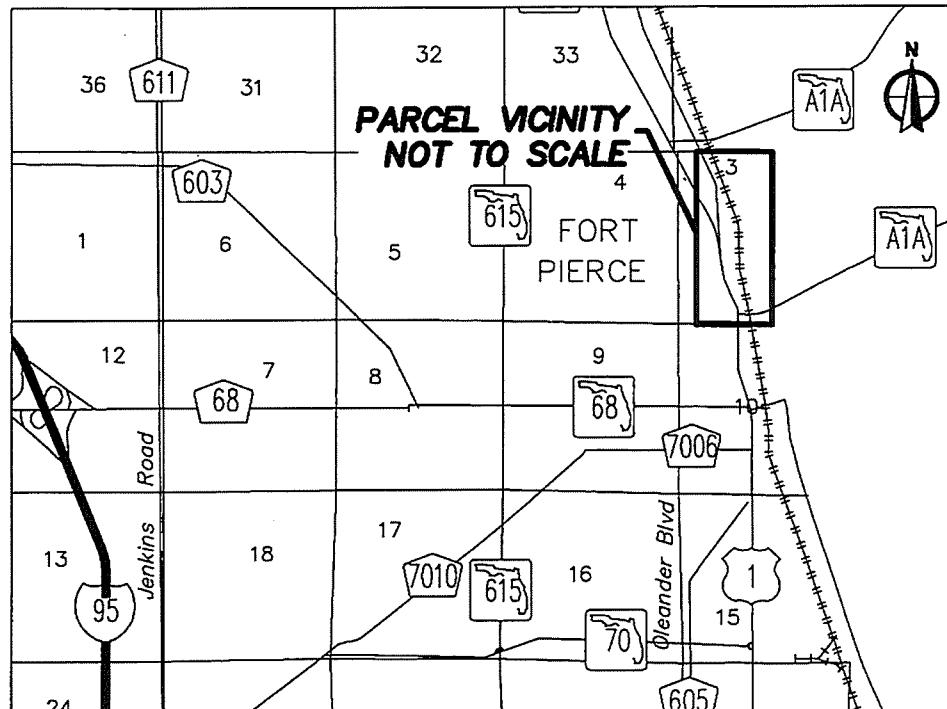
EXHIBIT “A”

II. Port Avenue

[Sheets (Pages) 1 through 3, inclusive]

EXHIBIT "A"

LOCATION MAP:



LEGEND:

- Δ = CENTRAL ANGLE
- B = BASELINE
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.C.R. = CERTIFIED CORNER RECORD
- EXIST. = EXISTING
- IRC = IRON ROD AND CAP
- L = LENGTH OF CURVE
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R = PROPERTY LINE
- R = RADIUS
- RGE. = RANGE
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- STA. = STATION
- TWP. = TOWNSHIP
- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- FND = FOUND
- PI = POINT OF INTERSECTION

○ = SET 5/8" IRON ROD AND CAP STAMPED "WGI LB7055" OR MAG NAIL AND DISK STAMPED "WGI LB7055"

SURVEYOR'S NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD), OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011). A BEARING OF N14°42'11"W HAS BEEN ESTABLISHED BETWEEN MONUMENTS 10001 AND 10004.

POINT No.	NORTHING	EASTING	DESCRIPTION
10001	1,135,895.542	874,594.639	SET MAG NAIL & DISK LB7055
10004	1,138,499.909	873,911.249	SET MAG NAIL & DISK LB7055

2) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

3) THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED.

4) ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.

5) THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A BOUNDARY SURVEY


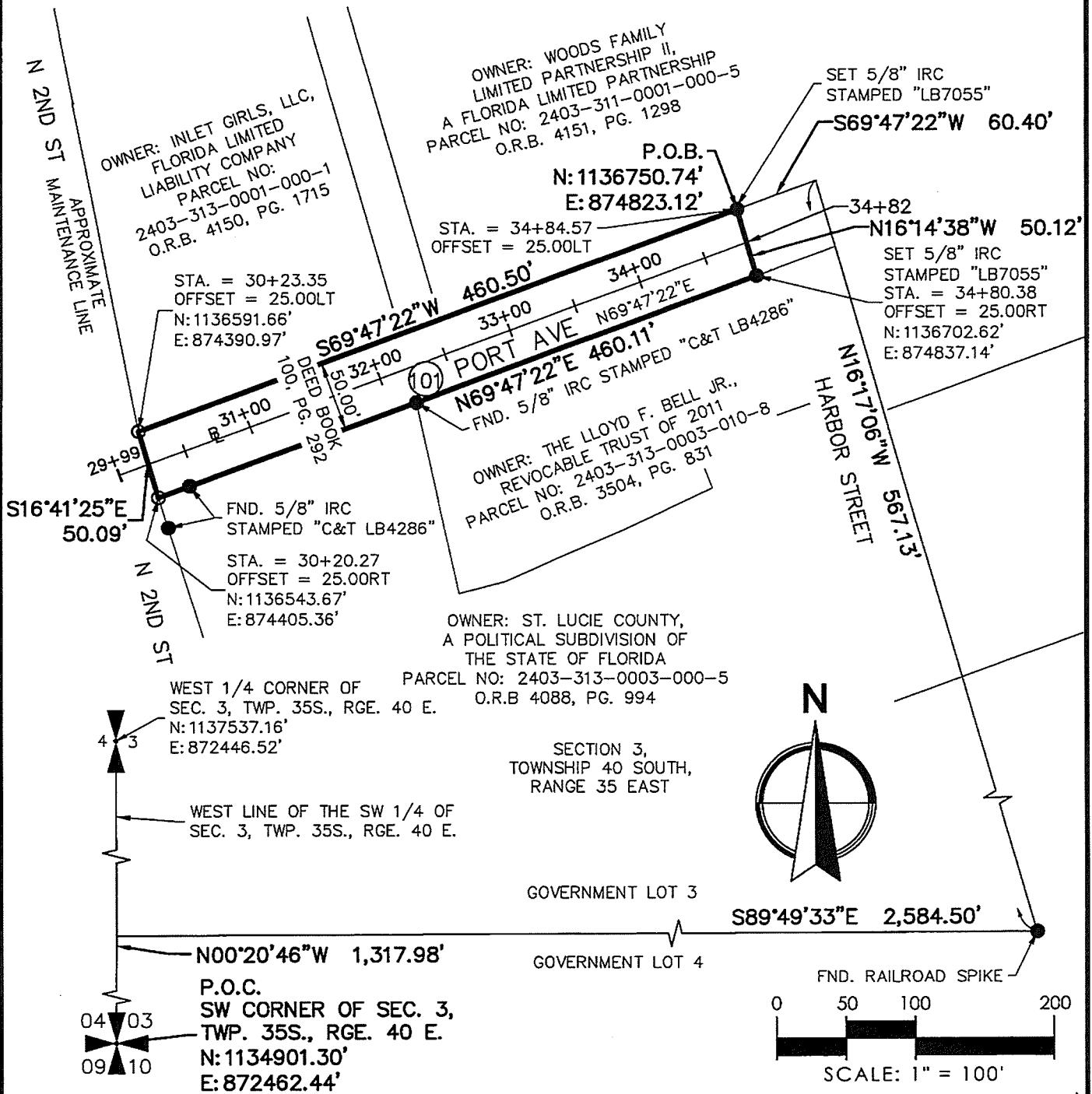
PROJECT: PORT AVENUE		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION		
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		CAD 665101_PORT.DWG		
		DRAWN/DESIGNED JS		SHEET: 1 OF 3
		CHECKED/QC RO		
		JOB NO. 6651.01		
		DATE 6/6/2023		

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT: PORT AVENUE	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 665101_PORT.DWG	
	DRAWN/DESIGNED JS	SHEET: 2 OF 3
	CHECKED/QC RO	
	JOB NO. 6551.01	
DATE 6/6/2023		

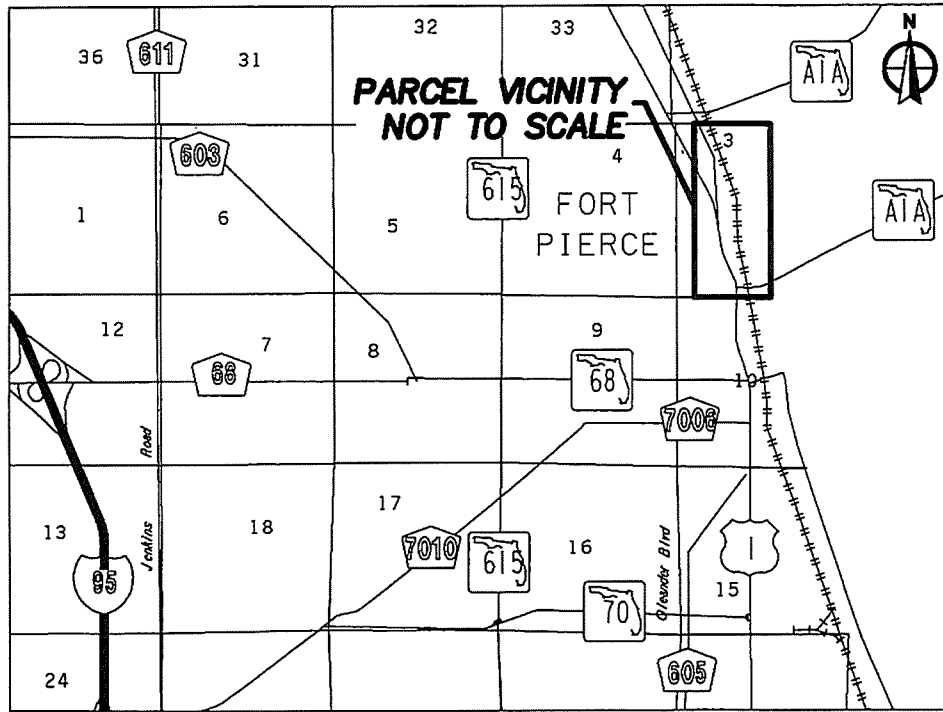
EXHIBIT "A"

III. Harbor Street

[Sheets (Pages) 1 through 3, inclusive]

EXHIBIT "A"

LOCATION MAP:



LEGEND:

- Δ = CENTRAL ANGLE
- BL = BASELINE
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.C.R. = CERTIFIED CORNER RECORD
- EXIST. = EXISTING
- L = LENGTH OF CURVE
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- R = RADIUS
- RGE. = RANGE
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- STA. = STATION
- TWP. = TOWNSHIP
- PI = POINT OF INTERSECTION
- PC = POINT OF CURVATURE FOUND
- FND = FOUND
- PT = POINT OF TANGENCY
- = SET 5/8" IRON ROD AND CAP STAMPED "WGI LB7055", UNLESS DESCRIBED OTHERWISE

SURVEYOR'S NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD), OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011). A BEARING OF N14°42'11"W HAS BEEN ESTABLISHED BETWEEN MONUMENTS 10001 AND 10004.

POINT No.	NORTHING	EASTING	DESCRIPTION
10001	1,135,895.542	874,594.639	SET MAG NAIL & DISK LB7055
10004	1,138,499.909	873,911.249	SET MAG NAIL & DISK LB7055

2) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

3) THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED.

4) ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.

5) THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A BOUNDARY SURVEY


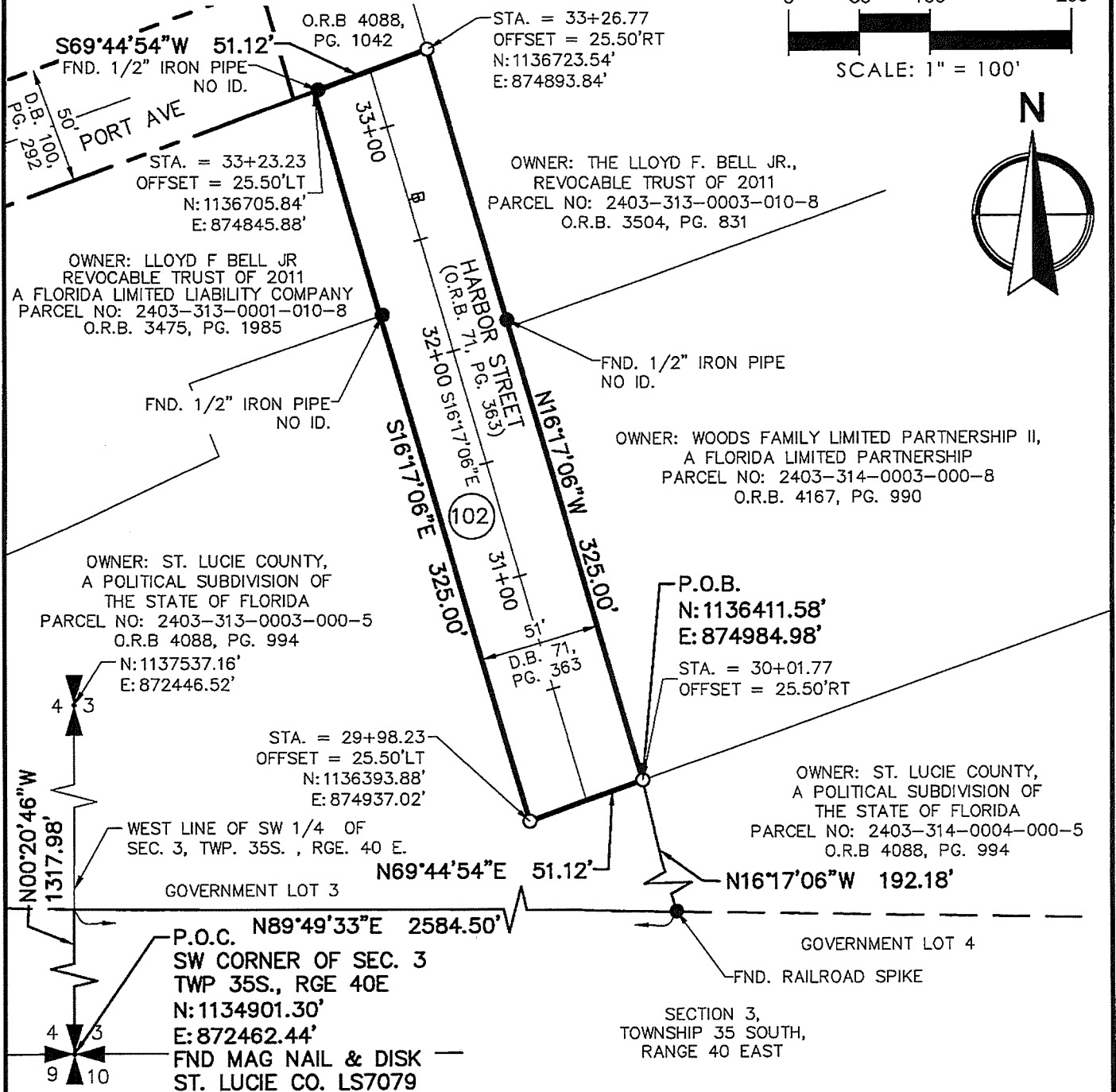
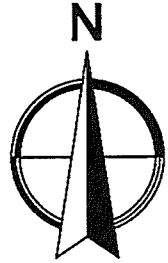
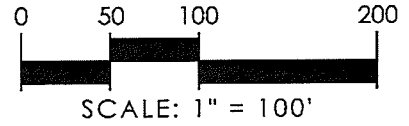
PROJECT: HARBOR STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 665101_HARBOR.DWG	
	DRAWN/DESIGNED JS	SHEET: 1 OF 3
	CHECKED/QC RO	
	JOB NO. 6651.01	
	DATE 6/26/2023	

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT: HARBOR STREET		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY: 		CAD 665101_HARBOR.DWG	
2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		CHECKED/QC: RO	SHEET: 2 OF 3
		JOB NO.: 6651.01	
		DATE: 6/26/2023	

EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF LAND, COMMONLY KNOWN AS HARBOR STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 71, AT PAGE 363 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MAG NAIL AND DISK STAMPED "SLC LS7079", MARKING THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 00°20'46" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1,317.98 FEET TO A LINE DIVIDING GOVERNMENT LOTS 3 AND 4 OF SAID SECTION; THENCE NORTH 89°49'33" EAST, ALONG SAID GOVERNMENT LOT LINE, A DISTANCE OF 2,584.50 FEET TO A RAILROAD SPIKE; THENCE NORTH 16°17'06" WEST, A DISTANCE OF 192.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16°17'06" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HARBOR STREET, A DISTANCE OF 325.00 FEET; THENCE SOUTH 69°44'54" WEST, A DISTANCE OF 51.12 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF HARBOR STREET; THENCE SOUTH 16°17'06" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 325.00 FEET; THENCE NORTH 69°44'54" EAST, A DISTANCE OF 51.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,574 SQUARE FEET, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE FOR AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17 FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Randolph
Ortega Gonzalez

Digitally signed by
Randolph Ortega Gonzalez
Date: 2023.06.29 15:02:15
-04'00'

RANDOLPH ORTEGA GONZALEZ DATE
FLORIDA SURVEYOR AND MAPPER NO 7284
WGI, INC.

2305 VISTA PARKWAY, WEST PALM BEACH, FL 33411

CERTIFICATE OF AUTHORIZATION LB7055

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT:	HARBOR STREET	TASK:	PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:	 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 665101_HARBOR.DWG		
		DRAWN/DESIGNED	JS	SHEET: 3 OF 3
		CHECKED/QC	RO	
		JOB NO.	6651.01	
	DATE	6/26/2023		

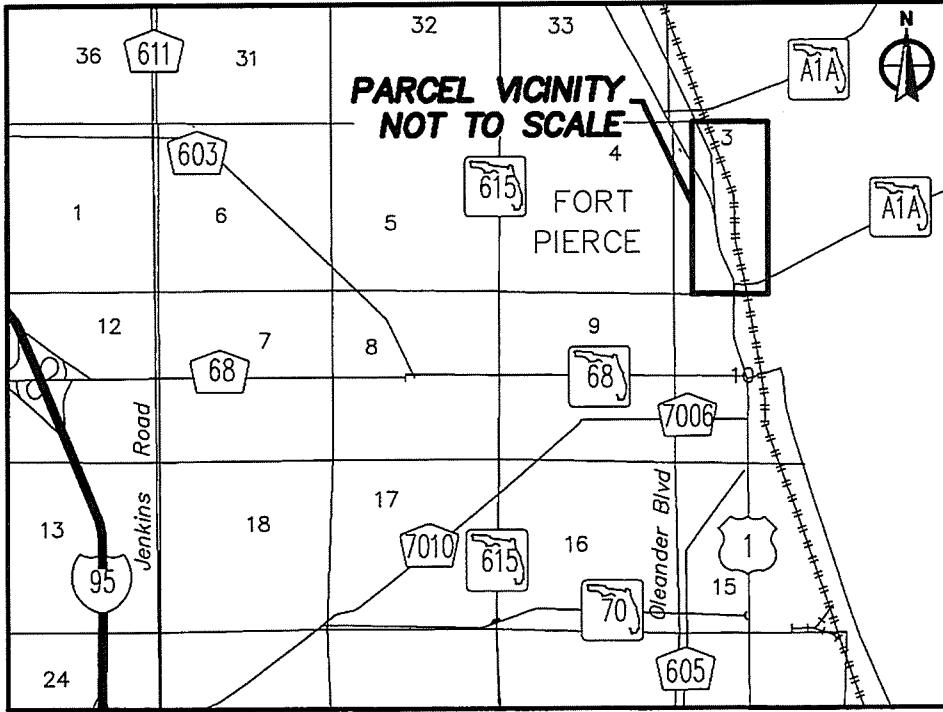
EXHIBIT "A"

**IV. North Indian River Drive from Seaway
Drive to Fisherman's Wharf**

[Sheets (Pages) 1 through 4, inclusive]

EXHIBIT "A"

LOCATION MAP:



LEGEND:

- Δ = CENTRAL ANGLE
- B = BASELINE
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.C.R. = CERTIFIED CORNER RECORD
- EXIST. = EXISTING
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- L = LENGTH OF CURVE
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- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
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- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- STA. = STATION
- TWP. = TOWNSHIP
- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- FND = FOUND
- PT = POINT OF INTERSECTION
- F.S. = FLORIDA STATUTE

○ = SET 5/8" IRON ROD AND CAP STAMPED "WGI LB7055", UNLESS DESCRIBED OTHERWISE

SURVEYOR'S NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD), OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011). A BEARING OF N14°42'11"W HAS BEEN ESTABLISHED BETWEEN MONUMENTS 10001 AND 10004.

POINT No.	NORTHING	EASTING	DESCRIPTION
10001	1,135,895.542	874,594.639	SET MAG NAIL & DISK LB7055
10004	1,138,499.909	873,911.249	SET MAG NAIL & DISK LB7055

2) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

3) THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED.

4) ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.

5) THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A BOUNDARY SURVEY


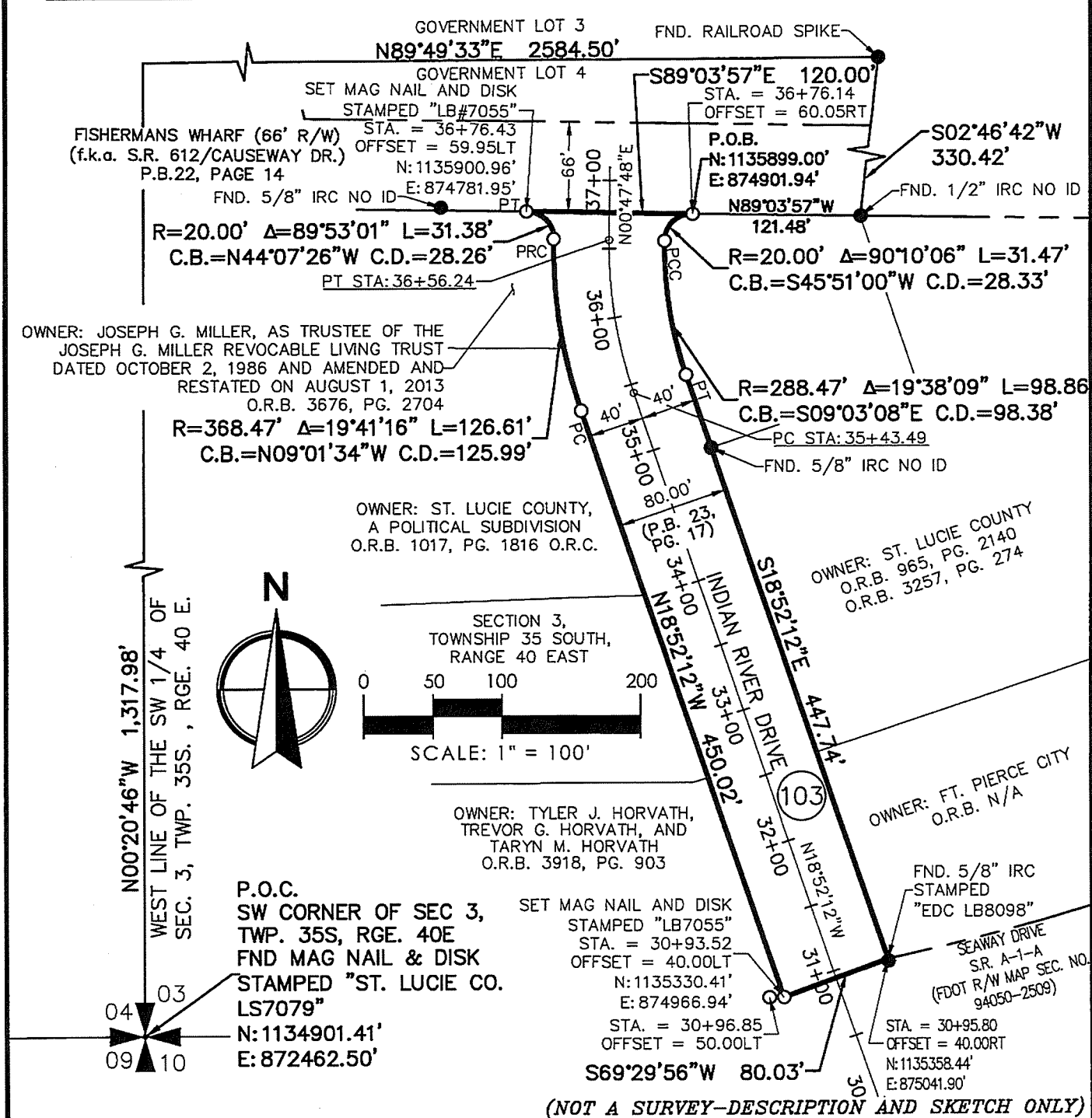
PROJECT:	INDIAN RIVER DRIVE	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:	 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 665101_INDIAN.DWG	
		DRAWN/DESIGNED JS	SHEET: 1 OF 4
		CHECKED/QC RO	
		JOB NO. 6651.01	
		DATE 6/28/2023	

EXHIBIT A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT:	INDIAN RIVER DRIVE	TASK:	PARCEL SKETCH AND LEGAL DESCRIPTION
PREPARED BY:	 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD	665101_INDIAN.DWG
		DRAWN/DESIGNED	JS
		CHECKED/QC	RO
		JOB NO.	6551.01
		DATE	6/28/2023
		SHEET:	2 OF 4

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF INDIAN RIVER DRIVE, AS RECORDED IN PLAT BOOK 23, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING NORTH OF SEAWAY DRIVE, ALSO KNOWN AS STATE ROAD A1A, AS DEPICTED IN RIGHT OF WAY MAP SECTION 94050-2509 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND SOUTH OF FISHERMAN'S WHARF FORMERLY KNOWN AS STATE ROAD 162 (CAUSEWAY DRIVE), IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, THENCE RUN NORTH 00°20'46" WEST, A DISTANCE OF 1317.98 FEET TO THE LINE DIVIDING GOVERNMENT LOTS 3 AND 4 OF SAID SECTION 3; THENCE RUN NORTH 89°49'33" EAST, A DISTANCE OF 2,584.50 FEET TO A FOUND RAILROAD SPIKE; THENCE RUN SOUTH 02°46'42" WEST, A DISTANCE OF 330.42 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF FISHERMANS WHARF; THENCE RUN NORTH 89°03'57" WEST, A DISTANCE OF 121.48 FEET TO THE INTERSECTION BETWEEN THE SOUTHERLY RIGHT-OF-WAY LINE OF FISHERMAN'S WHARF AND THE EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE AS RECORDED IN PLAT BOOK 23, PAGE 17 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 90°10'06", A RADIUS OF 20.00 FEET, A LONG CHORD BEARING OF SOUTH 45°51'00" WEST, AND A LONG CHORD DISTANCE OF 28.33 FEET; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE FOR THE FOLLOWING THREE (3) COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.47 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, BEING TANGENT TO THE AFORESAID CURVE, HAVING A CENTRAL ANGLE OF 19°38'09", A RADIUS OF 288.47 FEET, A LONG CHORD BEARING OF SOUTH 09°03'08" EAST, AND A LONG CHORD DISTANCE OF 98.38 FEET, FOR AN ARC LENGTH OF 98.86 FEET TO THE POINT OF TANGENCY; THENCE (3)

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)


PROJECT: INDIAN RIVER DRIVE	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD 665101_INDIAN.DWG	SHEET: 3 OF 4
	DRAWN/DESIGNED JS	
	CHECKED/QC RO	
	JOB NO. 6651.01	
	DATE 6/28/2023	

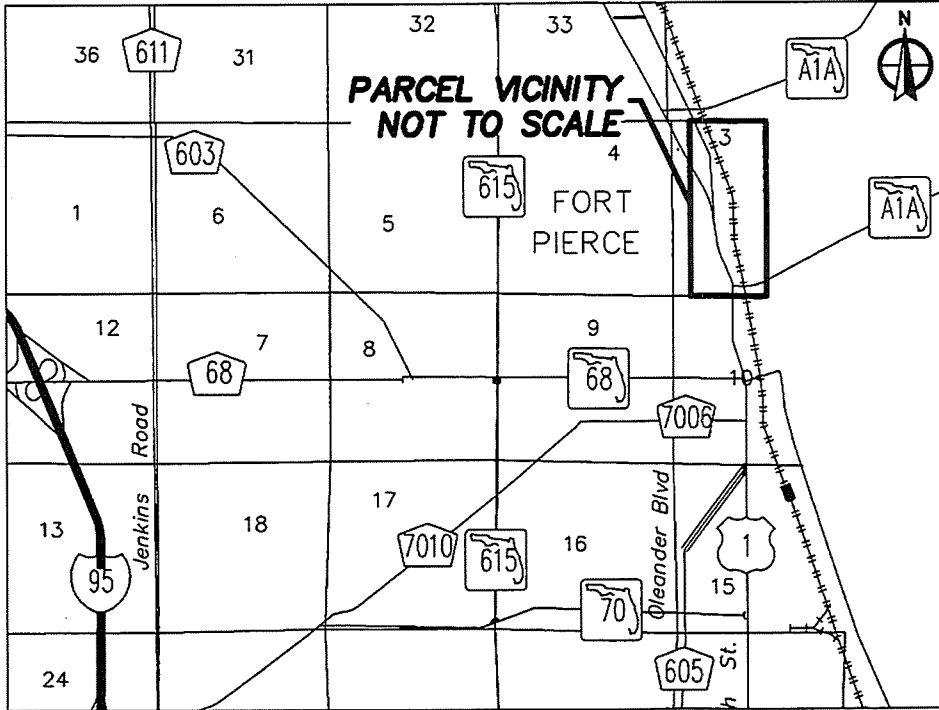
EXHIBIT "A"

**V. Fisherman's Wharf from the
Florida East Coast Railway (FEC)
Right-of-Way to its Eastern Terminus**

[Sheets (Pages) 1 through 7, inclusive]

EXHIBIT "A"

LOCATION MAP:



LEGEND:

- Δ = CENTRAL ANGLE
- B = BASELINE
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.C.R. = CERTIFIED CORNER RECORD
- EXIST. = EXISTING
- IRC = IRON ROD & CAP
- IR = IRON ROD
- L = LENGTH OF CURVE
- O.R.B. = OFFICIAL RECORDS BOOK
- O/S = OFFSET
- (P) = PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.L. = PROPERTY LINE
- R = RADIUS
- RGE. = RANGE
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- STA. = STATION
- TWP. = TOWNSHIP
- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- FND = FOUND
- F.S. = FLORIDA STATUTE

- ① = OWNERSHIP LABEL, SEE SHEET 5 FOR OWNERSHIP INFORMATION
- = SET 5/8" IRON ROD AND CAP STAMPED "WGI LB7055", UNLESS DESCRIBED OTHERWISE

SURVEYOR'S NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD), OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011). A BEARING OF N14°42'11"W HAS BEEN ESTABLISHED BETWEEN MONUMENTS 10001 AND 10004.

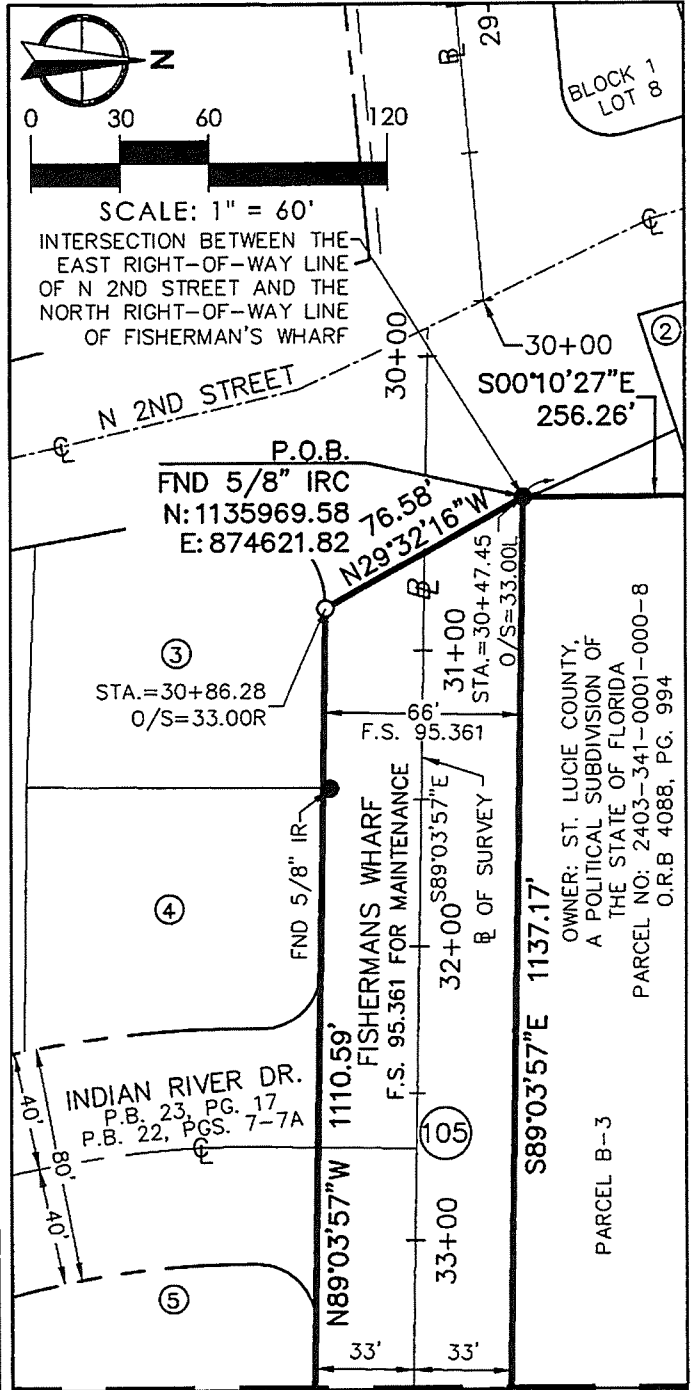
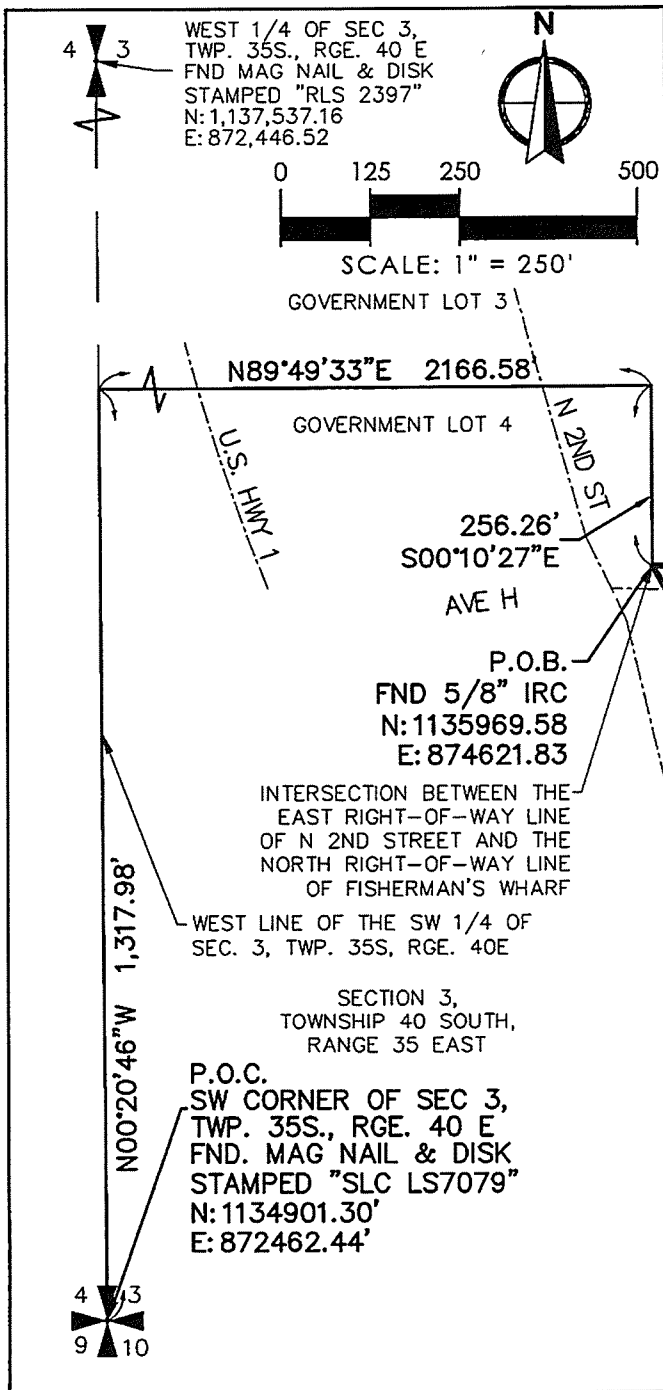
POINT No.	NORTHING	EASTING	DESCRIPTION
10001	1,135,895.542	874,594.639	SET MAG NAIL & DISK LB7055
10004	1,138,499.909	873,911.249	SET MAG NAIL & DISK LB7055

- 2) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.
- 3) THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED.
- 4) ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
- 5) THIS DOCUMENT CONSISTS OF SEVEN (7) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.
- 6) NO RECORDED EVIDENCE OF RIGHT OF WAY DEDICATION WAS FOUND OR PROVIDED. FISHERMAN'S WHARF AND AVENUE H RIGHT OF WAY SHOWN HEREON IS DETERMINED BASED ON BEST AVAILABLE EVIDENCE AND IS CONSIDERED "APPROXIMATE" BASED ON FLORIDA STATUTE 95.361 FOR MAINTENANCE. THIS IS NOT A BOUNDARY SURVEY

PROJECT: FISHERMAN'S WHARF / AVENUE "H"	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY: 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD FISHERMANS WHARF.DWG	SHEET: 1 OF 7
	DRAWN/DESIGNED EA	
	CHECKED/QC RO	
	JOB NO. 6651.01	
DATE 7/11/2023		

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SEE SHEET # 3 FOR CONTINUATION

PROJECT: FISHERMAN'S WHARF / AVENUE "H"

TASK: PARCEL SKETCH AND LEGAL DESCRIPTION

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD: FISHERMANS WHARF.DWG

DRAWN/DESIGNED: EA

CHECKED/QC: RO

JOB NO.: 6651.01

DATE: 7/11/2023

SHEET:

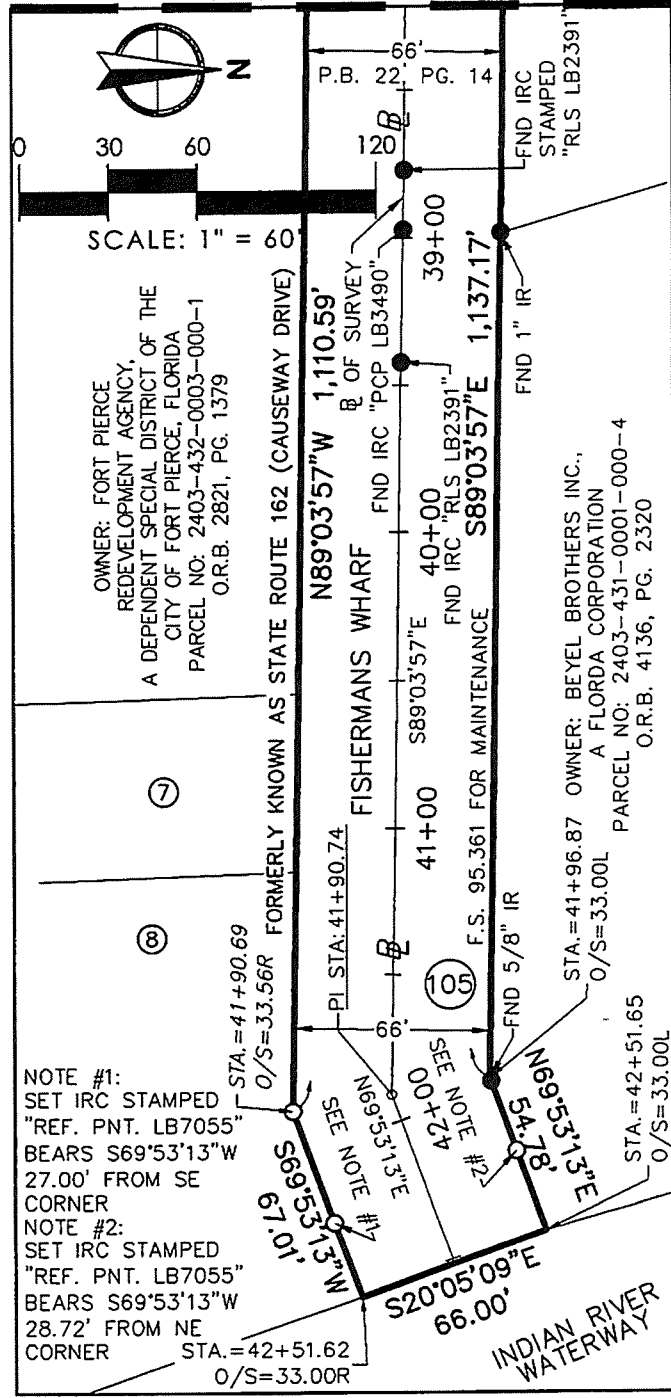
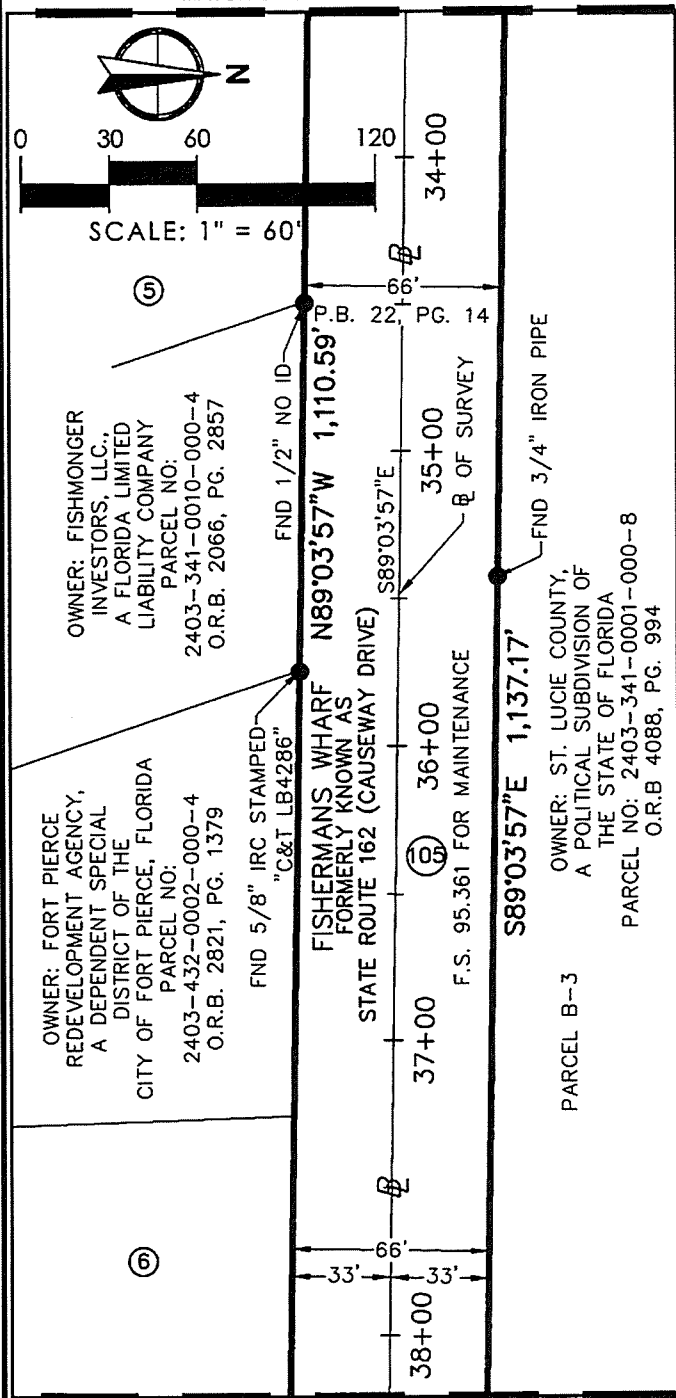
2 OF 7

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE - SHEET #02

MATCH LINE - BELOW - LEFT SIDE



MATCH LINE - ABOVE - RIGHT SIDE

PROJECT: FISHERMAN'S WHARF / AVENUE "H"

TASK: PARCEL SKETCH AND LEGAL DESCRIPTION

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

CAD: FISHERMANS WHARF.DWG

DRAWN/DESIGNED: EA

CHECKED/QC: RO

JOB NO.: 6651.01

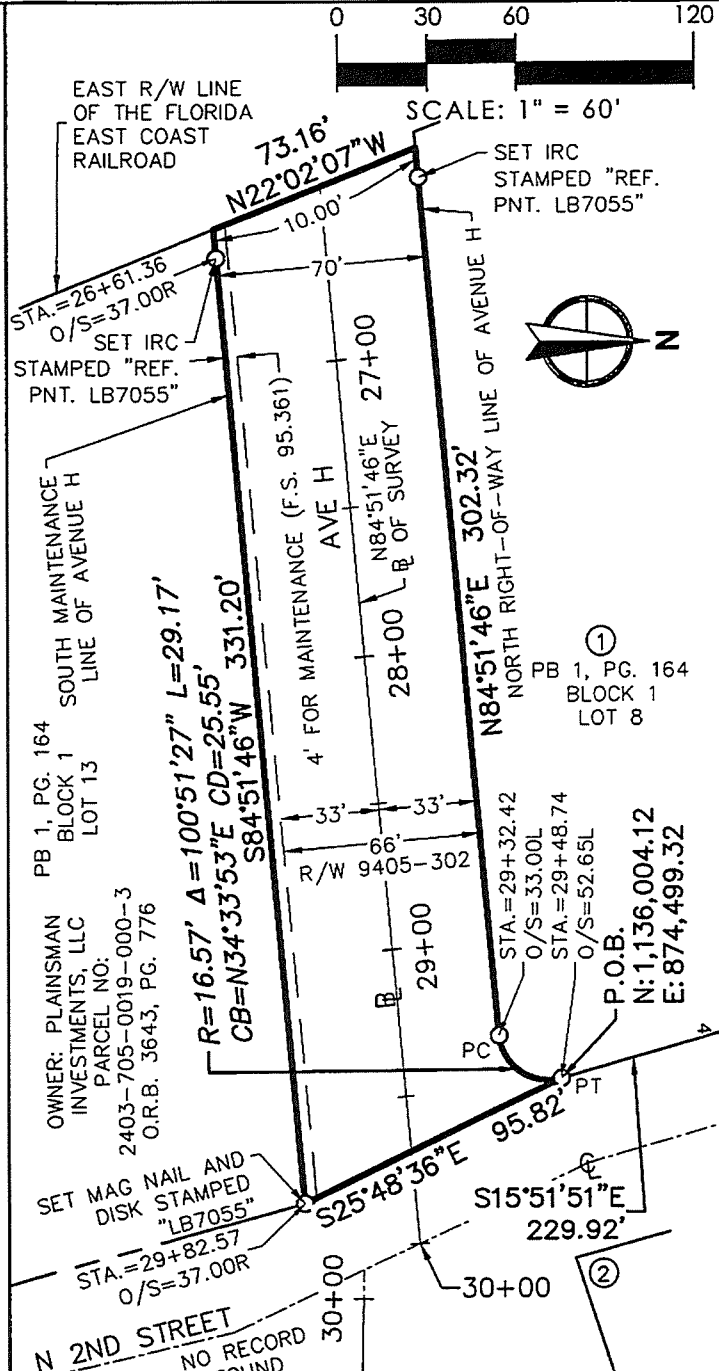
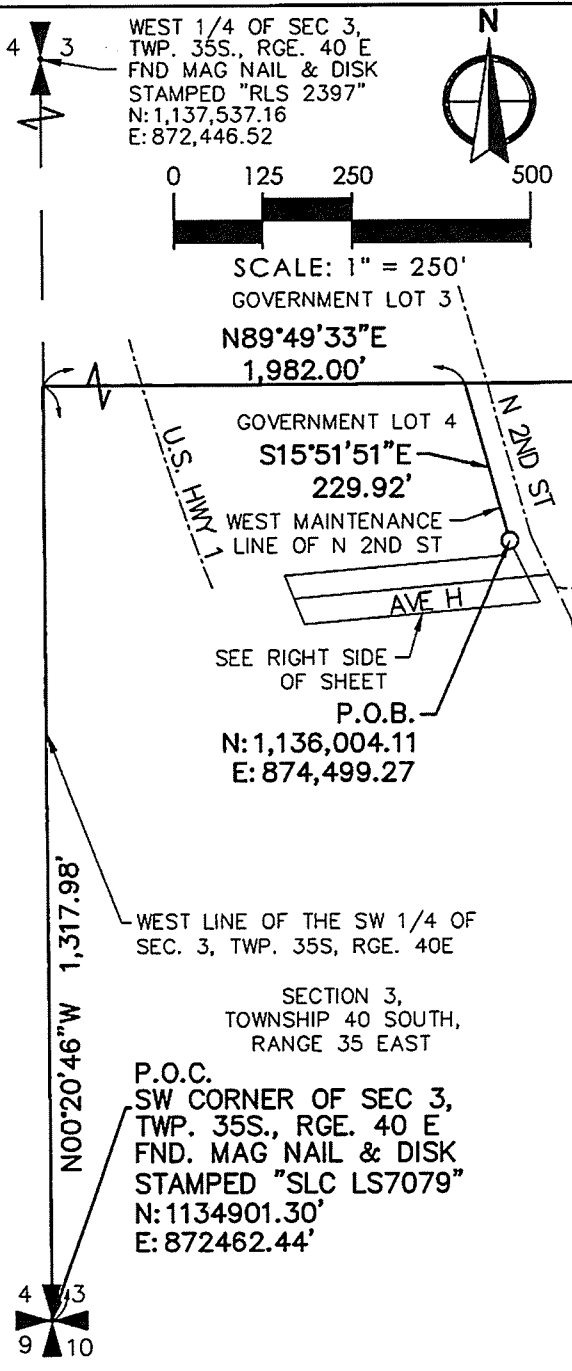
DATE: 7/11/2023


SHEET:

3 OF 7

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: FISHERMAN'S WHARF / AVENUE "H"		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY: 		CAD: FISHERMANS WHARF.DWG	
2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 886.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		DRAWN/DESIGNED: EA	SHEET: 4 OF 7
		CHECKED/QC: RO	
		JOB NO.: 6651.01	
		DATE: 7/11/2023	

Randy Ortega P:\66006651.01 SLC 6 Streets ROW and Boundary Survey\SURVEY\Drawings\Parcel Sketch EA-JSFISHERMANS WHARF\FISHERMANS WHARF.dwg --- Plotfile: 7/11/2023 4:51:47 PM Saved: 7/11/2023 4:54:45 PM

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

- ① OWNER: THE LLOYD F. BELL JR.,
REVOCABLE TRUST OF 2011, AS TO
AN UNDIVIDED 1/2 INTEREST AND
CARMELA BELL, A SINGLE WOMAN
AS TO AN UNDIVIDED 1/2 INTEREST
PARCEL NO: 2403-705-0009-000-0
O.R.B. 3475, PG. 1989
- ② OWNER: ST. LUCIE COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
PARCEL NO: 2403-341-0002-000-5
O.R.B 4088, PG. 1042
- ③ OWNER: MARGIE S. DEBOLT, TRUSTEE, OR HE
SUCCESSORS IN TRUST, UNDER THE
DWIGHT A. DEBOLT
FAMILY TRUST U/T/D 7/11/2002
PARCEL NO: 2403-341-0003-000-2
O.R.B. 3741, PG. 382
- ④ OWNER: JOSEPH G. MILLER, AS TRUSTEE
OF THE JOSEPH G. MILLER REVOCABLE
LIVING TRUST DATED OCTOBER 2, 1986
AND AMENDED AND RESTATED ON
AUGUST 1, 2013
PARCEL NO: 2403-341-0004-000-9
O.R.B. 3676, PG. 2704
- ⑤ OWNER: ST. LUCIE COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
PARCEL NO: 2403-341-0009-000-4
O.R.B. 3257, PG. 274
- ⑥ OWNER: FORT PIERCE REDEVELOPMENT AGENC
A DEPENDENT SPECIAL DISTRICT OF THE
CITY OF FORT PIERCE, FLORIDA
PARCEL NO: 2403-432-0002-000-4
O.R.B. 2821, PG. 1379
- ⑦ OWNER: BEYEL BROTHERS INC.,
A FLORIDA CORPORATION
PARCEL NO: 2403-432-0005-000-5
O.R.B. 4136, PG. 2320
- ⑧ OWNER: BEYEL BROTHERS INC.,
A FLORIDA CORPORATION
PARCEL NO: 2403-432-0005-000-1
O.R.B. 4136, PG. 2320

Randy Ortega P:\66006551.01 SLC 6 Streets ROW and Boundary Survey\SURVEY\Drawings\Survey\Support Drawings\Parcel Sketch EA-BS\FISHERMANS WHARF\FISHERMANS WHARF.dwg -- Plotter: 7/11/2023 4:51:48 PM Saved: 7/11/2023 4:04:45 PM


PROJECT: FISHERMAN'S WHARF / AVENUE "H"	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY: <div style="text-align: center; margin-top: 10px;">  IWGITM 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055 </div>	CAD: FISHERMANS WHARF.DWG	
	DRAWN/DESIGNED: EA	SHEET: 5 OF 7
	CHECKED/QC: RO	
	JOB NO.: 6651.01	
	DATE: 7/11/2023	

EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF LAND COMMONLY KNOWN AS FISHERMANS WHARF, FORMERLY KNOWN AS STATE ROAD 162 / CAUSEWAY DRIVE, LYING EAST OF NORTH 2ND STREET AND WEST OF THE INDIAN RIVER, IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND MAG NAIL AND DISK STAMPED "SLC LS7079" MARKING THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°20'46" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1,317.98 FEET, TO A LINE DIVIDING GOVERNMENT LOTS 3 AND 4 OF SAID SECTION 3; THENCE NORTH 89°49'33" EAST ALONG SAID GOVERNMENT LOT LINE, A DISTANCE OF 2,166.58 FEET; THENCE SOUTH 00°10'27" EAST ALONG A LINE AT A RIGHT ANGLE TO THE PREVIOUSLY DESCRIBED COURSE, A DISTANCE OF 256.26 FEET TO A POINT OF INTERSECTION BETWEEN THE EASTERLY RIGHT OF WAY LINE OF NORTH 2ND STREET AND THE NORTH RIGHT WAY LINE OF FISHERMAN'S WHARF, AND THE POINT OF BEGINNING; THENCE SOUTH 89°03'57" EAST, A DISTANCE OF 1,137.17 FEET; THENCE NORTH 69°53'13" EAST, A DISTANCE OF 54.78 FEET TO THE WESTERLY RIGHT OF WAY OF THE INDIAN RIVER WATERWAY; THENCE SOUTH 20°05'09" EAST ALONG SAID WESTERLY RIGHT-OF-WAY OF THE INDIAN RIVER WATERWAY, A DISTANCE OF 66.00 FEET; THENCE SOUTH 69°53'13" WEST, A DISTANCE OF 67.01 FEET; THENCE NORTH 89°03'57" WEST, A DISTANCE OF 1,110.59 FEET TO A POINT OF INTERSECTION BETWEEN THE EASTERLY RIGHT OF WAY LINE OF NORTH 2ND STREET AND THE SOUTH RIGHT OF WAY LINE OF FISHERMAN'S WHARF; THENCE NORTH 29°32'16" WEST ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 76.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 78,195.28 SQUARE FEET OR 1.795 ACRES, MORE OR LESS.

THIS IS NOT A BOUNDARY SURVEY


PROJECT: FISHERMAN'S WHARF / AVENUE "H"		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.809.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: FISHERMANS WHARF.DWG		SHEET: 6 OF 7
	DRAWN/DESIGNED: EA		
	CHECKED/QC: RO		
	JOB NO.: 6651.01		
		DATE: 7/11/2023	

EXHIBIT "A"

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

TOGETHER WITH:

A PORTION OF LAND COMMONLY KNOWN AS AVENUE "H", LYING EAST OF THE FEC RAILROAD AND WEST OF NORTH 2ND STREET, IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND MAG NAIL AND DISK STAMPED "SLC LS7079", MARKING THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE NORTH 00°20'46" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1317.98 FEET TO A LINE DIVIDING GOVERNMENT LOTS 3 AND 4 OF SAID SECTION 3; THENCE NORTH 89°49'33" EAST ALONG SAID GOVERNMENT LOT LINE, A DISTANCE OF 1,982.00 FEET TO THE INTERSECTION WITH THE WEST MAINTENANCE LINE OF NORTH 2ND STREET; THENCE SOUTH 15°51'51" EAST ALONG SAID WEST LINE A DISTANCE OF 229.92 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE H, ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 25°48'36" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET, A DISTANCE OF 95.82 FEET TO THE INTERSECTION OF THE SOUTH MAINTENANCE LINE OF AVENUE H AND THE WEST MAINTENANCE LINE OF NORTH 2ND STREET; THENCE SOUTH 84°51'46" WEST ALONG SAID SOUTH MAINTENANCE LINE A DISTANCE OF 331.20 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE NORTH 22°02'07" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 73.16 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AVENUE H; THENCE NORTH 84°51'46" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 302.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 100°51'27", A RADIUS OF 16.57 FEET, A LONG CHORD BEARING OF NORTH 34°33'53" EAST, AND A LONG CHORD DISTANCE OF 25.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,130.06 SQUARE FEET OR 0.531 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE FOR AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17 FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.

Randolph Ortega Digitally signed by Randolph
Gonzalez Ortega Gonzalez
Date: 2023.07.11 17:49:15 -04'00'

RANDOLPH ORTEGA GONZALEZ DATE
FLORIDA SURVEYOR AND MAPPER NO 7284
WGI, INC.
2035 VISTA PARKWAY, WEST PALM BEACH, FL 33411
CERTIFICATE OF AUTHORIZATION LB7055

THIS IS NOT A BOUNDARY SURVEY


PROJECT: FISHERMAN'S WHARF / AVENUE "H"	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: FISHERMANS WHARF.DWG	SHEET: 7 OF 7
	DRAWN/DESIGNED: EA	
	CHECKED/QC: RO	
	JOB NO.: 6651.01	
	DATE: 7/11/2023	

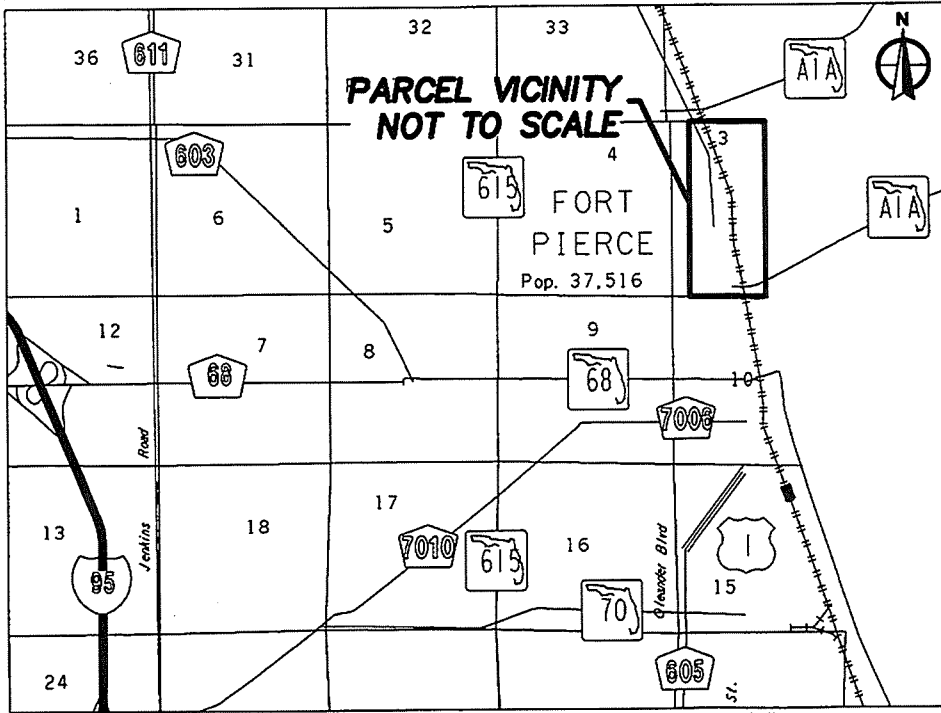
EXHIBIT "A"

**VI. North Second Street from Seaway Drive
to its Northern Terminus**

[Sheets (Pages) 1 through 10, inclusive]

EXHIBIT "A"

LOCATION MAP:



- ① = OWNERSHIP LABEL, SEE SHEET 7 FOR OWNERSHIP INFORMATION
- = SET 5/8" IRON ROD AND CAP STAMPED "WGI LB7055", UNLESS DESCRIBED OTHERWISE

LEGEND:

- Δ = CENTRAL ANGLE
- BL = BASELINE
- C.B. = CHORD BEARING
- C.D. = CHORD DISTANCE
- C.C.R. = CERTIFIED CORNER RECORD
- EXIST. = EXISTING
- IR = IRON ROD
- IRC = IRON ROD & CAP
- L = LENGTH OF CURVE
- MAINT. = MAINTENANCE
- O.R.B. = OFFICIAL RECORDS BOOK
- (P) = PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PL = PROPERTY LINE
- R = RADIUS
- RGE. = RANGE
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- S.R. = STATE ROAD
- STA. = STATION
- TWP. = TOWNSHIP
- PT = POINT OF TANGENCY
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- FND = FOUND

SURVEYOR'S NOTES:

1) BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD), OF 1983, ADJUSTMENT OF 2011 (NAD 83/2011). A BEARING OF N14°42'11"W HAS BEEN ESTABLISHED BETWEEN MONUMENTS 10001 AND 10004.

POINT No.	NORTHING	EASTING	DESCRIPTION
10001	1,135,895.542	874,594.639	SET MAG NAIL & DISK LB7055
10004	1,138,499.909	873,911.249	SET MAG NAIL & DISK LB7055

2) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. EXCEPT THOSE WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.

3) THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED.

4) ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.

5) THIS DOCUMENT CONSISTS OF TEN (10) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. **THIS IS NOT A BOUNDARY SURVEY**


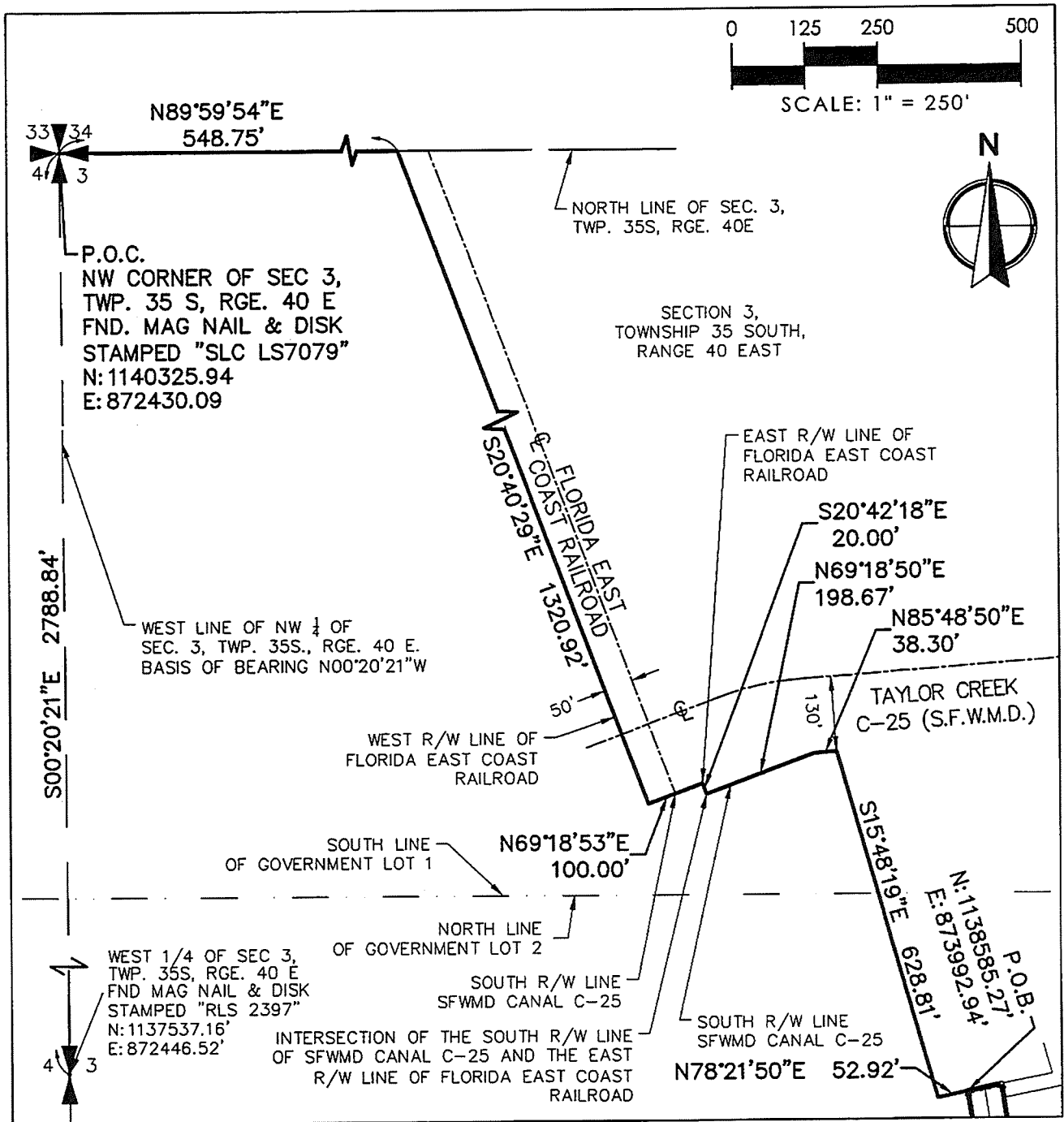
PROJECT: N 2 ND STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD N 2ND ST.DWG	SHEET: 1 OF 10
	DRAWN/DESIGNED EA	
	CHECKED/QC RO	
	JOB NO. 6651.01	
	DATE 7/11/2023	

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SEE SHEET # 3 FOR CONTINUATION


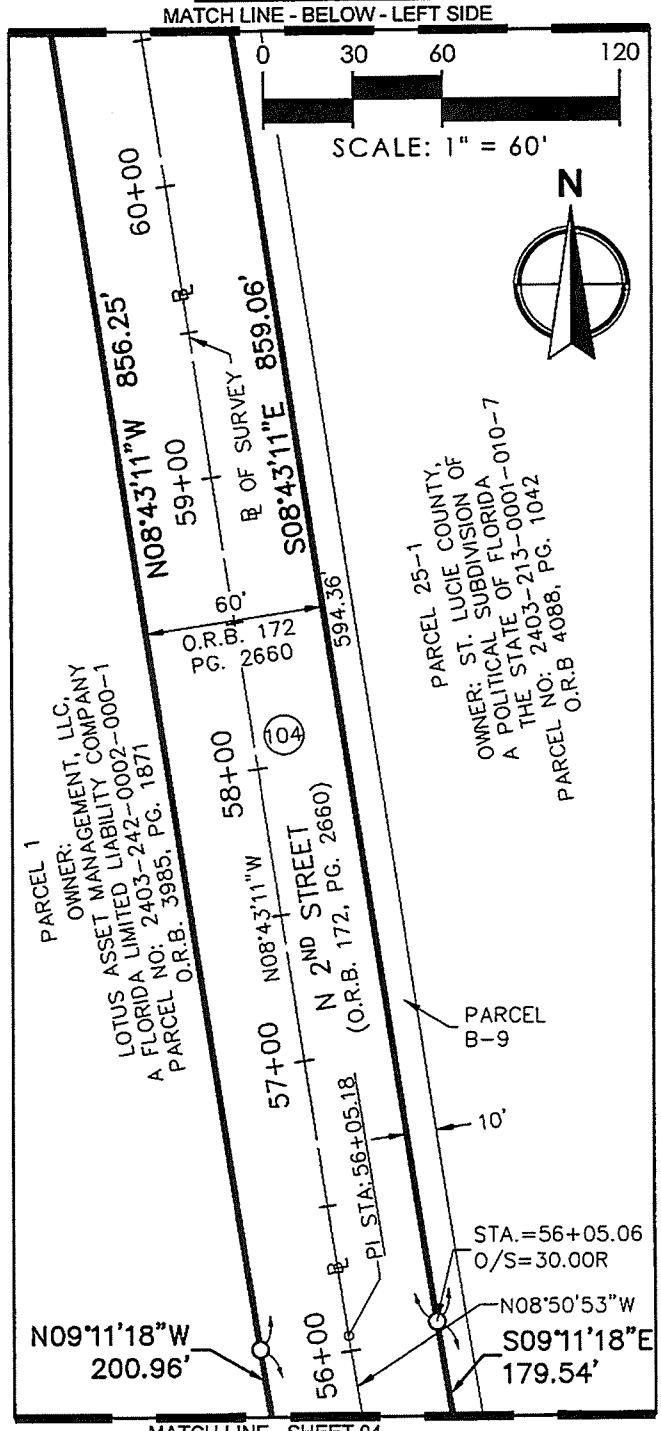
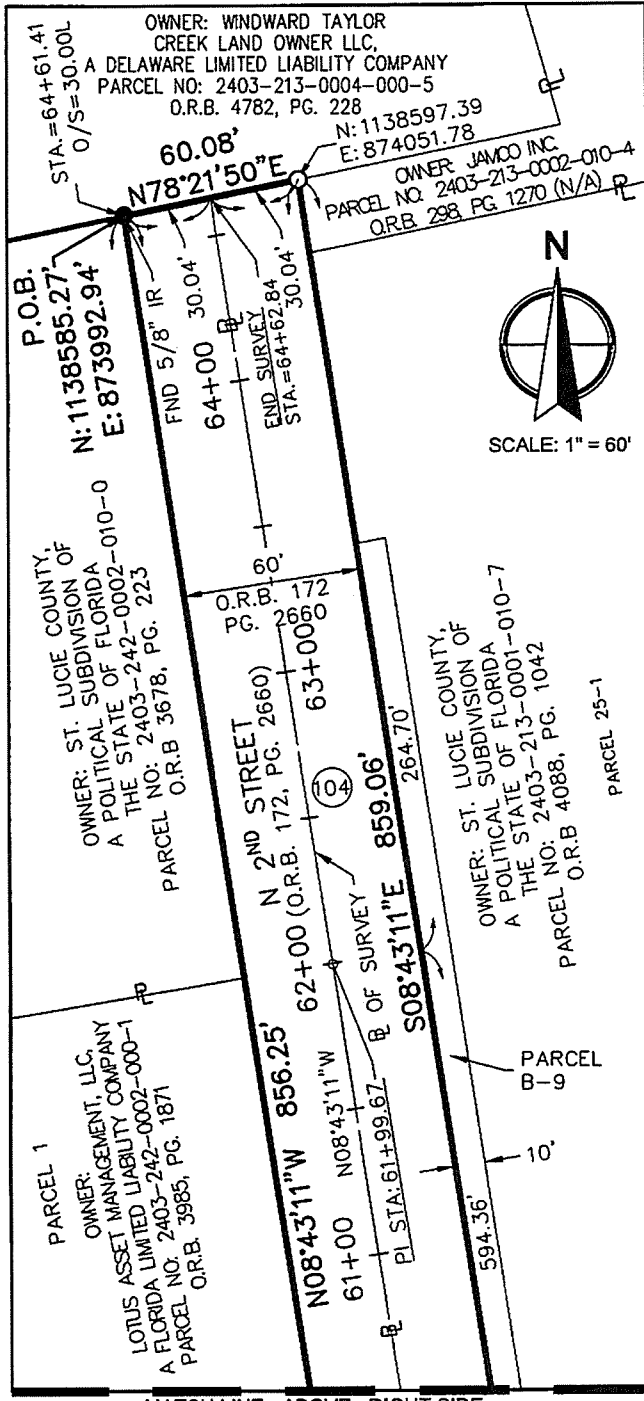
<p>PROJECT: N 2ND STREET</p>	<p>TASK: PARCEL SKETCH AND LEGAL DESCRIPTION</p>	
<p>PREPARED BY:</p>  <p>2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055</p>	<p>CAD: N 2ND ST.DWG</p>	<p>SHEET: 2 OF 10</p>
	<p>DRAWN/DESIGNED: EA</p>	
	<p>CHECKED/QC: RO</p>	
	<p>JOB NO.: 6651.01 DATE: 7/11/2023</p>	

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: N 2ND STREET

TASK: PARCEL SKETCH AND LEGAL DESCRIPTION

PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411
 Phone No. 866.909.2220 www.wginc.com
 Cert No. 6091 - LB No. 7055

CAD: N 2ND ST.DWG

DRAWN/DESIGNED: EA

CHECKED/QC: RO

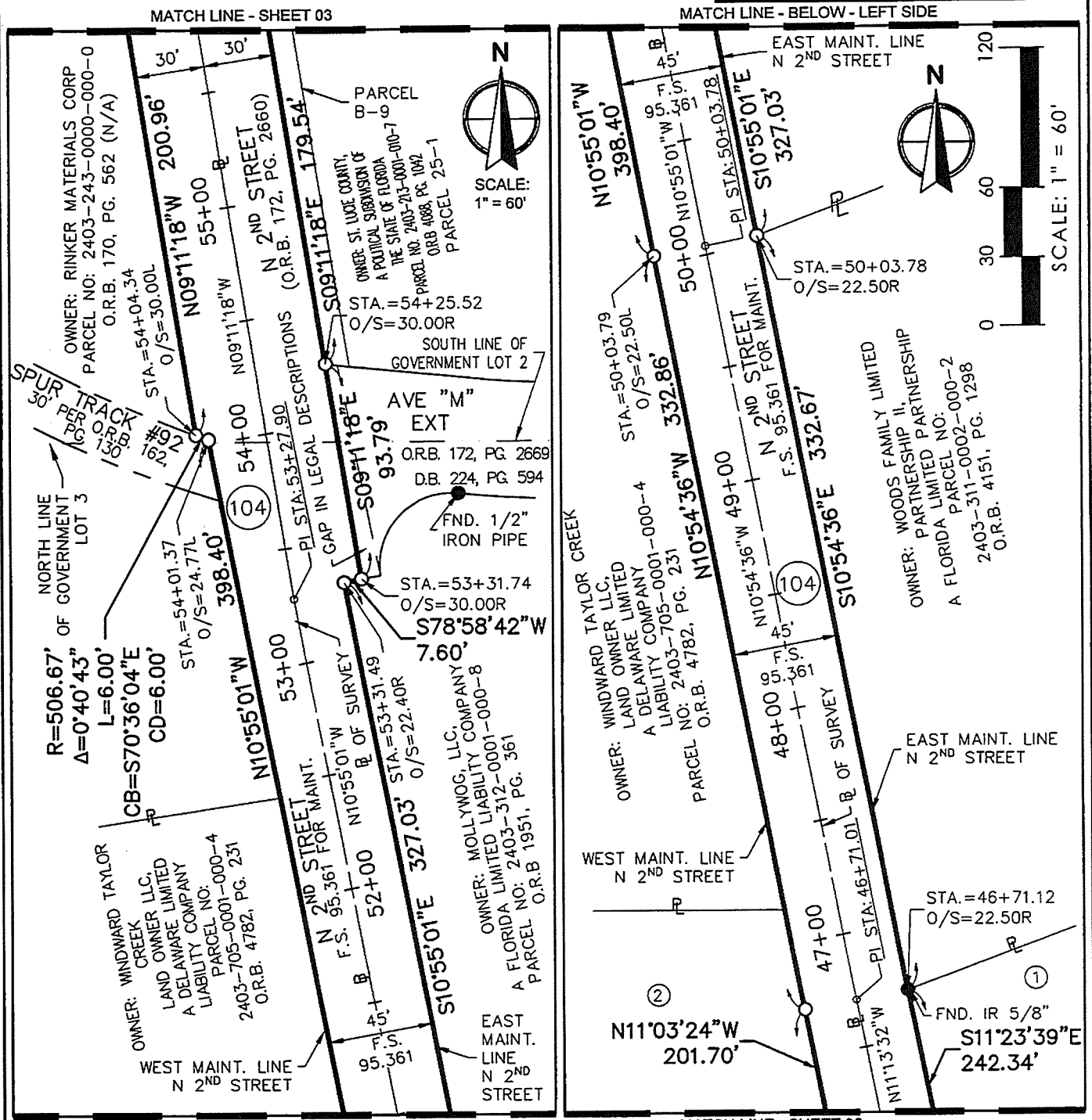
JOB NO.: 6651.01

DATE: 7/11/2023

SHEET:

3 OF 10

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION




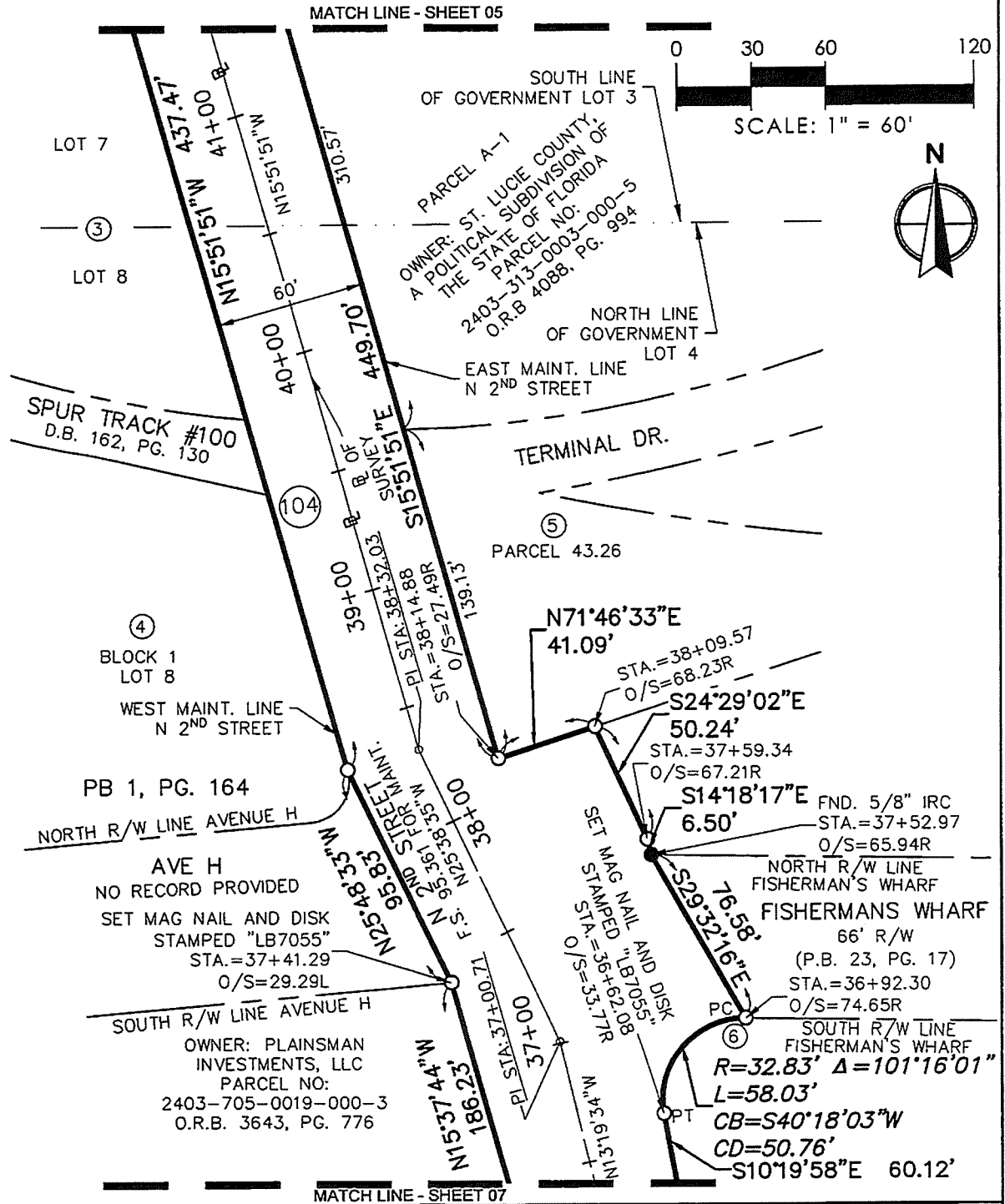
PROJECT: N 2 ND STREET		TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY: 		CAD: N 2ND ST.DWG	
2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055		DRAWN/DESIGNED: EA	
		CHECKED/QC: RO	
		JOB NO.: 6651.01	
		DATE: 7/11/2023	
		SHEET: 4 OF 10	

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION




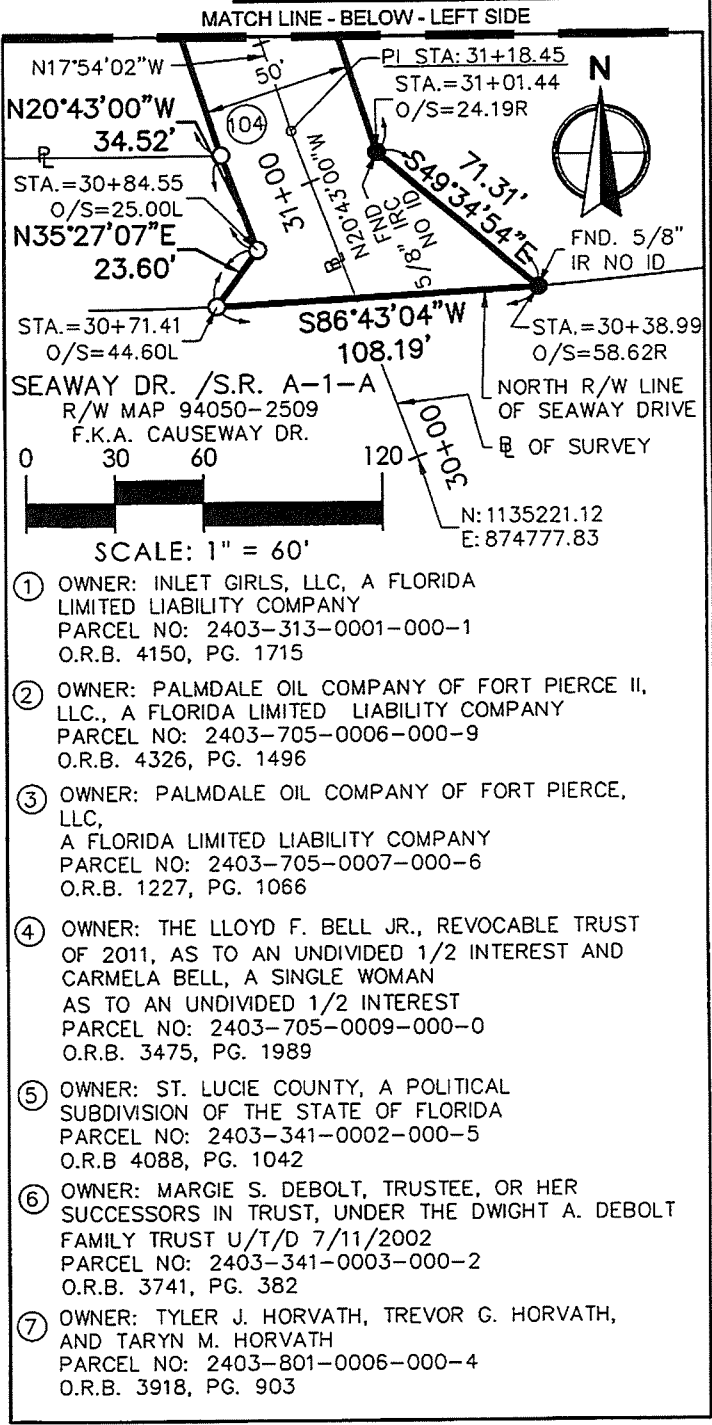
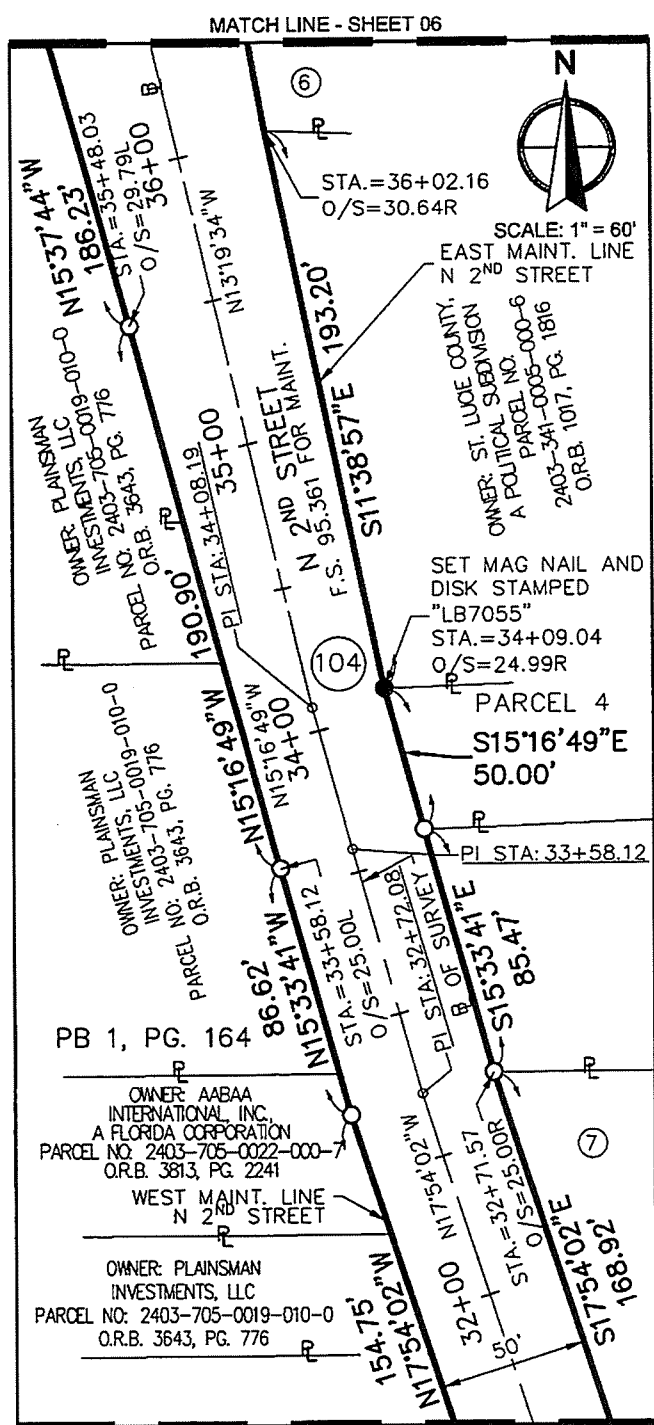
PROJECT: N 2 ND STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Visia Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: N 2ND ST.DWG	SHEET: 6 OF 10
	DRAWN/DESIGNED: EA	
	CHECKED/QC: RO	
	JOB NO.: 6651.01	
DATE: 7/11/2023		

EXHIBIT "A" SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJECT: N 2 ND STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION
PREPARED BY: 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: N 2ND ST.DWG
	DRAWN/DESIGNED: EA
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	JOB NO.: 6651.01
DATE: 7/11/2023	SHEET: 7 OF 10

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF LAND, COMMONLY KNOWN AS NORTH 2ND STREET, LYING IN SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 172, AT PAGE 2660, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND MAG NAIL AND DISK STAMPED "SLC LS7079", MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 40 EAST (P.O.C.). THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 548.75 FEET TO A POINT 50 FEET WESTERLY FROM THE CENTERLINE OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 20°40'29" EAST, PARALLEL TO AND 50 FEET WESTERLY FROM THE CENTERLINE OF SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1,320.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S (S.F.W.M.D.) C-25 CANAL; THENCE NORTH 69°18'53" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CANAL, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTH 20°42'18" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF FLORIDA EAST COAST RAILROAD, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTH RIGHT-OF-WAY LINE OF THE S.F.W.M.D. C-25 CANAL AND THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE NORTH 69°18'50" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID CANAL, A DISTANCE OF 198.67 FEET; THENCE NORTH 85°48'50" EAST, A DISTANCE OF 38.30 FEET; THENCE SOUTH 15°48'19" EAST, A DISTANCE OF 628.81 FEET; THENCE NORTH 78°21'50" EAST, A DISTANCE OF 52.92 FEET TO THE POINT OF BEGINNING. (P.O.B.) THENCE NORTH 78°21'50" EAST, A DISTANCE OF 60.08 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET; THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET FOR THE FOLLOWING THREE (3) COURSES: (1) SOUTH 08°43'11" EAST, A DISTANCE OF 859.06 FEET; THENCE (2) SOUTH 09°11'18" EAST, A DISTANCE OF 179.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AVENUE "M" EXTENSION; THENCE (3) SOUTH 09°11'18" EAST, A DISTANCE OF 93.79 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVE "M" EXTENSION; THENCE SOUTH 78°58'42" WEST, A DISTANCE OF 7.60 FEET TO THE EASTERLY MAINTENANCE LINE OF NORTH 2ND STREET; THENCE ALONG SAID EASTERLY MAINTENANCE LINE OF NORTH 2ND STREET FOR THE FOLLOWING SEVENTEEN (17) COURSES: (1) SOUTH 10°55'01" EAST, A DISTANCE OF 327.03 FEET; THENCE (2) SOUTH 10°54'36" EAST, A DISTANCE OF 332.67 FEET; THENCE (3) SOUTH 11°23'39" EAST, A DISTANCE OF

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PROJECT: N 2 ND STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: N 2ND ST.DWG	SHEET: 8 OF 10
	DRAWN/DESIGNED: EA	
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EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

242.34 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PORT AVENUE; THENCE (4) SOUTH 16°41'25" EAST, A DISTANCE OF 50.09 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PORT AVENUE; THENCE (5) SOUTH 17°24'26" EAST, A DISTANCE OF 107.26 FEET; THENCE (6) SOUTH 15°51'51" EAST, A DISTANCE OF 449.70 FEET; THENCE (7) NORTH 71°46'33" EAST, A DISTANCE OF 41.09 FEET; THENCE (8) SOUTH 24°29'02" EAST, A DISTANCE OF 50.24 FEET; THENCE (9) SOUTH 14°18'17" EAST, A DISTANCE OF 6.50 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FISHERMAN'S WHARF; THENCE (10) SOUTH 29°32'16" EAST, A DISTANCE OF 76.58 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FISHERMAN'S WHARF ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 101°16'01", A RADIUS OF 32.83 FEET, A LONG CHORD BEARING OF S40°18'03"W, AND A LONG CHORD DISTANCE OF 50.76 FEET; THENCE (11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 58.03 FEET TO THE POINT OF TANGENCY; THENCE (12) SOUTH 10°19'58" EAST, A DISTANCE OF 60.12 FEET; THENCE (13) SOUTH 11°38'57" EAST, A DISTANCE OF 193.20 FEET; THENCE (14) SOUTH 15°16'49" EAST, A DISTANCE OF 50.00 FEET; THENCE (15) SOUTH 15°33'41" EAST, A DISTANCE OF 85.47 FEET; THENCE (16) SOUTH 17°54'02" EAST, A DISTANCE OF 168.92 FEET; THENCE (17) SOUTH 49°34'54" EAST, A DISTANCE OF 71.31 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SEAWAY DR. / A1A; THENCE SOUTH 86°43'04" WEST, A DISTANCE OF 108.19 FEET TO A POINT ON THE INTERSECTION BETWEEN THE NORTHERLY RIGHT-OF-WAY LINE OF SEAWAY DRIVE AND THE WESTERLY MAINTENANCE LINE OF NORTH 2ND STREET; THENCE ALONG SAID WESTERLY MAINTENANCE LINE OF NORTH 2ND STREET FOR THE FOLLOWING TWELVE (12) COURSES: (1) NORTH 35°27'07" EAST, A DISTANCE OF 23.60 FEET; THENCE (2) NORTH 20°43'00" WEST, A DISTANCE OF 34.52 FEET; THENCE (3) NORTH 17°54'02" WEST, A DISTANCE OF 154.75 FEET; THENCE (4) NORTH 15°33'41" WEST, A DISTANCE OF 86.62 FEET; THENCE (5) NORTH 15°16'49" WEST A DISTANCE OF 190.90 FEET; THENCE (6) NORTH 15°37'44" WEST, A DISTANCE OF 186.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE H; THENCE (7) NORTH 25°48'33" WEST, A DISTANCE OF 95.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AVENUE H; THENCE (8) NORTH 15°51'51" WEST, A DISTANCE OF 437.47 FEET; THENCE (9) NORTH 12°01'36" WEST, A DISTANCE OF 202.07 FEET; THENCE (10) NORTH 11°03'24" WEST, A DISTANCE OF 201.70 FEET; THENCE (11) NORTH 10°54'36"

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PROJECT:	N 2 ND STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:	 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: N 2ND ST.DWG	SHEET: 9 OF 10
		DRAWN/DESIGNED: EA	
		CHECKED/QC: RO	
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		DATE: 7/11/2023	

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

WEST, A DISTANCE OF 332.86 FEET; THENCE (12) NORTH 10°55'01" WEST, A DISTANCE OF 398.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD SPUR TRACK #92, AS RECORDED IN OFFICIAL RECORD BOOK 162, AT PAGE 130, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A CENTRAL ANGLE OF 00°40'43", A RADIUS OF 506.67 FEET, A LONG CHORD BEARING OF SOUTH 70°36'04" EAST, AND A LONG CHORD DISTANCE OF 6.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE ALSO BEING THE NORTH LINE OF SAID FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, A DISTANCE OF 6.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET; THENCE NORTH 09°11'18" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET, A DISTANCE OF 200.96 FEET; THENCE NORTH 08°43'11" WEST CONTINUING ALONG THE WESTERLY RIGHT-OF-WAY LINE OF NORTH 2ND STREET, A DISTANCE OF 856.25 FEET TO THE POINT OF BEGINNING (P.O.B.). SAID LANDS CONTAIN 191,920.98 SQUARE FEET OR 4.406 ACRES, MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION AND THAT SAID SKETCH AND LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE FOR AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN 5J-17 FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.


Randolph

Ortega Gonzalez

Digitally signed by
Randolph Ortega Gonzalez
Date: 2023.07.12 11:46:55
-04'00'

RANDOLPH ORTEGA GONZALEZ DATE
FLORIDA SURVEYOR AND MAPPER NO 7284
WGI, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL. 33411
CERTIFICATE OF AUTHORIZATION LB7055

THIS IS NOT A BOUNDARY SURVEY

PROJECT: N 2 ND STREET	TASK: PARCEL SKETCH AND LEGAL DESCRIPTION	
PREPARED BY:  2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD: N 2ND ST.DWG	SHEET: 10 OF 10
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