



Subdivision

Property address or Location Multiple addresses generally located at the southeast corner of Okeechobee and Jenkins Road

Parcel ID #(s) 2419-321-0001-000-5, 2419-322-0003-000-2, 2419-322-0002-000-5

Project description This proposed plat identifies the lots and easements for the Fort Pierce Commercial. Project lots 1-4 are part of Fort Pierce Commercial while lot 5 is the gasoline station.

Jill Simpkins
Property Owner(s)
 OkeeJen, LLC & S and S Rentals B, LLC
Street Address
 1870 Aloma Avenue, Suite 110
City State Zip
 Winter Park FL 32789
Phone Number
 321-228-8510
Email Address
 samsobering@gmail.com

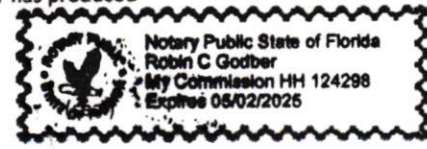
Todd Howder
Applicant/Representative, Title, Company
 Vice President, MBV Engineering, Inc.
Street Address
 1835 20th Street
City State Zip
 Vero Beach, Florida 32960
Phone Number
 772-569-0035
Email Address
 toddh@mbveng.com

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.

Jill Simpkins
 Property Owner(s) Signature(s)
 STATE OF FLORIDA -- ORANGE COUNTY

The foregoing instrument was acknowledged before me this 11 day of APRIL, 2023, by JILL SIMPKINS who is personally known to me or has produced _____ as identification.

Robin C Godber
 Signature of Notary

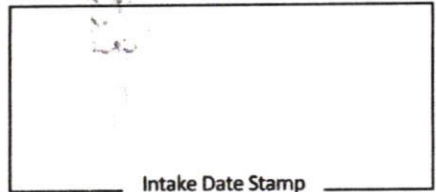


INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
 Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____



SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed
- Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans
- Electric Infrastructure plans
- Water & Sewer system construction plans
- Gas Infrastructure plans
- Stormwater Retention plans
- Complete, notarized application

SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - o proposed lots, including acreage, square footage, & dimensions.
 - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application

OKEEJEN COMMERCIAL PLAT

BEING A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 19,
TOWNSHIP 35 SOUTH, RANGE 40 EAST,
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
PAGE _____
DOCKET NO. _____

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF FDOT PARCEL 112.1 (A 4.00 FOOT ROAD RIGHT-OF-WAY TAKING) AS DEFINED BY OFFICIAL RECORDS BOOK 4092, PAGE 2052, SAID PUBLIC RECORDS; THENCE S00°00'31"W ALONG SAID EAST RIGHT OF WAY LINE OF JENKINS ROAD, A DISTANCE OF 4.26 FEET TO THE SOUTHWEST CORNER OF SAID FDOT PARCEL 112.1 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N69°58'38"E ALONG THE SOUTHERLY LINE OF SAID FDOT PARCEL 112.1 AND THE SOUTHERLY LINE OF FDOT PARCEL 114.1 AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 2041, SAID PUBLIC RECORDS, BEING PARALLEL TO AND 4.00 FEET SOUTH SAID RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD AS SHOWN ON SAID RIGHT OF WAY MAP SECTION 94030-2522, FOR A DISTANCE OF 350.55 FEET TO THE SOUTHEAST CORNER OF SAID FDOT PARCEL 114.1 AND THE SOUTH RIGHT OF WAY LINE OF SAID S.R. 70-OKEECHOBEE ROAD; THENCE S20°01'22"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 21.00 FEET; THENCE N69°58'38"E CONTINUING ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 205.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38 (A 99 FOOT WIDE CANAL RIGHT OF WAY); THENCE N88°20'40"E ALONG SAID SOUTH CANAL RIGHT OF WAY LINE, A DISTANCE OF 718.23 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S00°35'38"E ALONG SAID EAST LINE, A DISTANCE OF 563.32 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S88°10'50"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1253.97 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE OF JENKINS ROAD; THENCE N00°00'31"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 411.74 FEET TO THE POINT OF BEGINNING.
CONTAINING 15.32 ACRES MORE OR LESS.

DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

KNOW ALL MEN BY THESE PRESENTS THAT OKEEJEN LLC AND S&S RENTALS "B" LLC HAVE CAUSED THESE LANDS SHOWN HEREON AS FORT PIERCE COMMERCIAL PLAT, TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE LANDS AS FOLLOWS:

- 1) PARCELS 1, 2, 3, AND 5, AS SHOWN HEREON, ARE FOR DEVELOPMENT
- 2) THE UTILITY EASEMENTS (FPUA EASEMENT), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE FORT PIERCE UTILITY AUTHORITY FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, INCLUDING WATER AND SEWER.
- 3) THE STORMWATER MANAGEMENT TRACT IS DEDICATED TO ALL OWNERS FOR THE BENEFIT OF PARCELS 1-3.

SIGNED AND SEALED THIS ____ DAY OF _____, 2023, ON BEHALF OF OKEEJEN LLC, A FLORIDA LIMITED LIABILITY COMPANY.

BY: _____
NAME: JILL K. SIMPKINS
TITLE: MANAGING MEMBER

WITNESS SIGNATURE

PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTIFICATION BY JILL K. SIMPKINS, ON BEHALF OF OKEEJEN LLC, SHE IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED ____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2023.

COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME:

SIGNED AND SEALED THIS ____ DAY OF _____, 2023, ON BEHALF OF S&S RENTALS "B" LLC, A FLORIDA LIMITED LIABILITY COMPANY.

BY: _____
NAME: JILL K. SIMPKINS
TITLE: MANAGING MEMBER

WITNESS SIGNATURE

PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTIFICATION BY JILL K. SIMPKINS, ON BEHALF OF S&S RENTALS "B" LLC, SHE IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED ____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2023.

COMMISSION NO. & EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME:



LOCATION MAP
NOT TO SCALE

CERTIFICATE OF TITLE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JACQUELINE BOZZUTO, A MEMBER OF THE FLORIDA BAR, RELYING SOLELY ON THAT CERTAIN TITLE COMMITMENT PREPARED BY _____ DATED _____, 2023, AND DESIGNATED AS FILE NUMBER _____ (THE " PLAT SEARCH "), AND ASSUMING THE ACCURACY OF THE INFORMATION CONTAINED IN THE PLAT SEARCH, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF THE PROPERTY DESCRIBED HEREON AND THAT I FIND THAT THE TITLE TO THE PROPERTY IS VESTED IN: S & S RENTALS "B" LLC AND OKEEJEN LLC, THAT ALL TAXES ON THE PROPERTY HAVE BEEN PAID AS REQUIRED BY FLORIDA STATUTES § 197.192, AND THAT THE PROPERTY IS NOT ENCUMBERED.

DATED: THE ____ DAY OF _____, 2023

BY: _____
JACQUELINE BOZZUTO
LOWNDES, DROSDICK, DOSTER, KANTOR & REED
PO BOX 2809, ORLANDO, FL 32802
FLORIDA BAR NO. 776769

PLANNING AND DEVELOPMENT SERVICES APPROVAL

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE GENERAL COMMERCIAL ZONING DISTRICT, AS SET FORTH IN CHAPTER 125 OF THE FORT PIERCE LAND DEVELOPMENT REGULATIONS, AS AMENDED BY THE CITY OF FORT PIERCE BOARD OF ZONING APPEALS ON JANUARY 26, 2023.

THIS _____ DAY OF _____, 2023.

BY: _____
KEVIN FREEMAN - PLANNING DIRECTOR
CITY OF FORT PIERCE, FLORIDA

OWNER:

OkeeJen LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789

S&S Rentals "B" LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789

SUBDIVIDER:

OkeeJen LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789
321-636-0200

S&S Rentals "B" LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789
321-636-0200

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.
THIS _____ DAY OF _____, 2023.

BY: _____
TANYA EARLEY - CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____, 2023.

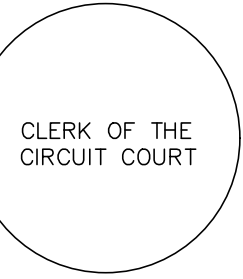
LINDA COX, CITY CLERK
CITY OF FORT PIERCE, FLORIDA

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

I, MICHELLE MILLER, CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF THE LAWS PERTAINING TO MAPS AND PLATS AND THAT THIS PLAT HAS FILED FOR RECORD IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

MICHELLE MILLER CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA



SURVEYOR'S REVIEW CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

BY: _____ DATE _____
FRANK VELDHUIS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6582
PLAT REVIEWER FOR THE CITY OF FORT PIERCE

SURVEYOR'S NOTES

- 1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, HAVING A BEARING OF N88°20'40"E.
- 2) ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS NOTED. (N.R.) DENOTES NON-RADIAL.
- 3) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- 4) NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
- 5) NOTE: THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.
6. THIS PLAT WAS DRAWN AND PREPARED ON 1/5/2023

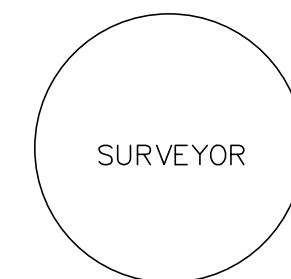
SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY INDIAN RIVER SURVEY, INC; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

_____, 2023.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199



PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

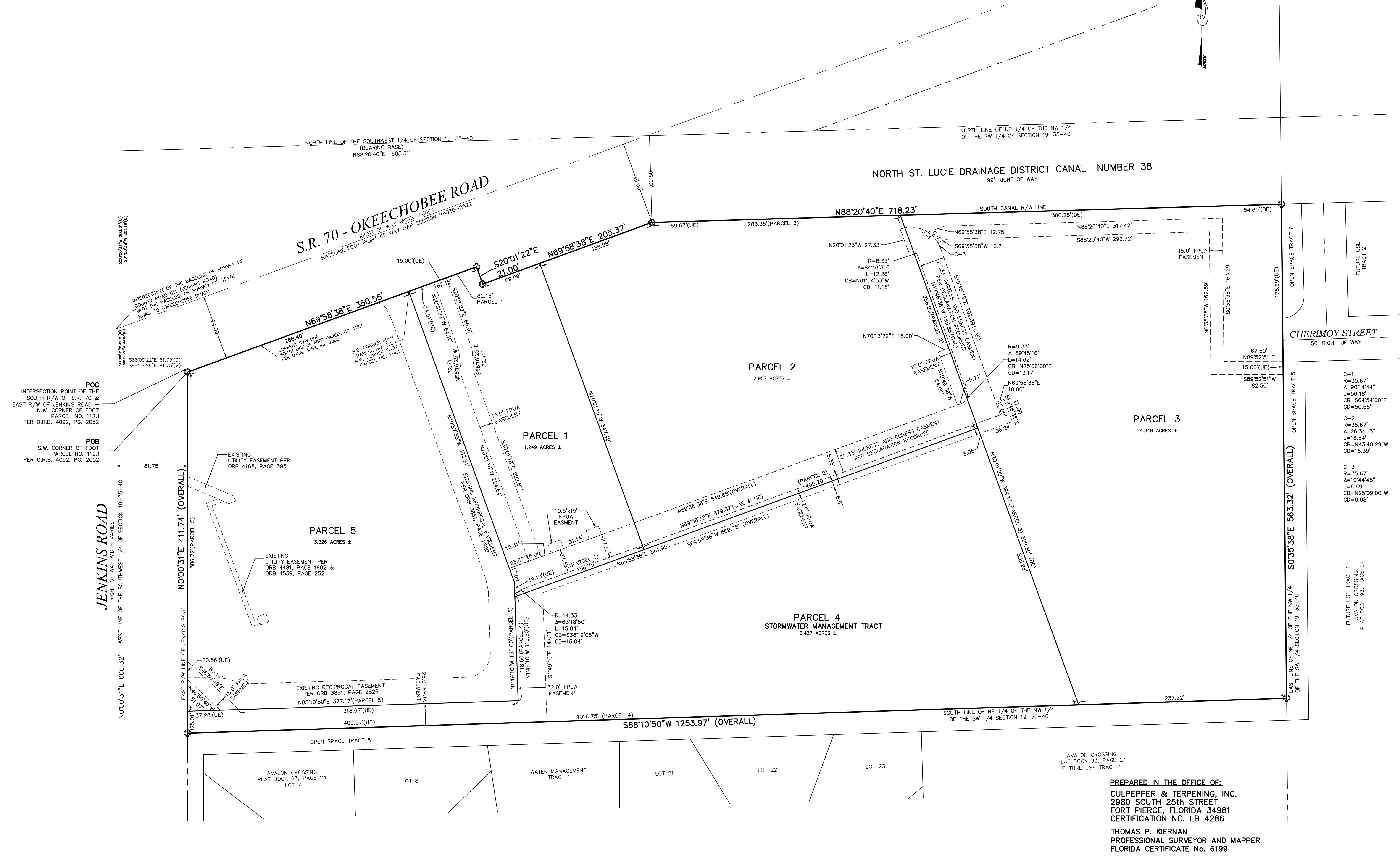
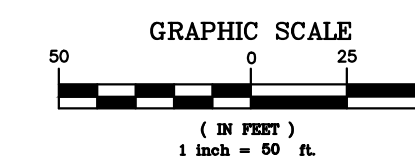
LEGEND

- D. DENOTES DEED
- FDOT DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
- IR&C DENOTES 5/8" IRON ROD & CAP
- LB DENOTES LICENSED BUSINESS
- M. DENOTES MEASURED
- POB DENOTES POINT OF BEGINNING
- POC DENOTES POINT OF COMMENCEMENT
- PRM DENOTES PERMANENT REFERENCE MONUMENT
- R/W DENOTES RIGHT OF WAY
- S.R. DENOTES STATE ROAD
- DENOTES SET 5/8" IR&C PRM LB 4286

OKEEJEN COMMERCIAL PLAT

BEING A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 19,
TOWNSHIP 35 SOUTH, RANGE 40 EAST,
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
PAGE _____
DOCKET NO. _____



- C-1
R=35.67'
Δ=90°14'44"
L=56.18'
CB=S64°54'00"E
CD=50.55'
- C-2
R=35.67'
Δ=26°34'13"
L=16.54'
CB=N43°48'29"W
CD=16.39'
- C-3
R=35.67'
Δ=10°44'45"
L=6.89'
CB=N25°09'00"W
CD=6.68'

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199



February 18, 2022

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of:

In accordance with Section 177.041, Florida Statutes this will certify that Fidelity National Title Insurance Company has made a search of the Public Records of St. Lucie County, Florida, through February 09, 2022 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of OkeeJen LLC, a Florida limited liability company, by virtue of Quit Claim Deed recorded in Official Records Book 4592, Page 2371, of the Public Records of St. Lucie County, Florida.

AND

S&S Rentals "B" LLC, a Florida limited liability company, by virtue of Quit Claim Deed recorded in Official Records Book 3467, Page 528 and Quit Claim Deed recorded in Official Records Book 3882, Page 378, of the Public Records of St. Lucie County, Florida.

The search has revealed the following:

1. Nothing of Record.

Information Only:

1. Agreement recorded January 28, 1994 in Official Records Book 882, Page 899.
2. Annexation Agreement recorded January 28, 1994 in Official Records Book 882, Page 901.
3. Easement recorded April 30, 2009 in Official Records Book 3084, Page 2999.
4. Easement recorded April 30, 2009 in Official Records Book 3085, Page 6.
5. Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded March 31, 2016 in Official Records Book 3851, Page 2826.
6. Easement recorded August 10, 2018 in Official Records Book 4168, Page 395.
7. Terms, conditions and restrictions of the lease from S and S Rentals "B", LLC to WAWA Florida, LLC a memorandum of said lease being recorded January 30, 2019 in Official Records Book 4228, Page 284.



8. Easement recorded September 30, 2020 in Official Records Book 4481, Page 1602.

9. Easement recorded January 19, 2021 in Official Records Book 4539, Page 2521.

10. Restrictions, covenants and conditions as set forth on Plat recorded in Plat Book 3, Page 63, as may be subsequently amended.

NOTE: 2021 Real Property Taxes in the gross amount of \$23,092.71 are Paid, under Tax I.D. No. 2419-321-0001-000-5.

NOTE: 2021 Real Property Taxes in the gross amount of \$81,881.72 are Paid, under Tax I.D. No. 2419-322-0002-000-5.

NOTE: 2021 Real Property Taxes in the gross amount of \$5,914.95 are Paid, under Tax I.D. No. 2419-322-0003-000-2.

NOTE: 2021 Real Property Taxes in the gross amount of \$5,466.90 are Paid, under Tax I.D. No. 2419-322-0004-000-9.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 10154485

By: _____

Authorized Signature



Exhibit "A"

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798, OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, THENCE N69°58'38"E, ALONG SAID SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD, A DISTANCE OF 266.94 FEET TO THE NORTHWESTERLY CORNER OF FDOT PARCEL 114.1 (A 4 FOOT ROAD RIGHT-OF-WAY TAKING) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 2041, SAID PUBLIC RECORDS; THENCE SOUTH 20°01'22" EAST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N69°58'38"E ALONG THE SOUTHERLY LINE OF SAID PARCEL 114.1, A DISTANCE OF 82.15 FEET; THENCE LEAVING SAID SOUTHERLY LINE S20°01'22"E, A DISTANCE OF 21.00 FEET; THENCE N69°58'38"E, A DISTANCE OF 205.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38 (A 99 FOOT WIDE CANAL RIGHT OF WAY); THENCE N88°20'40"E ALONG SAID SOUTH CANAL RIGHT OF WAY LINE, A DISTANCE OF 718.23 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S00°35'38"E ALONG SAID EAST LINE, A DISTANCE OF 563.32 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S88°10'50"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1253.97 FEET TO THE SAID EAST RIGHT OF WAY LINE OF JENKINS ROAD; THENCE N00°00'31"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 25.01 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE N88°10'50"E, A DISTANCE OF 377.17 FEET; THENCE N01°49'10"W, A DISTANCE OF 135.00 FEET; THENCE N19°57'33"W, A DISTANCE OF 352.91 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 114.1 AND THE POINT OF BEGINNING.

THE ABOVE REFERENCED PROPERTY BEING A PORTION OF PARCELS 1, 3 AND 4 AS DESCRIBED BELOW:

Parcel 1:

A parcel of land lying in the Southwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida, more particularly described as follows:

Commence at the intersection of the Southerly right of way line of Okeechobee Road with the East right of way line of Jenkins Road, as defined by Official Records Book 3686, Page 2798, of the Public Records of St. Lucie County, Florida, thence North 71° 55' 40" East, along said Southerly right of way line of Okeechobee Road, a distance of 266.70 feet to the Point of Beginning; thence continue North 71° 55' 40" East, a distance of 82.15 feet; thence South 18° 02' 48" East, a distance of 25.00 feet; thence North 71° 55' 31" East, a distance of 202.25 feet; thence South 89° 46' 42" East, along the South line of N.S.L.R.D.D. Canal No. 38, a distance of 56.17 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of said Southwest 1/4; thence South 01° 32' 47" West, along said West line, a distance of 87.44 feet; thence for the next three (3) courses along lines of said Official



Records Book 2898, Page 1570, of the Public Records of St. Lucie County, Florida: (1) run South 71° 55' 31" West, a distance of 221.77 feet; (2) thence South 18° 04' 29" East, a distance of 261.07 feet; (3) thence West, a distance of 91.10 feet; thence North 18° 04' 20" West, a distance of 357.81 feet to the Point of Beginning.

LESS AND EXCEPTING THEREFROM:

That portion of Parcel 1 conveyed to the State of Florida Department of Transportation by Warranty Deed recorded February 1, 2018 in Official Records Book 4092, Page 2041, of the Public Records of St. Lucie County, Florida.

Parcel 3:

A parcel of land lying in Section 19, Township 35 south, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Intersection of the Southerly right of way line of Okeechobee Road (a 120 foot wide right of way) with the East right of way line of Jenkins Road (an 80 foot wide right of way) and thence South 01° 50' 38" West, along said East right of way line of Jenkins Road, a distance of 10.64 feet, thence continue South 01° 50' 38" West, along said right of way line, a distance of 243.77 feet to the POINT OF BEGINNING; thence continued South 01° 50' 38" West, along said right of way line, a distance of 160.08 feet; thence East a distance of 627.80 feet, thence North 01° 32' 47" East, a distance of 477.16 feet; thence South 71° 55' 31" West, distance 221.77 feet; thence South 18° 04' 29" East, a distance of 261.06 feet; thence West a distance of 505.70 feet to the POINT OF BEGINNING; less and except lands conveyed or taken in Official Records Book 3085, Page 9 and in Official Records Book 3686, Page 2798, both of the Public Records of St. Lucie County, Florida.

LESS and EXCEPTING THEREFROM:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1193, PAGE 748, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD, AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE SOUTH 01° 50' 38" EAST, ALONG SAID EAST RIGHT OF WAY LINE, (SAID LINE BEING 81.75 FEET EAST, BY RIGHT ANGLE MEASUREMENT, OF THE WEST LINE OF THE AFORESAID SOUTHWEST 1/4), A DISTANCE OF 257.55 FEET TO A POINT ON A LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1193, PAGE 748, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01° 50' 38" WEST, ALONG SAID EAST RIGHT OF WAY LINE, AS DEFINED IN SAID OFFICIAL RECORDS BOOK 3686, PAGE 2798, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 135.07 FEET TO A POINT 25.00 FEET DISTANT NORTH, BY RIGHT ANGLE MEASUREMENT, FROM THE SOUTH LINE OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 1193, PAGE 748, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE EAST, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 377.13 FEET; THENCE NORTH, A DISTANCE OF 135.00 FEET TO A POINT ON AN AFORESAID LINE OF OFFICIAL RECORDS BOOK 1193, PAGE 748; THENCE WEST, ALONG SAID LINE, A DISTANCE OF 372.83 FEET TO THE POINT OF BEGINNING.



Fidelity National Title Insurance Company

Parcel 4:

Parcel of land situate and lying in the city of Ft. Pierce, in St. Lucie County, Florida, to wit:

Northeast 1/4 of Northwest 1/4 of Southwest 1/4 of Section 19, Township 35 South, Range 40 East, St. Lucie County, Florida; LESS and except right-of-way for Drainage Canal No. 38 over the North 99 feet of the above. (South of Drainage Canal No. 38)

Prepared by and return to:

Samuel J. Sobering
921 Arabian Ave.
Winter Springs, FL 32708

Quitclaim Deed

This Quitclaim Deed, executed this 13th day of April, 2021 by **S&S Enterprises "B", LLC, a Florida limited liability company** ("Grantor"), whose address is PO BOX 1179, Sharpes, FL 32959, to **OkeeJen, LLC, a Florida limited liability company** ("Grantee"), whose address PO BOX 1179, Sharpes, FL 32959.

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in St. Lucie County, Florida (hereinafter referred to as the "Property"), and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered in its name by its corporate officer thereunto duly authorized, and has intended this instrument to be and become effective as of the day and year first above written.

****NOTE TO RECORDER: The Grantor is conveying this unencumbered property to the Grantee, a subsidiary. Documentary stamp tax in the amount of \$.70 is therefore being paid on the consideration of \$10.00 and other valuable considerations.*

**** SIGNATURES CONTAINED ON NEXT PAGES ****

Signed, sealed and delivered
in the presence of:

Witness Signature: [Signature]
1st Witness Name: ROBERT GEORGE

Witness Signature: [Signature]
2nd Witness Name: SUSAN TIMMINS

**S&S Enterprises "B", LLC,
a Florida limited liability company**

[Signature]
By: Jill K. Simpkins
Its: Member

State of Florida
County of DICKENS

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this 13th day APRIL, 2021, by Jill K. Simpkins, Member of S&S Enterprises "B", LLC,
a Florida limited liability company, who are personally known to me or who produced
 as identification and who did not take an oath.

[Signature]
Notary Public
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Witness Signature: Alec Devor
1st Alec Devor Witness

Witness Signature: [Signature]
2nd Witness Name: RAJESH PATIL

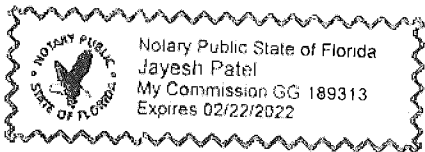
S&S Enterprises "B", LLC,
a Florida limited liability company

Name:
By: Janet Simpkins Jakubcin Trust,
as Member

By: Mark Jakubcin [Signature]
Its: Authorized Trustee

State of Florida
County of SEMIWOLE

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this 13 day APRIL, 2021, by Mark Jakubcin, Authorized Trustee of the Janet
Simpkins Jakubcin Trust, as Member of S&S Enterprises "B", LLC, a Florida limited liability company,
who are personally known to me or who produced FLDL as identification and
who did not take an oath.



Notary Public J. Patel
My Commission Expires: 02/22/2022

Exhibit "A"

HISTORIC LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD, AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE NORTH 71°55'40" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD, A DISTANCE OF 266.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 71°55'40" EAST, A DISTANCE OF 82.15 FEET; THENCE SOUTH 18°02'48" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 71°55'31" EAST, A DISTANCE OF 202.25 FEET; THENCE SOUTH 89°46'42" EAST, ALONG THE SOUTH LINE OF N.S.L.R.D.D. CANAL NO. 38, A DISTANCE OF 56.17 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01°32'47" WEST, ALONG SAID WEST LINE, A DISTANCE OF 87.44 FEET; THENCE FOR THE NEXT THREE (3) COURSES ALONG LINES OF OFFICIAL RECORDS BOOK 2898, PAGE 1570, (1) RUN SOUTH 71°55'31" WEST, A DISTANCE OF 221.77 FEET; (2) THENCE SOUTH 18°04'29" EAST, A DISTANCE OF 261.07 FEET; (3) THENCE WEST, A DISTANCE OF 91.10 FEET; THENCE NORTH 18°04'20" WEST, A DISTANCE OF 357.81 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

ALL OF PARCEL 114.1 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED FEBRUARY 1, 2018 IN OFFICIAL RECORDS BOOK 4092, PAGE 2041, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL3:

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD (A 120 FOOT WIDE RIGHT OF WAY) WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (AN 80 FOOT WIDE RIGHT OF WAY) AND THENCE SOUTH 01°50'38" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF JENKINS ROAD, A DISTANCE OF 10.64 FEET, THENCE CONTINUE SOUTH 01°50'38" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 243.77 FEET TO THE POINT OF BEGINNING: THENCE CONTINUED SOUTH 01°50'38" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 160.08 FEET; THENCE EAST A DISTANCE OF 627.80 FEET, THENCE NORTH 01°32'47" EAST, A DISTANCE OF 477.16 FEET; THENCE SOUTH 71°55'31" WEST, DISTANCE 221.77 FEET; THENCE SOUTH 18°04'29" EAST, A DISTANCE OF 261.06 FEET; THENCE WEST A DISTANCE OF 505.70 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT LANDS CONVEYED OR TAKEN IN OFFICIAL RECORDS BOOK 3085, PAGE 9 AND OFFICIAL RECORDS BOOK 3686, PAGE 2798,

LESS AND EXCEPTING THEREFROM: A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1193, PAGE 748, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF OKEECHOBEE ROAD WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD, AS DEFINED BY OFFICIAL RECORDS

BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE SOUTH 01°50'38" WEST, ALONG SAID EAST RIGHT OF WAY LINE, (SAID LINE BEING 81.75 FEET EAST, BY RIGHT ANGLE MEASUREMENT, OF THE WEST LINE OF THE AFORESAID SOUTHWEST 1/4), A DISTANCE OF 257.55 FEET TO A POINT ON A LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1193, PAGE 748, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°50'38" WEST, ALONG SAID EAST RIGHT OF WAY LINE, AS DEFINED IN SAID OFFICIAL RECORDS BOOK 3686, PAGE 2798, A DISTANCE OF 135.07 FEET TO A POINT 25.00 FEET DISTANT NORTH, BY RIGHT ANGLE MEASUREMENT, FROM THE SOUTH LINE OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 1193, PAGE 748; THENCE EAST, PARALLEL WITH AND 25.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 377.13 FEET; THENCE NORTH, A DISTANCE OF 135.00 FEET TO A POINT ON AN AFORESAID LINE OF OFFICIAL RECORDS BOOK 1193, PAGE 748; THENCE WEST, ALONG SAID LINE, A DISTANCE OF 372.83 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

PARCEL OF LAND SITUATE AND LYING IN THE CITY OF FT. PIERCE, IN ST. LUCIE COUNTY, FLORIDA, TO WIT: NORTHEAST 1/4 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY; LESS AND EXCEPT RIGHT-OF-WAY FOR DRAINAGE CANAL NO. 38 OVER THE NORTH 99 FEET OF THE ABOVE. (SOUTH OF DRAINAGE CANAL #38)

OVERALL SURVEYOR LEGAL DESCRIPTION

BEING THE SAME AS THE HISTORICAL DESCRIPTION AS LISTED ABOVE AS PARCELS 1, 3, AND 4 WITH EXCLUSIONS:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, THENCE N69°58'38"E, ALONG SAID SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD, A DISTANCE OF 266.94 FEET TO THE NORTHWESTERLY CORNER OF FDOT PARCEL 114.1 (A 4 FOOT ROAD RIGHT-OF-WAY TAKING) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 2041, SAID PUBLIC RECORDS; THENCE SOUTH 20°01'22" EAST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N69°58'38"E ALONG THE SOUTHERLY LINE OF SAID PARCEL 114.1, A DISTANCE OF 82.15 FEET; THENCE LEAVING SAID SOUTHERLY LINE S20°01'22"E, A DISTANCE OF 21.00 FEET; THENCE N69°58'38"E, A DISTANCE OF 205.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38 (A 99 FOOT WIDE CANAL RIGHT OF WAY); THENCE N88°20'40"E ALONG SAID SOUTH CANAL RIGHT OF WAY LINE, A DISTANCE OF 718.23 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S00°35'38"E ALONG SAID EAST LINE, A DISTANCE OF 563.32 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S88°10'50"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4

OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1253.97 FEET TO THE SAID EAST RIGHT OF WAY LINE OF JENKINS ROAD; THENCE N00°00'31"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 25.01 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE N88°10'50"E, A DISTANCE OF 377.17 FEET; THENCE N01°49'10"W, A DISTANCE OF 135.00 FEET; THENCE N19°57'33"W, A DISTANCE OF 352.91 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 114.1 AND THE POINT OF BEGINNING.

CONTAINING 11.99 ACRES MORE OR LESS.



THE SUNRISE CITY

FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Technical Review Committee

THROUGH: Kevin Freeman, Planning Director

FROM: Ryan Altizer, Planner

RE: **Final Plat - 23-09000011**
Parcel IDs: 2419-321-0001-000-5, 2419-322-0003-000-2 &
2419-322-0002-000-5

BOARD DATE: June 15, 2023

Final Plat at 829 Bent Creek Drive

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Final Plat at Parcel IDs: 2419-321-0001-000-5, 2419-322-0003-000-2 & 2419-322-0002-000-5.

Please send all comments to raltizer@cityoffortpierces.com, planning@cityoffortpierces.com and/or through interoffice mail to the Planning Department

Thank you,
Ryan

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, SAID PARCEL ALSO BEING A PORTION OF LOTS 3 AND 4 OF BLOCK 3 OF MODEL LAND COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 63, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70—OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030—2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF FDOT PARCEL 112.1 (A 4.00 FOOT ROAD RIGHT—OF—WAY TAKING) AS DEFINED BY OFFICIAL RECORDS BOOK 4092, PAGE 2052, SAID PUBLIC RECORDS; THENCE S00°00'31"W ALONG SAID EAST RIGHT OF WAY LINE OF JENKINS ROAD, A DISTANCE OF 4.26 FEET TO THE SOUTHWEST CORNER OF SAID FDOT PARCEL 112.1 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N69°58'38"E ALONG THE SOUTHERLY LINE OF SAID FDOT PARCEL 112.1 AND THE SOUTHERLY LINE OF FDOT PARCEL 114.1 AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 2041, SAID PUBLIC RECORDS, BEING PARALLEL TO AND 4.00 FEET SOUTH SAID RIGHT OF WAY LINE OF S.R. 70—OKEECHOBEE ROAD AS SHOWN ON SAID RIGHT OF WAY MAP SECTION 94030—2522, FOR A DISTANCE OF 350.55 FEET TO THE SOUTHEAST CORNER OF SAID FDOT PARCEL 114.1 AND THE SOUTH RIGHT OF WAY LINE OF SAID S.R. 70—OKEECHOBEE ROAD; THENCE S20°01'22"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 21.00 FEET; THENCE N69°58'38"E CONTINUING ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 205.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38 (A 99 FOOT WIDE CANAL RIGHT OF WAY); THENCE N88°20'40"E ALONG SAID SOUTH CANAL RIGHT OF WAY LINE, A DISTANCE OF 718.23 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S00°35'38"E ALONG SAID EAST LINE, A DISTANCE OF 563.32 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S88°10'50"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1253.97 FEET TO THE AFORESAID EAST RIGHT OF WAY LINE OF JENKINS ROAD; THENCE N00°00'31"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 411.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.32 ACRES MORE OR LESS.

DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

KNOW ALL MEN BY THESE PRESENTS THAT OKEEJEN LLC AND S&S RENTALS "B" LLC HAVE CAUSED THESE LANDS SHOWN HEREON AS OKEEJEN COMMERCIAL PLAT, TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE LANDS AS FOLLOWS:

- 1) PARCELS 1, 2, 3, AND 5, AS SHOWN HEREON, ARE FOR DEVELOPMENT
- 2) THE FPUA EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO FORT PIERCE UTILITY AUTHORITY, FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, INCLUDING WATER AND SEWER. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, SUCH CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.
- 3) THE STORMWATER MANAGEMENT TRACT IS DEDICATED TO ALL OWNERS FOR THE BENEFIT OF PARCELS 1—3.

SIGNED AND SEALED THIS ____ DAY OF _____, 2023, ON BEHALF OF OKEEJEN LLC, A FLORIDA LIMITED LIABILITY COMPANY.

BY: _____
NAME: JILL K. SIMPKINS
TITLE: MANAGING MEMBER

WITNESS SIGNATURE _____ WITNESS SIGNATURE _____

PRINTED NAME _____ PRINTED NAME _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTIFICATION BY JILL K. SIMPKINS, ON BEHALF OF OKEEJEN LLC, SHE IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2023.

COMMISSION NO. & EXPIRATION DATE _____ NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

SIGNED AND SEALED THIS ____ DAY OF _____, 2023, ON BEHALF OF S&S RENTALS "B" LLC, A FLORIDA LIMITED LIABILITY COMPANY.

BY: _____
NAME: JILL K. SIMPKINS
TITLE: MANAGING MEMBER

WITNESS SIGNATURE _____ WITNESS SIGNATURE _____

PRINTED NAME _____ PRINTED NAME _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTIFICATION BY JILL K. SIMPKINS, ON BEHALF OF S&S RENTALS "B" LLC, SHE IS [] PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

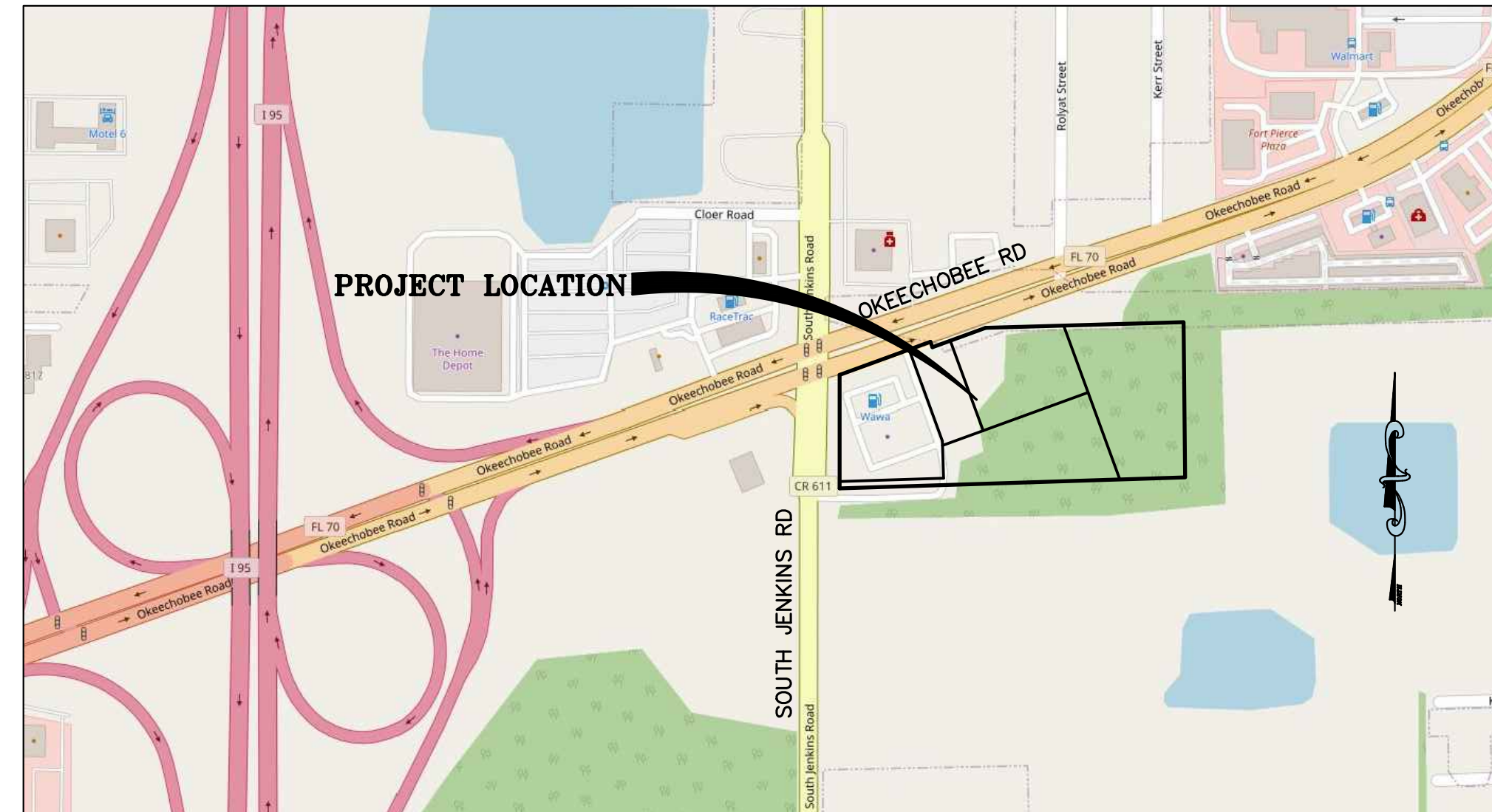
WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2023.

COMMISSION NO. & EXPIRATION DATE _____ NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

OKEEJEN COMMERCIAL PLAT

BEING A REPLAT OF A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID PARCEL ALSO BEING A PORTION OF LOTS 3 & 4 OF BLOCK 3 OF MODEL LAND COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 63, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

CERTIFICATE OF TITLE

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JACQUELINE BOZZUTO, A MEMBER OF THE FLORIDA BAR, RELYING SOLELY ON THAT CERTAIN TITLE COMMITMENT PREPARED BY _____ DATED _____, 2023, AND DESIGNATED AS FILE NUMBER _____ (THE " PLAT SEARCH "), AND ASSUMING THE ACCURACY OF THE INFORMATION CONTAINED IN THE PLAT SEARCH, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF THE PROPERTY DESCRIBED HEREON AND THAT I FIND THAT THE TITLE TO THE PROPERTY IS VESTED IN: S & S RENTALS "B" LLC AND OKEEJEN LLC, THAT ALL TAXES ON THE PROPERTY HAVE BEEN PAID AS REQUIRED BY FLORIDA STATUTES § 197.192, AND THAT THE PROPERTY IS NOT ENCUMBERED.

DATED: THE ____ DAY OF _____, 2023

BY: _____
JACQUELINE BOZZUTO
LOWNDES, DROSDICK, DOSTER, KANTOR & REED
PO BOX 2809, ORLANDO, FL 32802
FLORIDA BAR NO. 776769

PLANNING AND DEVELOPMENT SERVICES APPROVAL

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE GENERAL COMMERCIAL ZONING DISTRICT, AS SET FORTH IN CHAPTER 125 OF THE FORT PIERCE LAND DEVELOPMENT REGULATIONS, AS AMENDED BY THE CITY OF FORT PIERCE BOARD OF ZONING APPEALS ON JANUARY 26, 2023.

THIS _____ DAY OF _____, 2023.

BY: _____
KEVIN FREEMAN — PLANNING DIRECTOR
CITY OF FORT PIERCE, FLORIDA

OWNER:

OkeeJen LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789

S&S Rentals "B" LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789

SUBDIVIDER:

OkeeJen LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789
321-636-0200

S&S Rentals "B" LLC
1870 Aloma Avenue, Suite 250
Winter Park, FL 32789
321-636-0200

CITY ATTORNEY

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

THIS _____ DAY OF _____, 2023.

BY: _____
TANYA EARLEY — CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA

PLAT BOOK _____
PAGE _____
DOCKET NO. _____

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON APRIL 17, 2023.

LINDA COX, CITY CLERK
CITY OF FORT PIERCE, FLORIDA

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____, 2023.

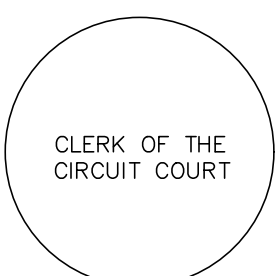
LINDA COX, CITY CLERK
CITY OF FORT PIERCE, FLORIDA

CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE SS

I, MICHELLE MILLER, CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF THE LAWS PERTAINING TO MAPS AND PLATS AND THAT THIS PLAT HAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

MICHELLE MILLER CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA



SURVEYOR'S REVIEW CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

BY: _____ DATE _____
FRANK VELDHUIS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6582
PLAT REVIEWER FOR THE CITY OF FORT PIERCE

SURVEYOR'S NOTES

- 1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, HAVING A BEARING OF N88°20'40"E.
- 2) ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS NOTED. (N.R.) DENOTES NON-RADIAL.
- 3) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 4) THE PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF FORT PIERCE, FLORIDA.
- 5) THIS PLAT WAS DRAWN AND PREPARED ON 1/5/2023.
- 6) RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED MARCH 31, 2016 IN OFFICIAL RECORDS BOOK 3851, PAGE 2826 IS BLANKET IN NATURE AND LIES OVER EXISTING DRIVEWAY WITHIN PARCEL 5)
- 7) THIS PLAT IS SUPPORTED BY A BOUNDARY SURVEY PREPARED BY INDIAN RIVER SURVEY, INC., JOB # 20-633, DIGITALLY SIGNED ON 7/14/2023.

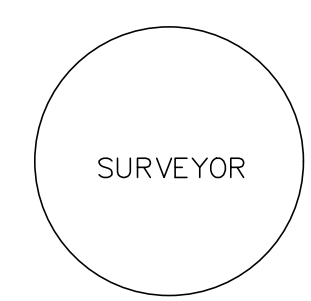
SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY INDIAN RIVER SURVEY, INC; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

_____, 2023.

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 6199



PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

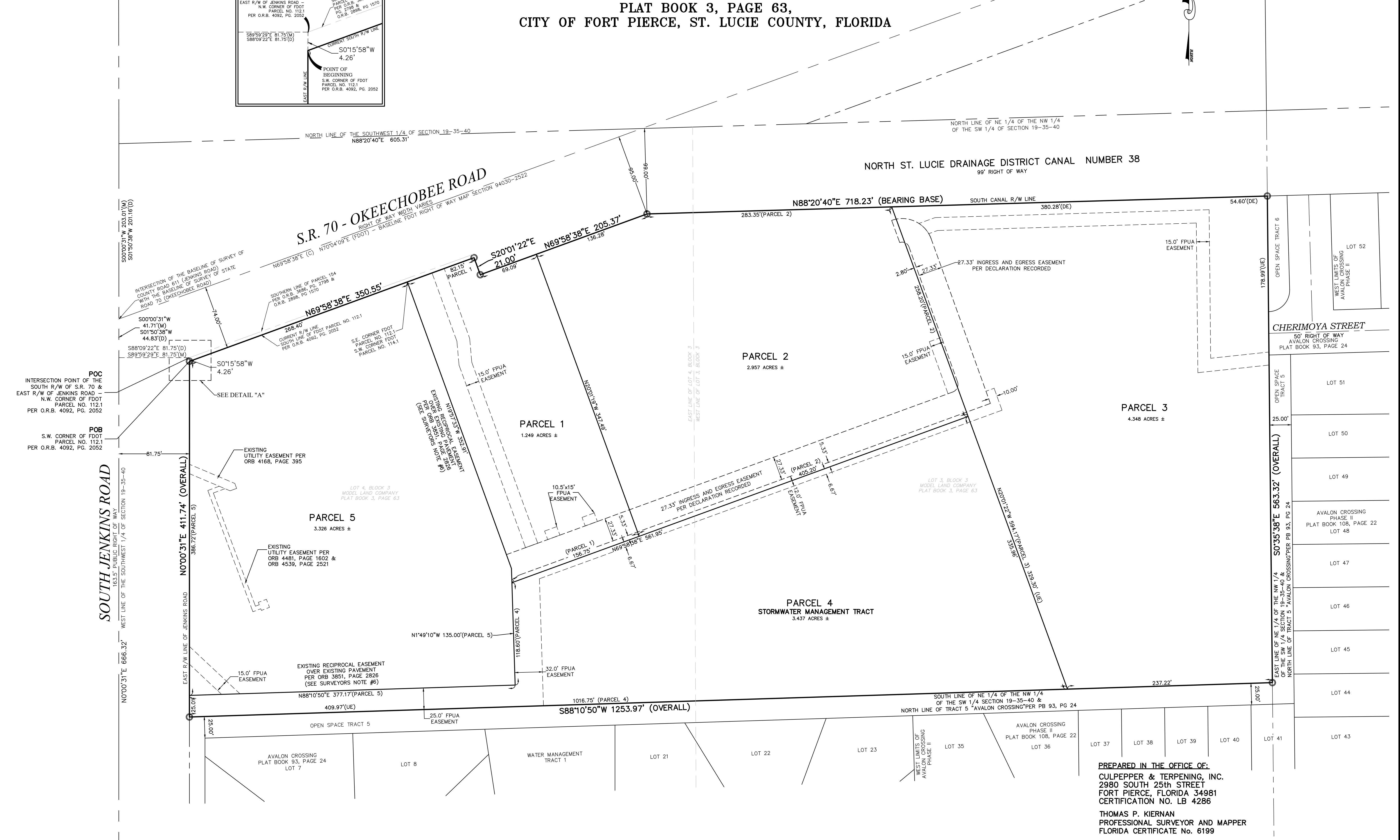
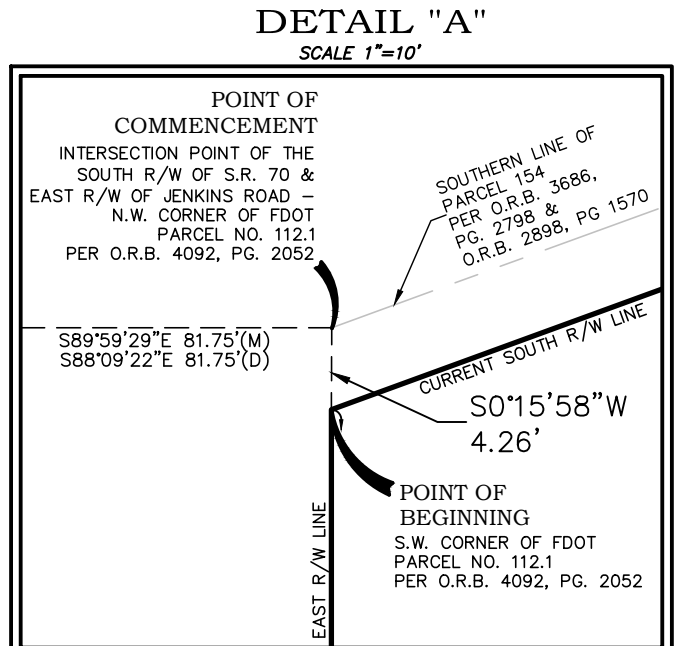
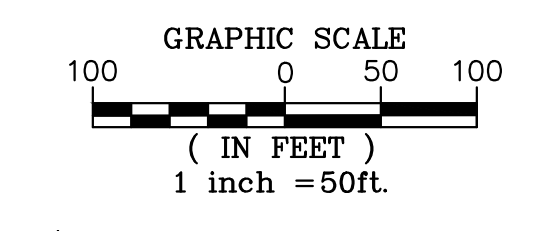
LEGEND

- D. DENOTES DEED
- FDOT DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
- IR&C DENOTES 5/8" IRON ROD & CAP
- LB DENOTES LICENSED BUSINESS
- M. DENOTES MEASURED
- POB DENOTES POINT OF BEGINNING
- POC DENOTES POINT OF COMMENCEMENT
- PRM DENOTES PERMANENT REFERENCE MONUMENT
- R/W DENOTES RIGHT OF WAY
- S.R. DENOTES STATE ROAD
- UE DENOTES FPUA UTILITY EASEMENT
- © DENOTES SET 5/8" IR&C PRM LB 4286

OKEEJEN COMMERCIAL PLAT

BEING A REPLAT OF A PARCEL OF LAND LYING IN THE
 NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF
 SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST,
 SAID PARCEL ALSO BEING A PORTION OF LOTS 3 & 4
 OF BLOCK 3 OF MODEL LAND COMPANY, AS RECORDED IN
 PLAT BOOK 3, PAGE 63,
 CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
 PAGE _____
 DOCKET NO. _____



OPEN SPACE TRACT 6	LOT 52
OPEN SPACE TRACT 5	LOT 51
OPEN SPACE TRACT 5	LOT 50
OPEN SPACE TRACT 5	LOT 49
OPEN SPACE TRACT 5	AVALON CROSSING PHASE II PLAT BOOK 108, PAGE 22 LOT 48
OPEN SPACE TRACT 5	LOT 47
OPEN SPACE TRACT 5	LOT 46
OPEN SPACE TRACT 5	LOT 45
OPEN SPACE TRACT 5	LOT 44
OPEN SPACE TRACT 5	LOT 43

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
 2980 SOUTH 25th STREET
 FORT PIERCE, FLORIDA 34981
 CERTIFICATION NO. LB 4286
 THOMAS P. KIERNAN
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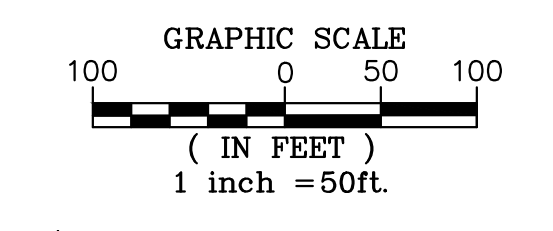
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OKEEJEN COMMERCIAL PLAT

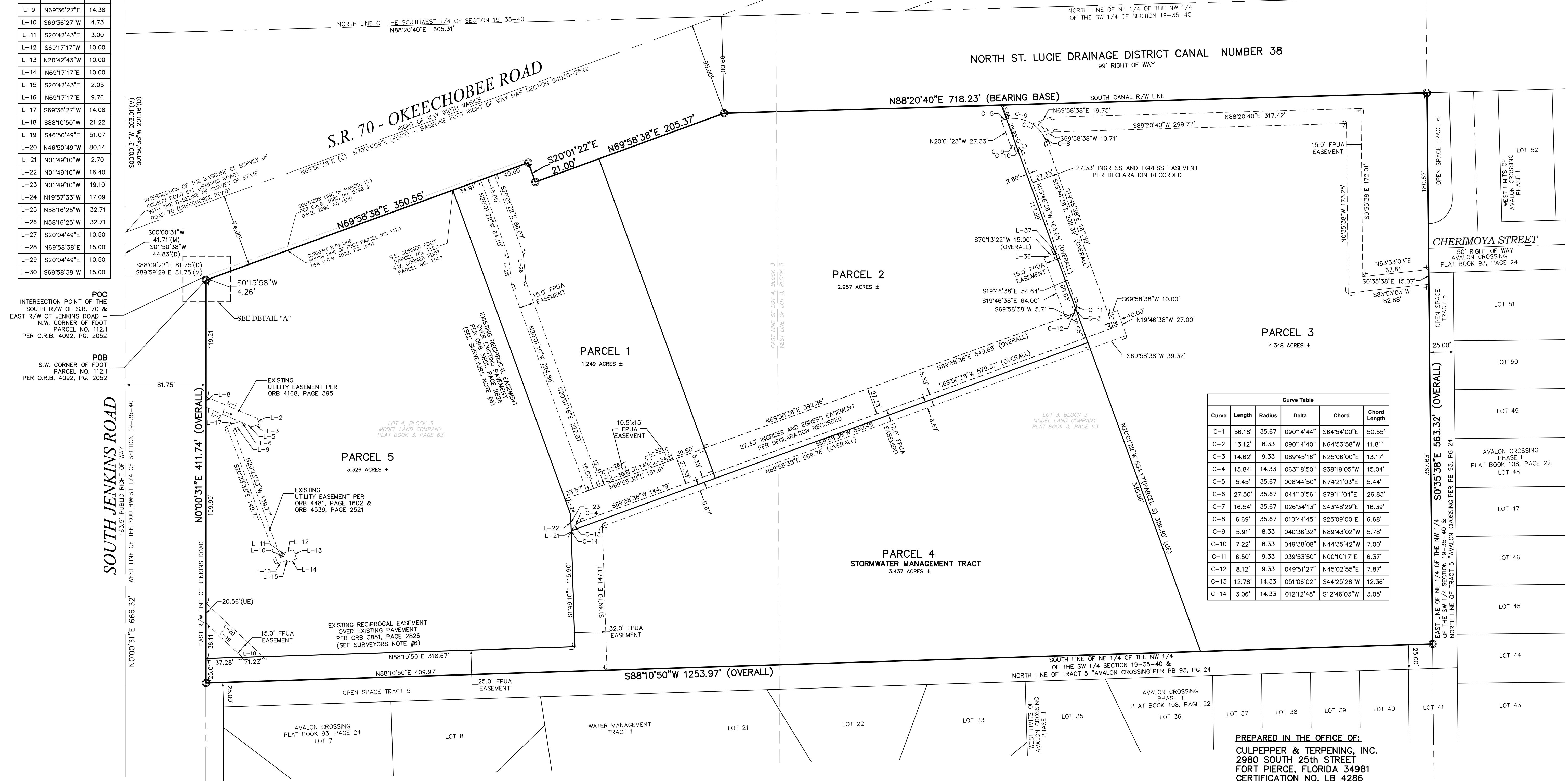
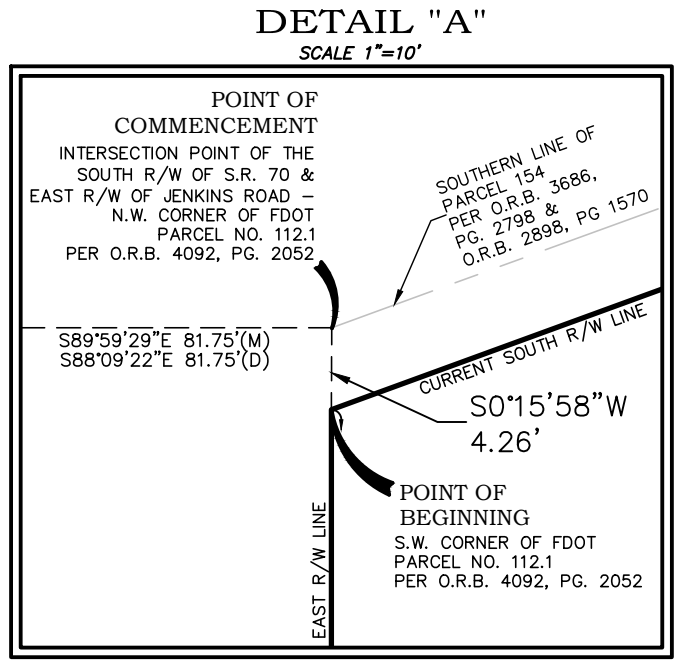
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 OF BLOCK 3 OF MODEL LAND COMPANY, AS RECORDED IN
 PLAT BOOK 3, PAGE 63,
 CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
 PAGE _____
 DOCKET NO. _____



Line	Direction	Length
L-1	S67°06'56"E	56.97
L-2	S19°58'17"E	6.16
L-3	S70°01'43"W	8.06
L-4	S67°06'56"E	37.36
L-5	S67°06'56"E	6.38
L-6	S67°06'56"E	7.29
L-7	S67°06'56"E	37.36
L-8	N00°00'31"E	10.85
L-9	N69°36'27"E	14.38
L-10	S69°36'27"W	4.73
L-11	S20°42'43"E	3.00
L-12	S69°17'17"W	10.00
L-13	N20°42'43"W	10.00
L-14	N69°17'17"E	10.00
L-15	S20°42'43"E	2.05
L-16	N69°17'17"E	9.76
L-17	S69°36'27"W	14.08
L-18	S88°10'50"W	21.22
L-19	S46°50'49"E	51.07
L-20	N46°50'49"W	80.14
L-21	N01°49'10"W	2.70
L-22	N01°49'10"W	16.40
L-23	N01°49'10"W	19.10
L-24	N19°57'33"W	17.09
L-25	N58°16'25"W	32.71
L-26	N58°16'25"W	32.71
L-27	S20°04'49"E	10.50
L-28	N69°58'38"E	15.00
L-29	S20°04'49"E	10.50
L-30	S69°58'38"W	15.00

Line	Direction	Length
L-31	N20°01'22"W	10.50
L-32	N69°58'38"E	15.00
L-33	S20°01'22"E	10.50
L-34	S69°58'38"W	15.00
L-35	N19°46'38"W	15.00
L-36	N70°13'22"E	12.57
L-37	N70°13'22"E	2.43



Curve	Length	Radius	Delta	Chord	Chord Length
C-1	56.18'	35.67	090°14'44"	S64°54'00"E	50.55'
C-2	13.12'	8.33	090°14'40"	N25°06'00"E	11.81'
C-3	14.62'	9.33	089°45'16"	N25°06'00"E	13.17'
C-4	15.84'	14.33	063°18'50"	S38°19'05"W	15.04'
C-5	5.45'	35.67	008°44'50"	N74°21'03"E	5.44'
C-6	27.50'	35.67	044°10'56"	S79°11'04"E	26.83'
C-7	16.54'	35.67	026°34'13"	S43°48'29"E	16.39'
C-8	6.69'	35.67	010°44'45"	S25°09'00"E	6.68'
C-9	5.91'	8.33	040°36'32"	N89°43'02"W	5.78'
C-10	7.22'	8.33	049°38'08"	N44°35'42"W	7.00'
C-11	6.50'	9.33	039°53'50"	N00°10'17"E	6.37'
C-12	8.12'	9.33	049°51'27"	N45°02'55"E	7.87'
C-13	12.78'	14.33	051°06'02"	S44°25'28"W	12.36'
C-14	3.06'	14.33	012°12'48"	S12°46'03"W	3.05'

EASEMENT DETAIL

PREPARED IN THE OFFICE OF:
 CULPEPPER & TERPENING, INC.
 2980 SOUTH 25th STREET
 FORT PIERCE, FLORIDA 34981
 CERTIFICATION NO. LB 4286
 THOMAS P. KIERNAN
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6199



CIVIL ■ STRUCTURAL ■ SURVEYING ■ ENVIRONMENTAL

1835 20th Street ■ Vero Beach, FL 32960
772.569.0035 ■ Fax: 772.778.3617
www.mbveng.com

CA#3728

LETTER OF SUBMISSION

DATE: August 7, 2023

PROJECT NUMBER: 21-0056

PROJECT NAME / DESCRIPTION:
Fort Pierce Commercial

TO: Mr. Ryan Altizer
City of Fort Pierce Planning
100 North US 1
Fort Pierce, FL 34950

VIA:
 HAND DELIVERY
 OVERNIGHT
 U.S. MAIL
 PICK-UP

WE HEREBY SUBMIT THE FOLLOWING ITEMS:

COPIES	DESCRIPTION OF ATTACHED ITEMS
3	Sets of Signed and Sealed Boundary Survey
3	Sets of Draft of Final Plat
1	Engineers opinion of Probable Cost for Plat Bond
1	Recorded Declaration of Convenants

THE ENCLOSED ITEMS ARE:

FOR PERMITTING IN RESPONSE TO COMMENTS REVISIONS
 FOR COMPLIANCE DATED: _____ FOR YOUR RECORD

REMARKS / COMMENTS:

CC: _____

Amanda Gagnon
 SIGNED

**FT. PIERCE COMMERCIAL - FINAL PLAT
ENGINEER'S COST ESTIMATE**

Project: Ft. Pierce Commercial Development - Parcel 1 and Master Development Areas for Perimeter Road and Pond Areas
Prepared On: August 7, 2023

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
I. ON-SITE EARTHWORK, DEMOLITION, DRAINAGE & PAVING				
Earthwork - Site clearing, grubbing, wetland and ditch filling, Site pad filling, Ponds Construction				
Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
Maintenance Of Traffic	1	LS	\$ 8,500.00	\$ 8,500.00
Clearing & Grubbing & Haul Off	12.0	AC	\$ 4,500.00	\$ 54,000.00
0.40 AC Wetland Filling- Includes Over Excavation "De-Mucking" to 2FT below btm.)	2,540	CY	\$ 25.00	\$ 63,500.00
West Canal Filling (537'L x 30'W x 6'D + additional 10% for Overexcavation Fill	2,100	CY	\$ 20.00	\$ 42,000.00
Wet Pond Excavation (Based on 1.80 AC (elev.=16.0) w/ BTM = -3.0 & TOB = 17.0)	24,000	CY	\$ 4.50	\$ 108,000.00
Fill from Wet Pond hauled and placed on-site	24,000	CY	\$ 6.50	\$ 156,000.00
Additional Off-Site Imported Fill & Placement	11,245	CY	\$ 13.50	\$ 151,807.50
Rough Grade	12.0	AC	\$ 8,500.00	\$ 102,000.00
Fine Grading	7,900	AC	\$ 3.50	\$ 27,650.00
Earthwork Subtotal				\$ 738,457.50
Demolition & Ditch Embankment				
Exist. Swale Storm Pipe Removals	2	EA	\$ 5,000.00	\$ 10,000.00
Exist. Light Poles Removal	2	LS	\$ 1,500.00	\$ 3,000.00
Existing Ditch Embankment Endtreatment / Re-Grading	1	LS	\$ 7,500.00	\$ 7,500.00
Curb Removal for Master Dev. roadway connections (Wawa eastern drive aisle)	120	LF	\$ 35.00	\$ 4,200.00
Demolition & Ditch Embankment Subtotal				\$ 24,700.00
Storm Drainage				
6" ADS N-12	48	LF	\$ 15.00	\$ 720.00
15" ADS N-12	355	LF	\$ 38.00	\$ 13,490.00
18" ADS N-12	418	LF	\$ 45.00	\$ 18,810.00
24" ADS N-12	153	LF	\$ 55.00	\$ 8,415.00
30" ADS N-12	37	LF	\$ 65.00	\$ 2,405.00
Type 'C' Catch Basin	6	EA	\$ 4,000.00	\$ 24,000.00
Type 'D' Catch Basin	1	EA	\$ 4,500.00	\$ 4,500.00
Type 'F' Catch Basin	9	EA	\$ 4,500.00	\$ 40,500.00
Type 'C' Modified Control Structure (Wet Pond Outfall)	1	EA	\$ 5,000.00	\$ 5,000.00
Stormwater MH	1	EA	\$ 4,500.00	\$ 4,500.00
18" ADS Yard Drain	1	EA	\$ 1,750.00	\$ 1,750.00
48" CMP & Collar	16	LF	\$ 150.00	\$ 2,400.00
6" thick Concrete Weir (betw. pond and dry retention)	20.0	CY	\$ 500.00	\$ 10,000.00
Rip-Rap for Conc. Weir, 2' Deep	77.2	CY	\$ 100.00	\$ 7,720.00
Concrete Turnout for Pond Maintenance Access	1	LS	\$ 7,000.00	\$ 7,000.00
Storm Drainage Subtotal				\$ 151,210.00



ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Paving, Curbing, Light Poles and Signage				
1.5" SP-12.5 Asphalt	1,680	SY	\$ 18.00	\$ 30,240.00
2.0" SP-12.5 Asphalt	3,348	SY	\$ 20.00	\$ 66,960.00
7" Thick Concrete Dumpster Pad areas (incl. drive-through)	345	SY	\$ 125.00	\$ 43,125.00
6" Limerock or Coquina Base Course	1,680	SY	\$ 10.00	\$ 16,800.00
8" Limerock or Coquina Base Course	3,348	SY	\$ 12.00	\$ 40,176.00
12" Compacted Subgrade	5,373	SY	\$ 6.00	\$ 32,238.00
Furnish and Install Raised Curb - FDOT Type "D" C&G	3,043	LF	\$ 40.00	\$ 121,720.00
Furnish and Install Valley Gutter Curb at Driveways	86	LF	\$ 35.00	\$ 3,010.00
6" thick concrete sidewalk	295	SY	\$ 65.00	\$ 19,175.00
Detectable warnings	6	EA	\$ 300.00	\$ 1,800.00
Drive Aisle Striping / Signage	1	LS	\$ 25,000.00	\$ 25,000.00
Drive Aisle Light Poles	14	EA	\$ 7,500.00	\$ 105,000.00
Paving - Shared Internal Roadway Subtotal				\$ 505,244.00
II. ON-SITE WATER & SEWER UTILITIES				
Water				
Furnish & Install 1" PE DR9 WM	124	LF	\$ 10.00	\$ 1,240.00
Furnish & Install 2" PE DR9 WM	91	LF	\$ 15.00	\$ 1,365.00
Furnish & Install 8" C900 DR18 WM (looped) (Inc. stubs to Parcel 1, ALDI and Hotel parcel)	1,973	LF	\$ 45.00	\$ 88,785.00
Furnish & Install 8" HDPE DR11 WM (Directional Bore)	237	LF	\$ 125.00	\$ 29,625.00
Furnish & Install 6" C900 DR18 WM	183	LF	\$ 35.00	\$ 6,405.00
Fire Hydrant Assembly and Fittings	2	EA	\$ 4,500.00	\$ 9,000.00
6"x6" T.S.&V. - Connection to Ex. WM in Avalon subdivision	1	EA	\$ 6,500.00	\$ 6,500.00
8" 22.5-Degree bends	1	LS	\$ 200.00	\$ 200.00
8" 45-Degree bends	2	LS	\$ 200.00	\$ 400.00
8" 90-Degree bends	6	LS	\$ 200.00	\$ 1,200.00
8" GVs	2	LS	\$ 2,500.00	\$ 5,000.00
8"x 8" Tees (South Jenkins Rd. ROW)	1	LS	\$ 500.00	\$ 500.00
8"x 6" Tees	2	LS	\$ 400.00	\$ 800.00
8"x 2" Tees	1	LS	\$ 350.00	\$ 350.00
6"x 6" Tees	1	LS	\$ 400.00	\$ 400.00
8" x 6" Reducer	1	LS	\$ 400.00	\$ 400.00
6" GV	1	LS	\$ 2,000.00	\$ 2,000.00
2" Blow-off	1	LS	\$ 2,000.00	\$ 2,000.00
Water Subtotal				\$ 156,170.00
Sewer				
Gravity Sewer / 6-inch PVC	182	LF	\$ 38.00	\$ 6,916.00
Gravity Sewer / 8-inch PVC (Inc. stubs to Parcel 1, ALDI and Hotel parcel)	1,098	LF	\$ 50.00	\$ 54,900.00
6" Gravity Sewer Clean Outs	5	EA	\$ 850.00	\$ 4,250.00
1,000 gal. grease trap	1	EA	\$ 7,500.00	\$ 7,500.00
Sanitary Sewer Manhole / 4-ft Dia. (0' - < 10' Cut)	1	EA	\$ 4,500.00	\$ 4,500.00
Misc. 6" Gravity Sewer fittings	1	LS	\$ 5,000.00	\$ 5,000.00
Misc. 8" Gravity Sewer fittings	1	LS	\$ 15,000.00	\$ 15,000.00
Sanitary Sewer Manhole / 4-ft Dia. (> 10' Cut)	7	EA	\$ 5,000.00	\$ 35,000.00
Connection to existing manhole at Lift Station	1	EA	\$ 4,500.00	\$ 4,500.00
Sewer Subtotal				\$ 137,566.00
III. ON-SITE MISCELLANEOUS				
Landscaping & Irrigation (Assumed) - Master Site Perimeter	1	LS	\$ 200,000.00	\$ 200,000.00
Landscaping & Irrigation (Assumed) - Master Site Pond	1	LS	\$ 65,000.00	\$ 65,000.00
Irrigation Well & Pump	1	LS	\$ 45,000.00	\$ 45,000.00
Irrigation Piping	1	LS	\$ 20,000.00	\$ 20,000.00
Erosion Control Fence	3,000	LF	\$ 2.50	\$ 7,500.00
Erosion Control Misc. During Construction	1	LS	\$ 20,000.00	\$ 20,000.00
On-site Miscellaneous Subtotal				\$ 357,500.00

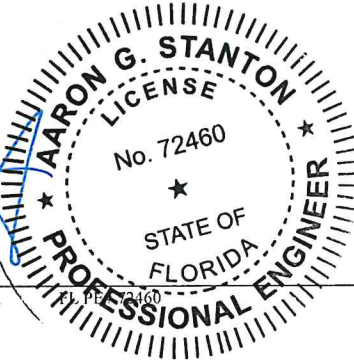


IV. SOFT COSTS				
Water & Sewer Testing	1	LS	\$20,000.00	\$ 20,000.00
Geotechnical Services	1	LS	\$20,000.00	\$ 20,000.00
Construction Stake-Out & Asbuilts	1	LS	\$35,000.00	\$ 35,000.00
Construction Inspections & Oversight	1	LS	\$30,000.00	\$ 30,000.00
Soft Costs Subtotal				\$ 105,000.00

SUBTOTAL	\$ 2,175,847.50
10% BOND CONTINGENCY	\$ 217,584.75

GRAND TOTAL	\$ 2,393,432.25
--------------------	------------------------

Mr. Aaron Stanton, P.E.



8/7/23

Date

PREPARED BY AND UPON

RECORDING PLEASE RETURN TO:

Jacqueline Bozzuto, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "**Declaration**") is made this 18th day of July 2023, by **OKEEJEN, LLC**, a Florida limited liability company whose address is 1870 Aloma Ave, Ste 250 Winter Park, FL 32789 ("**OkeeJen**") (**OkeeJen** referred to herein as "**Declarant**").

RECITALS

The following Recitals set out the background for and are a part of this Declaration:

OkeeJen is the owner of that certain real property located in Saint Lucie County, Florida, more particularly described on **Exhibit "A"** as follows (the "**OkeeJen Property**"), Parcel 2 of which is leased to ALDI (FLORIDA) L.L.C., a Florida limited liability company ("**ALDI**").

The OkeeJen Property has been submitted for platting with St. Lucie County, Florida (the "**Plat**").

Parcel 5 of the Plat is not subject to this Declaration. Parcel 5 is encumbered by that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated March 29, 2016 and recorded March 31, 2016 in OR Book 3851, Page 2826 of the Public Records of Saint Lucie County, FL (the "**2016 REA**"), which 2016 REA encumbers the OkeeJen Property and Parcel 5 and provides cross easements, covenants and restrictions as between Parcel 5 and the OkeeJen Property. This Parcels are subject to the terms of and subordinate to the 2016 REA. Owners shall comply with the terms and conditions of the 2016 REA.

Parcels 1, 2, 3, and 4 as shown on the Plat shall be collectively referred to in this Declaration as the "**Parcels**" or the "**OkeeJen Property**", and individually as a "**Parcel**". The term "**Owner**", when used in this Declaration, shall include any Person (which shall include a natural person or artificial entity having legal capacity) who from time to time holds fee simple title to any Parcel. If more than one Person holds the fee simple title to any Parcel, all such holders, collectively, jointly and severally, shall be the Owner of such Parcel.

Parcel 4 and a portion of Parcel 3 as shown on the Site Plan are improved with the Stormwater Management detention and retention area and pond (the "**Stormwater Management System**") for Parcels 1, 2 and 3. The insurance, taxes, maintenance, cleaning, mowing and all

necessary repair obligations associated with regard to Parcel 4 and the day to day operations of the Stormwater Management System will be obligation of the Owner of Parcel 2 (provided that the Owner of Parcel 3 shall also have the right but not the obligation to maintain and repair the Stormwater Management System in the event the Owner of Parcel 2 is unwilling or otherwise fails to perform such obligations). The Owners of Parcel 1 and 3 shall pay their pro rata share of all of the costs of the Stormwater Management System as set forth below.

The general physical relationship between the Parcels and Parcel 5 is shown on the Site Plan of the OkeeJen Property (as it may be amended, as provided for herein, the "Site Plan") attached hereto as Exhibit "B".

Declarant desires that the development upon the OkeeJen Property be integrated in certain respects, and in furtherance thereof intends to establish certain covenants and restrictions upon the OkeeJen Property or portions thereof, and to establish certain rights and easements for the benefit of the individual Parcels.

NOW, THEREFORE, the undersigned, as Owner of all the OkeeJen Property, declares that the OkeeJen Property and all portions thereof is and shall be held, used, transferred, mortgaged, leased, sold, conveyed and occupied subject to the terms, conditions, covenants, restrictions and easements (collectively the "covenants and restrictions") set out in this Declaration.

ARTICLE 1: PROPERTY SUBJECT TO THIS DECLARATION

The OkeeJen Property shall be held, used, transferred, mortgaged, leased, sold, conveyed and occupied subject to this Declaration. The covenants and restrictions set out herein are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of the Parcels or portions thereof subsequently executed.

ARTICLE 2: EASEMENTS

Section 2.1 **Ingress and Egress Easement**. Declarant hereby establishes, gives, grants, dedicates and conveys to and for the benefit of each and every Person now or hereafter an Owner of any Parcel, their respective employees, agents, contractors, customers, invitees, licensees, successors, assigns, tenants and the employees, agents, contractors, customers, invitees and licensees of any tenant of such Owner (collectively, the "**Permittees**"), a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress over and across the driveways, access ways, sidewalks, walkways, exits, entrances, curb cuts and other paved areas as may exist from time to time within the Parcels 1, 2 and 3, consistent with the normal and intended purposes of such areas. Notwithstanding anything to the contrary herein, the drives shown as "Critical Access Drives" on the Site Plan shall not be altered, relocated, closed or otherwise impaired for vehicular ingress and egress.

Section 2.2 **Alterations to Easement Area**. Without limiting the general nature of the foregoing, without the consent of all Owners, no alteration shall be made to the curb cuts and points of access to the OkeeJen Property from the roads which border the OkeeJen Property. No Owner shall unreasonably prevent, hinder or interfere in any way

with the free flow and passage of vehicular and pedestrian traffic among and between the Parcels, except as may be necessary during limited periods of maintenance, repair, restoration or construction or as may be necessary to avoid public dedication thereof.

Section 2.3 **Storm Water Drainage and Detention Pond Easement.** Declarant hereby declares and establishes for the use, enjoyment and benefit of each and every Person, now or hereafter an Owner of any Parcel, their respective Permittees, a perpetual non-exclusive easement over and across and for the use of the Stormwater Management System for the purpose of storm water management and discharging in and onto the detention pond as depicted on the Site Plan on Parcels 3 and 4.

Section 2.4 **Utility Lines.** There exists various platted utility easements on the OkeeJen Property pursuant to previously recorded plats and the Plat for the installation, use, repair, maintenance and replacement of underground water, sewer, fire protection, telephone, electric, gas and other utilities lines and facilities (the "Utility Lines") necessary to serve any Parcel. As a condition of installing any Utility Line on a Parcel the Owner of the Parcel on which the installation is to occur, may require that within twenty (20) days following such installation an "as built" survey is prepared and delivered to such Owner showing the location of the Utility Line.

Section 2.5 **Initial Installation.** All Utility Lines permitted pursuant to Sections 2.4 shall, if reasonably possible, be installed concurrently with the construction of the initial improvements on the Parcel on which the Utility Line is to be located. After the initial paving and improvement of the easement areas on each Parcel any work on such Parcel permitted under Section 2.4 above shall be (a) only after ten (10) days' notice to the Owner of the Parcel on which the work is to occur (except for emergency repairs); (b) to the extent possible, during the non-business hours of the businesses being operated on the Parcel on which the work is to occur; (c) conducted in a manner to minimize any damage to, or any disruption to the businesses being operated on, the Parcel on which the work is to occur; (d) promptly completed in a good and workmanlike manner and any damage shall be repaired to the reasonable satisfaction of the Owner of the Parcel on which the work is to occur.

Section 2.6 **Relocation.** At any time and from time to time, the Owner of any Parcel may relocate any Utility Line installed on the Owner's Parcel that is inconsistent with the Owner's intended use or development of such Parcel; provided that such relocation: (a) shall be performed only after thirty (30) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of the Parcel benefited by the Utility Line; (b) shall not interfere with or diminish utility service to any beneficiary of the Utility Line; (c) shall not reduce or impair the usefulness or function of the Utility Line; and (d) shall be performed without cost or expense to all beneficiaries of the Utility Line and in a manner to minimize any inconvenience and avoid any business hours interruption in service in connection with the relocation.

Section 2.7 **Installation and Maintenance of Improvements Easement.** Declarant hereby establishes, gives, grants, dedicates and conveys to and for the benefit of each and every Person now or hereafter an Owner of any Parcel, their respective

Permittees, a perpetual non-exclusive easement over such area of the OkeeJen Property reasonable necessary for the development of the improvements and maintenance of the same as depicted on the Site Plan; for (i) the construction of buildings and improvements as permitted by the Site Plan; (ii) installation, use, maintenance, repair, replacement and removal of common construction improvements such as footing, supports and foundations; and (iii) the maintenance of all shared facilities including but not limited to perimeter landscaping and parking lot island landscaping that is shared, if any.

Section 2.8 **Visibility Easement/No Build Area**. Declarant hereby establishes gives, grants, dedicates and conveys to and for the benefit of Parcel 2 Tenant, for so long as ALDI is a Tenant on Parcel 2 (or otherwise operating on Parcel 2), a non-exclusive easement for the continued visibility within the area depicted on the Site Plan and referred to herein as the “No-Build Area”.

Section 2.9 **Common Signage Easement**. Parcel 1 tenants, Parcel 2 tenant and the owner of Parcel 3 shall share a Common Sign (the “Common Sign”). Said Common Sign shall be located on Parcel 1, as depicted on the Site Plan attached hereto as Exhibit “B”, and constructed by Declarant on or before the sooner of Parcel 2 Tenant opening for business or 12/31/2023. The Parcel 2 Owner shall maintain and repair the Common Sign in a good and sightly condition and the Owners of Parcels with panels on such Common Sign shall reimburse the Parcel 2 Owner its prorate share for the costs to maintain and repair such Common sign (based on the square footage of its panel(s) over the overall square footage of panel space on the Common Sign).

Declarant hereby establishes gives, grants, dedicates and conveys to and for the benefit of Parcel 1 Tenant, an easement for the installation and maintenance of Parcel 1 Tenant’s Two-Sided, internally illuminated, graphic sign panels on the Common Sign.

Declarant hereby establishes gives, grants, dedicates and conveys to and for the benefit of Parcel 2 Tenant, for so long as ALDI is a Tenant on Parcel 2 (or is otherwise operating on Parcel 2), an easement for the installation and maintenance of ALDI’s two-sided, internally illuminated, graphic sign panels with ALDI’s corporate logo on the Common Sign(s). ALDI shall have the top position on the Common Sign.

Declarant hereby establishes gives, grants, dedicates and conveys to and for the benefit of Parcel 3 Owner, an easement for the installation and maintenance of Parcel 3 Owner’s Two-Sided, internally illuminated, graphic sign panels on the Common Sign.

Section 2.10 **Temporary Construction Easement**. Declarant hereby establishes gives, grants, dedicates and conveys to and for the benefit of Parcel 2 Tenant, for so long as ALDI is a tenant on Parcel 2 (or otherwise operating on Parcel 2). a non-exclusive temporary easement over and across the OkeeJen Parcels, to the extent needed in accordance with good construction practices, but only during the period of initial construction of the ALDI improvements

ARTICLE 3: USE RESTRICTIONS

Section 3.1 **General Restrictions**. Each Parcel shall be used only for lawful purposes in conformance with all restrictions imposed by applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to any portion of a Parcel which is prohibited by any such law, ordinance, codes or regulation. Each Parcel shall be operated in a manner so as not to unreasonably interfere with the business being operated of the adjoining Parcels. There may be recorded in the public records of the county where the property is located other use restrictions or conditions regarding how the property may be developed or used and the cost associated with shared facilities or utilities.

Section 3.2 **Certain Specific Prohibited Uses**. None of the uses set forth on **Exhibit "C"** are permitted within the OkeeJen Property.

Section 3.3 **Lot Exclusives**. Various Parcels and users of the OkeeJen Property have been granted exclusive use right in connection with leases of the Shopping Center. Those rights as they exist as of the date of this Declaration are set forth on **Exhibit "D"**.

ARTICLE 4: CONSTRUCTION REQUIREMENTS

Section 4.1 **General Construction Requirements**. Each Owner agrees that any construction work to be undertaken on its Parcel shall be performed (a) so as not to unreasonably interfere with any construction work being performed on the remainder of the OkeeJen Property, and (b) so as not to unreasonably interfere with and minimize disruptions of the access to, use, occupancy and enjoyment of the remainder of the OkeeJen Property. Any damage occurring to any portion of the OkeeJen Property as a result of any construction work shall be the responsibility of the Owner performing such construction work or causing such construction work to be performed and shall be promptly restored and repaired by such Owner, at such Owner's sole cost and expense, to the reasonable satisfaction of the Owner of the affected Parcel.

Section 4.2 **Additional Construction Requirements**. Construction by any Owner (the "**Constructing Owner**") within the OkeeJen Property shall also be subject to the following:

a. All construction shall be carried out in accordance with all applicable laws, ordinances, rules and regulations of all governmental agencies and authorities having jurisdiction.

b. No Owner shall be entitled to utilize any portion of any other Owner's Parcel for parking, staging, storage or otherwise in connection with any construction, except with the prior written consent of such Owner.

c. During construction, the Constructing Owner shall take all safety measures reasonably required to protect all other Owners and their Permittees from injury or damage resulting from such construction.

d. During any construction occurring after one or more Buildings are open or preparing to open for business on any Parcel within the OkeeJen Property (an "Operating Parcel"), the Constructing Owner shall provide to each Owner of an Operating Parcel, within ten (10) days of a request, a current, reasonably detailed time line for construction.

e. While an Operating Parcel exists, loud repetitive disruptive noises shall be avoided and, when unavoidable, limited to the non-business hours of the operating businesses.

f. The Constructing Owner shall keep all other Parcels free of mud, dirt, waste and construction debris and materials.

g. While an Operating Parcel exists, the Constructing Owner shall use generally accepted construction techniques and methods to abate and minimize, to the extent reasonably possible, the generation of dust and other particulate matter or the erosion of subsurface soils which might migrate from the Parcel on which the construction is occurring to other Parcels within the OkeeJen Property or outside the boundaries of the OkeeJen Property.

ARTICLE 5: DEVELOPMENT RESTRICTIONS

Section 5.1 **Parking Requirements**. The Owner of each Parcel shall design, develop and maintain (subject to loss by condemnation) such Parcel so that there is located directly on such Parcel not less than the number of parking spaces that is required under applicable zoning and other regulations for the building sizes and uses on such Parcel. No Owner may seek or obtain a variance or waiver as to any parking regulations applicable to its Parcel without the consent of the other Owners.

Section 5.2 **Dumpsters**. All outdoor trash and garbage receptacles shall be screened with an opaque enclosure constructed from a material durable enough to withstand the abuse resulting from periodic servicing and architecturally detailed or finished consistent with or to complement the Buildings on the Parcel serviced by the receptacle. The outdoor trash, garbage receptacles, and recycling dumpsters shall be constructed in conformance with all applicable zoning and construction codes.

ARTICLE 6: MAINTENANCE

Section 6.1 **Buildings**. Each Owner shall keep and maintain the building(s) located from time to time on its respective Parcel in good order, condition and repair. In the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, with due diligence, either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) tear down and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise

clean and restore the area affected by such casualty to a level, graded condition, appropriately paved or grassed to avoid the spreading of dirt and dust. Nothing contained in this Section 6.1 shall be construed to allow an Owner or the Owner's tenant to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's tenant.

Section 6.2 **Easement Areas.** Except Stormwater Management System Detention Pond located on Parcel 4 and a portion of Parcel 3 as shown on the Site Plan, as defined below, each Owner shall at all times during the term operate and maintain or cause to be operated and maintained all areas and facilities located on its Parcel in which easement rights are granted in favor of the other Parcel hereunder (excluding utility lines exclusively serving the other Parcel) in good order, appearance, condition and repair and consistent with the level of maintenance of the other Parcels. Following the construction of improvements thereon, maintenance of such common areas shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas (including re-sealing and re-surfacing, as necessary), removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, and performing any and all such other duties as are necessary to maintain such common areas in a clean, safe and orderly condition. Except as otherwise expressly provided in this Declaration, once constructed, in the event of any damage to or destruction of all or a portion of the easement areas on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such common areas and facilities to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration).

Section 6.3 **Lighting.** Each Owner shall (i) keep its Parcel fully illuminated each day from dusk to at least 11:00 p.m., unless all Owners agree upon a later time and (ii) keep any exterior Building security lights on from dusk until dawn. In the event a business operating on any Parcel desires the illumination of the common areas located on the other Parcel later than 1:00 a.m., then the Owner of such Parcel shall, upon the request of the requesting party, keep such areas illuminated until the time requested by the requesting party, provided that the requesting party agrees to pay for the actual cost of lighting the common areas during such time. The requesting party shall pay such cost to the Owner of the other Parcel within ten (10) days of receipt of an invoice therefor. For purposes of this Section, any tenant leasing an entire Parcel shall have the right to request after hours lighting in the place of the Owner, provided that such tenant makes the payments provided for by this Section.

Section 6.4 **Stormwater Management System.**

a. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water

pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

b. The Owners of Parcels 1, 2 and 3 shall be responsible for the cost of the maintenance, operation and repair of the Stormwater Management System and the Detention Pond system on Parcel 4 and a portion of Parcel 3 as shown on the Site Plan (the “**Detention Pond**”) and shall each pay their prorated share of the cost of such maintenance. The Owner of Parcel 2 shall be responsible for overseeing and handling all arrangements for the maintenance of the Stormwater Management System and the Detention Pond (provided that the Owner of Parcel 3 shall also have the right but not the obligation to maintain and repair the Stormwater Management System and Detention Pond in the event the Owner of Parcel 2 is unwilling or otherwise fails to perform such obligations). The “**Maintenance**” of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the South Florida Water Management District (the “**Agency**”). The Owners shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the Agency. The Owner of Parcel 2 shall be responsible for all operation, repair, and maintenance costs for the “**Detention Pond**” as is depicted on the Site Plan. The Owners of Parcels 1 and 3 shall reimburse the Owner of Parcel 2 their prorated share of such costs (or reimburse Parcel 3 owner in the event Parcel 3 owner elects to maintain and repair the Stormwater Management System and Detention Pond in the event the Owner of Parcel 2 is unwilling or otherwise fails to perform such obligations). The proration is a percentage the denominator of which is the total square footage of Parcels 1, 2 and 3 and the numerator of which is the square footage of each individual Parcel. Each Parcel’s prorated share of the cost of Maintenance is:

(i)	Parcel 1	15%
(ii)	Parcel 2	35%
(iii)	Parcel 3	<u>50%</u>
Total		100%

The Owners of Parcel 1 and 3 shall Reimburse the Owner of Parcel 2 within fifteen (15) days of receipt of invoices for Maintenance costs for the Stormwater Management System.

The Agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system.

ARTICLE 7: REMEDIES

Section 7.1 **Personal Obligation**. All amounts due from any Owner hereunder, (together with interest as provided in Section 7.2) and all costs and expenses of enforcement, including attorneys' fees, (as provided in Section 7.5), are the ongoing obligation of the Owner(s) of such Parcel when such amounts become due. Such obligation shall become a joint and several obligations of the Owner's successors in title upon transfer of a Parcel while delinquent amounts are outstanding.

Section 7.2 **Interest**. Any amount payable hereunder and not paid within thirty (30) days after notice to the applicable Owner that such amount was not paid when due shall bear interest from the due date at the lesser of (i) the maximum rate then allowed by applicable law, or (ii) five percent (5%) in excess of the Prime Rate as published in the Money Rates Table of *The Wall Street Journal* (or if *The Wall Street Journal* no longer publishes such rate, another reputable publication selected by the non-defaulting Owner) as of such due date.

Section 7.3 **Injunctive and Other Relief**. In the event of any violation or threatened violation by any Owner, lessee or occupant of any portion of the OkeeJen Property of any of the covenants and restrictions of this Declaration, any of the Owners shall have the right, but not the obligation, after ten (10) days written notice to the violating Owner, if such violation is not cured within such ten (10) day period, to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, at law or in equity. In the event any violation or threatened violation cannot be cured within the ten (10) day period set forth above, such ten (10) day period shall be extended by such additional time as is reasonably necessary to the cure the violation using all diligent efforts. In the event of a recurring violation, the Owner of any affected Parcel shall have the right to immediately seek injunctive relief without the requirement that the violating owner be provided with the ten-day notice and cure period.

Section 7.4 **Self-Help**. In addition to all other remedies available under this Declaration, under statute, at law or in equity, upon the failure to cure a violation of this Declaration within thirty (30) days or ten (10) days as to a violation having an adverse impact on a business being operated on another Parcel (or such longer period as is reasonably necessary to cure the violation using all diligent efforts) after written notice thereof to the violating Owner, any Owner (or any tenant described in Section 9.2 hereof) shall have the right to perform such action as is reasonably necessary to cure such violation on behalf of such defaulting Owner and to be reimbursed by such defaulting Owner for the reasonable costs thereof as evidenced by paid receipts or invoices submitted to the violating Owner. In the event of a recurring violation, that has a material adverse impact on a business being operated on another Parcel, the Owner of the affected Parcel shall have the right to immediately pursue it rights under this Section, after such oral or written notice to the violating Owner as may be practical under the circumstances, without the requirement that the violating owner be provided with the ten-day notice and cure period. All such amounts due under this Section are be due upon demand.

Section 7.5 **Attorneys' Fees**. If any party entitled to enforce any of the provisions of this Declaration, is the prevailing party in any litigation involving this Declaration such party may recover from the non-prevailing party all costs and expenses incurred, including reasonable attorneys' fees (including, but not limited to, attorneys' fees in connection with pre-trial, trial, appellate, judgment, administrative and bankruptcy proceedings).

Section 7.6 **Liability Limited**. Owners shall only be liable for any violation of this Declaration during their respective periods of ownership of a Parcel.

Section 7.7 **No Termination for Breach**. No breach or default under this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration.

ARTICLE 8: INSURANCE AND TAXES

Section 8.1 **Insurance**. Throughout the term of this Declaration, each Owner shall procure and maintain commercial general liability insurance against claims for personal injury, death, or OkeeJen Property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, or such greater amount as may from time to time be agreed to by the Owners as reasonable and prudent under the circumstances, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change therein) as an additional insured. This insurance is to insure against potential liability for losses or damages that might occur on or to any Parcel, including, without limitation, the easement areas thereon. Such insurance may be carried by any tenant of the Owner.

Section 8.2 **Taxes and Assessments**. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

ARTICLE 9: MISCELLANEOUS PROVISIONS

Section 9.1 **Operation**. The covenants and restrictions of this Declaration are self-executing and will run with the OkeeJen Property and be binding upon all persons having any right, title, or interest therein, or any part thereof.

Section 9.2 **Tenants**. During the period that any tenant leases an entire Parcel pursuant to a lease with the Owner of the Parcel, such tenant shall be entitled (together with the Owner of such Parcel) to the benefit of all rights and remedies granted to the Owner of the Parcel which it leases under this Declaration, and may, but shall not be obligated to enforce this Declaration, which enforcement shall be accepted as if effected by the Owner of the Parcel, except that such tenant shall have no right to amend, modify or rescind this Declaration.

Section 9.3 **Consent**. Whenever in this Declaration the consent or approval of an Owner or one of the tenants is required, unless otherwise expressly provided herein,

such consent or approval shall not be unreasonably withheld or delayed. Except as otherwise provided herein, if any person having the right of consent or approval hereunder fails to give such consent or approval, or specific grounds for disapproval, within the applicable time period (or if no time period is provided, within fifteen (15) days of receipt of the request therefor), the person shall be deemed to have given its approval or consent. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; (c) clearly and conspicuously state that the failure to respond to the notice or request within the stated time period shall be deemed the equivalent of the recipient's approval or consent; and (d) be accompanied by such background data as is reasonably necessary to make an informed decision thereon.

Section 9.4 **Interpretation.** This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and economic utilization of the OkeeJen Property by providing for the sharing of certain facilities among the Parcels. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe or apply any of the terms or provisions of this Declaration.

Section 9.5 **Enforcement.** Unless expressly provided otherwise, any Owner has the right to enforce, by any appropriate proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by, or pursuant to, the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction will not constitute a waiver of the right to do so at any time in the future.

Section 9.6 **Successors and Assigns. Covenants Run with the Land.** All the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interests, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the OkeeJen Property, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, and their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the OkeeJen Property. If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law on account of the fact that it is purported to be created at a time when both the burdened and benefited properties are owned by the same party, such easement shall be instead be deemed a contractual obligation and license having the same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on such future date as the burdened and benefited properties become owned by different parties, without requiring the execution or recordation of any further instruments, so as to preserve the intent and purpose of this Declaration. The Declarant acknowledges and agrees that this Declaration, is not intended by the Declarant to be subject to the legal doctrine of merger, in that it is the intention that all the covenants, easements and restrictions shall apply to the land and all current and future owners and occupants thereof.

Section 9.7 **Duration**. Except for the provisions of this Declaration granting and regulating easements, which shall be perpetual in duration, this Declaration shall be binding upon the OkeeJen Property and enforceable against all Owners for a period of twenty (20) years from the date of recording of this Declaration, after which time, the covenants and restrictions of this Declaration shall automatically extend for successive periods of ten (10) years unless terminated pursuant to Section 9.12.

Section 9.8 **Not a Public Dedication**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the OkeeJen Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration and the rights hereunder are for the benefit of the Owners, from time to time, of the OkeeJen Property.

Section 9.9 **Severability**. If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Declaration shall be valid and shall be enforced to the fullest extent permitted by law.

Section 9.10 **Notices**. Any notice permitted or required hereunder to an Owner shall be deemed given (i) on the third (3rd) day (excluding Sundays) after the day mailed by certified mail, return receipt requested or (ii) on the next business day following the day deposited with a reputable next-day delivery service, to such Owner at the address for such Owner shown on the Hillsborough County Tax Assessor's records relating to the Owner's Parcel or to such other address as may have last been provided by such Owner.

Section 9.11 **Estoppel Letters**. Within twenty (20) days of a request by any Owner (or a Tenant described in Section 9.2) the Owner of any other Parcel (or any Tenant described in Section 9.2) agrees to provide to the requesting Owner or Tenant a statement (i) that no amounts are due to the responding Owner or Tenant by the requesting Owner or Tenant under this Declaration, or a statement of the amounts claimed to be due and (ii) that, to the best of the responding Owner's or Tenant's knowledge, no default exists under this Declaration by the requesting Owner or Tenant, or if a default is claimed the nature of the default. At the request of the requesting Owner this statement shall also be addressed to and may be relied upon by any purchaser, tenant or mortgagee of any Parcel.

Section 9.12 **Modifications**. This Declaration may not be modified, amended, terminated or rescinded, in whole or in part, except by the agreement of all Owners of the OkeeJen Property and then only by written instrument duly executed and acknowledged and recorded in the Public Records of St. Lucie County, Florida. The foregoing shall not prevent any Owner from placing additional covenants, conditions, restrictions or easements on its Parcel not in direct conflict with this Declaration.

Section 9.13 **No Partnership.** Nothing in this Declaration shall be construed to make any of the Owner's partners or joint venturers or render any of such parties liable for any debts or obligations of any other.

Section 9.14 **ALDI Lease.** So long as ALDI is a tenant on Parcel 2 (or otherwise operating on Parcel 2), any amendment, waiver or consent by Parcel 2 Owner must also include the written consent of ALDI. Notwithstanding anything to the contrary in this Declaration, (i) no obligation of Parcel 2 Owner shall be deemed an obligation of ALDI (except to the extent ALDI has agreed under its lease with the Owner of Parcel 2) and (ii) no provision of this Declaration shall be applicable to ALDI that creates a greater obligation or liability on ALDI than what is provided for in its lease with the Owner of Parcel 2 (including, but not limited to, Sections 4.1, 4.2, 5.2, 6.1, 6.2 and 6.3 of this Declaration).

EXHIBIT "D"
Lot Exclusives

Wawa Exclusive

So long as Wawa is operated on Parcel 5, **(A) no other Parcel, other than Parcel 5** shown on the Site Plan, may be used by Declarant, nor any of Declarant's principals (including officers, directors and/or shareholder), or any spouse, parent or minor child of the foregoing or any parent corporation, subsidiary corporation, or affiliated corporation, or combination thereof now owns or hereafter acquires a controlling interest in, located within one (1) mile of the Okeejen Property, or (B) the Affiliate's Property in the area of Parcel 5 (as depicted on REA) to be occupied for a convenience food store or fuel dispensing facility (excluding facilities designed specifically for the sole purpose of servicing commercial truck fleets or truck stop activities, which do not serve passenger vehicles) or any combination of such uses (for purposes of clarification, the operation of a Goodyear Tire and Repair facility shall not be prohibited on the Other Restricted Properties). The term "convenience food store" means any store generally recognized by the retail food industry as being a convenience food store, including but not limited to, the type of store operated by Wawa, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuikCheck, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Tree, Gate, Thorntons or Hess Express. The term "coffee store" means a store primarily engaged in the sale of coffee and related coffee drinks, including without limitation, Starbuck's, Seattle's Best, Einstein's, Caribou Café, Bucks County Coffee or Barnie's Coffee and Tea Company. **The term "sandwich store" means a store that is primarily engaged in the sale of hot or cold sandwiches for on-site or off-site consumption, including, without limitation, Subway, Blimpie's, Quizno's, Cusi, Pita Pit, Jimmy John's or Firehouse Subs. The following named restaurant operations are specifically excluded from the definition of "sandwich store" and their construction and operation on Parcel A shall not be considered a violation of the restrictions above: Chick-fil-A, Panera Bread, PDQ and McDonald's.** The term "fuel dispensing facility" means **any facility or station that dispenses fuel, whether self-service and/or full-service. Notwithstanding the foregoing, the restrictions above shall not restrict any restaurant that has waitress/waiter or table side service for customers from selling coffee, provided that in no event shall any of the brands expressly listed as examples of prohibited uses above be permitted.**

ALDI Exclusive

So long as ALDI is a tenant on Parcel 2 (or otherwise operating on Parcel 2), no other Parcel, **other than Parcel 2 shown on the Site Plan**, shall be used or occupied, or permitted to be used or occupied, for the operation of a Retail Grocery Store. The term "Retail Grocery Store" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Center, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption. Further, no advertisements (including, but not limited to, any advertisements on electric charging stations) in the Center shall advertise, promote or identify a Retail **Grocery Store other than ALDI.**

CHIPOTLE Exclusive

So long as CHIPOTLE is a tenant on Parcel 1, no other Parcel or tenant shall have the right to sell burritos, quesadillas, wraps, fajitas and/or tacos, so long as their sales do not, individually or collectively, exceed 25% of their gross sales from its premises at the center.

Exhibit "A"

Legal Description

PARCEL 1:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, THENCE NORTH 69°58'38" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD, A DISTANCE OF 266.94 FEET TO THE NORTHWESTERLY CORNER OF FDOT PARCEL 114.1 (A 4 FOOT ROAD RIGHT-OF-WAY TAKING) AS RECORDED IN OFFICIAL RECORDS BOOK 4092, PAGE 2041, SAID PUBLIC RECORDS; THENCE SOUTH 20°01'22" EAST, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL THENCE NORTH 69°58'38" EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL 114.1, A DISTANCE OF 82.15 FEET; THENCE SOUTH 20°01'22" EAST, A DISTANCE OF 21.00 FEET; THENCE NORTH 69°58'38" EAST, A DISTANCE OF 69.09 FEET; THENCE SOUTH 20°01'19" EAST, A DISTANCE OF 347.49 FEET; THENCE SOUTH 69°58'38" WEST, A DISTANCE OF 156.75 FEET; THENCE NORTH 01°49'10" WEST, A DISTANCE OF 16.40 FEET; THENCE NORTH 19°57'33" WEST, A DISTANCE OF 352.91 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 114.1 AND THE POINT POINT-OF-BEGINNING.

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, THENCE N69°58'38"E, ALONG SAID SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD, A DISTANCE OF 479.08 FEET TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38 (A 99 FOOT WIDE CANAL RIGHT OF WAY); THENCE N88°20'40"E ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 79.34 FEET TO AND INTERSECTION WITH THE SOUTH

RIGHT OF WAY LINE OF SAID CANAL AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N88°20'40"E ALONG THE SAID SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38, A DISTANCE OF 283.35 FEET; THENCE S20°01'22"E, A DISTANCE OF 258.20 FEET; THENCE S69°58'38"W, A DISTANCE OF 405.20 FEET; THENCE N20°01'19"W, A DISTANCE OF 347.49 FEET; THENCE N69°58'38"E, A DISTANCE OF 136.28 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE S00°00'31"W ALONG THE EAST RIGHT OF WAY LINE OF SAID JENKINS ROAD, A DISTANCE OF 390.98 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE LEAVING SAID EAST RIGHT OF WAY LINE N88°10'50"E, A DISTANCE OF 377.17 FEET; THENCE N01°49'10"W, A DISTANCE OF 118.60 FEET; THENCE N69°58'38"E, A DISTANCE OF 561.95 FEET; THENCE S20°01'22"E, A DISTANCE OF 335.96 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE S88°10'50"W ALONG SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,016.75 FEET TO THE SAID EAST RIGHT OF WAY LINE OF JENKINS ROAD; THENCE N00°00'31"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 25.01 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD (A VARIABLE WIDTH RIGHT OF WAY) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 94030-2522 WITH THE EAST RIGHT OF WAY LINE OF JENKINS ROAD (A VARIABLE WIDTH RIGHT OF WAY), AS DEFINED BY OFFICIAL RECORDS BOOK 3686, PAGE 2798 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, THENCE N69°58'38"E, ALONG SAID SOUTH RIGHT OF WAY LINE OF S.R. 70-OKEECHOBEE ROAD, A

DISTANCE OF 479.08 FEET TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTH ST. LUCIE DRAINAGE DISTRICT CANAL NUMBER 38 (A 99 FOOT WIDE CANAL RIGHT OF WAY); THENCE N88°20'40"E ALONG SAID SOUTH CANAL RIGHT OF WAY LINE, A DISTANCE OF 362.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N88°20'40"E, A DISTANCE OF 434.88 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S00°35'38"E, A DISTANCE OF 563.32 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE S88°10'50"W ALONG SAID SOUTH LINE, A DISTANCE OF 237.22 FEET; THENCE N20°01'22"W, A DISTANCE OF 594.17 FEET TO THE SAID SOUTH RIGHT OF WAY LINE OF CANAL NUMBER 38 AND THE POINT OF BEGINNING.

EXHIBIT "B"
Site Plan

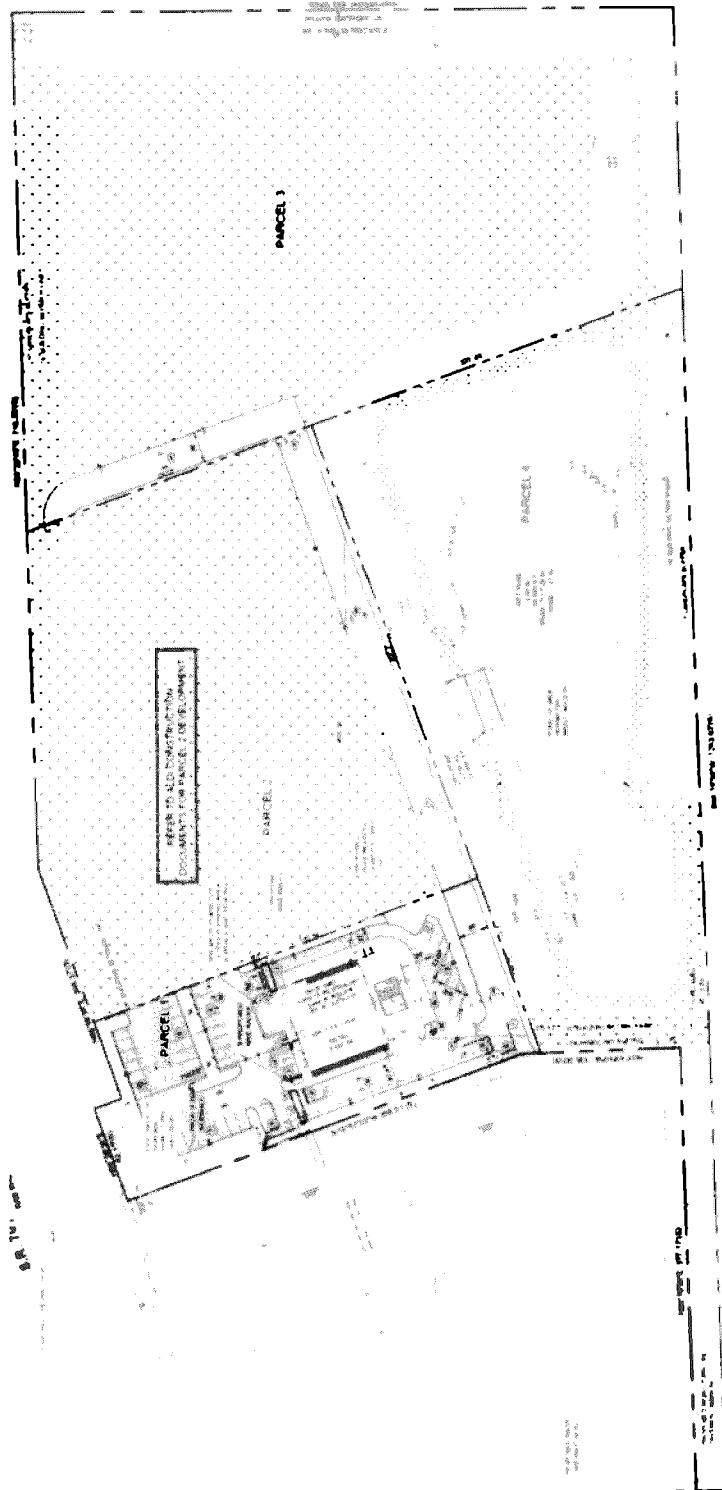


EXHIBIT "C"
Prohibited Uses

(a) business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales;

(b) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;

(c) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);

(d) a pool or billiard hall; arcade;

(e) night club or dance club;

(f) movie theater or cinema; except within the rear parcel outlined in red on Exhibit H-1;

(g) gym or health club greater than 5,000 square feet; except a gym will be allowed within the rear parcel outlined in red on Exhibit H-1 as long as it self-parks and is no larger than 15,000 square feet;

(h) school or learning center having more than thirty students at any one time, except within the rear parcel outlined in red on Exhibit H-1

(i) children's play or party center; trampoline center; laser tag operation; skating rink; bowling alley; racetrack; go-karting track; except within the rear parcel outlined in red on Exhibit H-1;

(j) telemarketing; polling and surveying center;

(k) an abortion clinic; Planned Parenthood;

(l) a pet store; except, however, a national pet store (e.g., Petsmart or Petco) shall be permitted if the location of such use is not adjacent to the Premises;

(m) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles; except within the rear parcel outlined in red on Exhibit H-1 and such operation must be a first-class operations;

(n) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance); mobile home sales; living quarters; hotel; apartment building; except that a hotel and office building will be allowed with the rear parcel outlined in red on Exhibit H-1, so long as it self-parks;

(o) off-track betting establishment, bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);

(p) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt or loud noises;

(q) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;

(r) a public or private nuisance;

(s) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;

(t) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage of refuse;

(u) a gun/firearms shop or gun/firearms range; (w) a pawn shop, tattoo parlor or flea market;

(v) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods;

(w) a store dedicated to the sale of tobacco products;

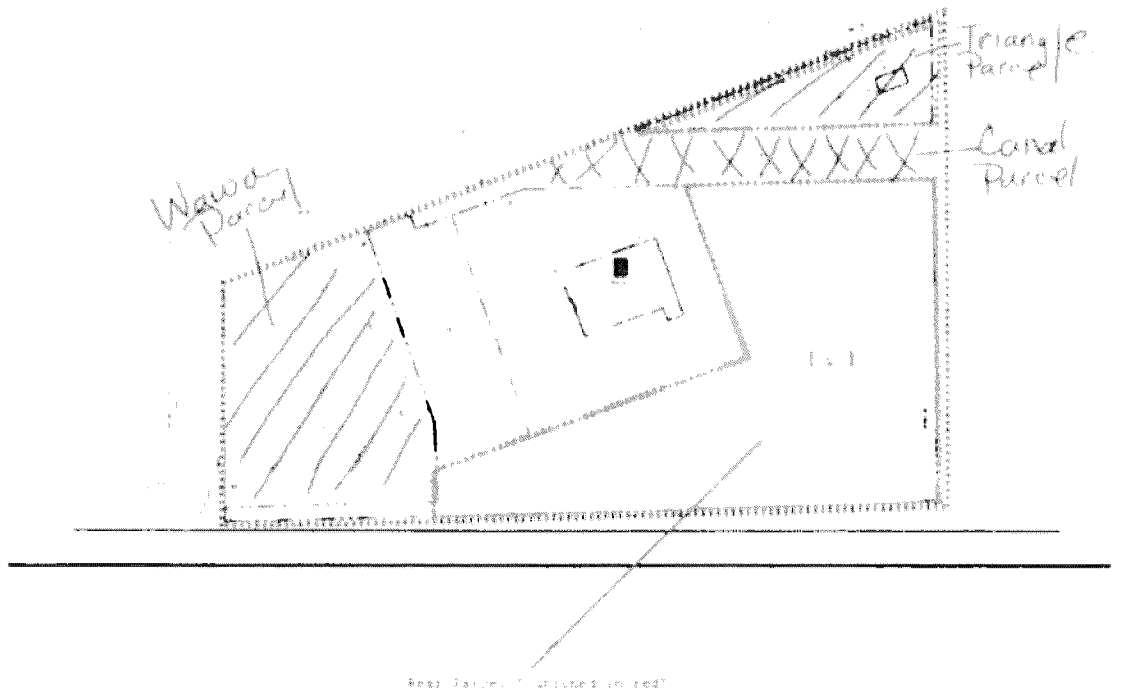
(x) a mortuary or funeral home;

(y) a church or other place of worship; banquet hall; auditorium or meeting hall;

(z) the outdoor display, sale or storage of merchandise (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.); except within the rear parcel outlined in in red on Exhibit H-1 but no produce sales will be allowed regardless (This item (z) shall not be applicable to Parcel 2);

(aa) and/or carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.

Exhibit H-1



August 7, 2023

Ms. Tracy Telle
City of Fort Pierce Engineering
100 N. US Hwy. 1
Fort Pierce, FL 34950

Subject: Fort Pierce Commercial – Final Plat (5553, 5555, 5557 Okeechobee Road)
TRC No. 23-09000011
City of Fort Pierce, Florida
Engineer's Project Number: 21-0056

Dear Ms. Telle:

In accordance with your comments dated June 26, 2023, please see our below responses and attachments as listed in the enclosures:

ENGINEERING:

1. The plat indicates that the Stormwater Tract, Parcel 4, to all owners for the benefit of Parcels 1 thru 3. Please indicate who will be responsible for the maintenance of this parcel. Will there be a Property Owners' Association created? If so, please provide the appropriate recorded copies of the filed articles of incorporation, along with a copy of the certificate of incorporation for the specific Property Owners' Association. **There will be no POA created. Instead a Declaration of Covenants, Restrictions and Easements has been recorded (O.R. Book , Page 1310) as the legal document to assign conditions and restrictions to the platted property.**
2. Did the plat receive Preliminary Plat approval by the commission? If so, please provide the appropriate Preliminary Plat City Commission Certificate on plat sheet 1 of 3. **Yes. The Commission Certificate is provided on Plat Sheet 1 of 3, in the upper right corner of the sheet.**
3. Additional comments on the Final Plat may be forthcoming from Northstar Geomatics, City's contract surveyor, SEE ATTACHED COMMENTS. **These comments are addressed under the Northstar Geomatics section.**
4. A final plat cannot be approved for recordation until all required common site improvements (shared access way and Parcel 4 improvements) have been fully constructed and approved



Ms. Tracy Telle
August 7, 2023
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or a bond has been posted in accordance with the requirements specified in the City of Fort Pierce Code of Ordinances Section 121. **An Engineer's Opinion of Probable Cost has been provided to the City for review, and is also included with this submittal, as the basis for the bond.**

NORTHSTAR GEOMATICS:

1. Update boundary survey to show title exceptions using title report. **An updated survey is included with this submittal, which shows all title exceptions from a title report by Fidelity National Title Insurance Company dated February 18, 2022.**
2. Sufficient size lettering and scale to show detail. Increase the text size located in the scale bar. **The text was increased to a sufficient size on the scale bar.**
3. Bearing reference to a well established and monumented line. The bearing base shown on the plat is not connected to a well established or monumented line. **The bearing was revised on the boundary to reflect the monumented line of the south line of the drainage canal.**
4. Boundary survey references Model Land Company Plat Book 3, Page 63. Change subtitle of plat to re- plat. **The subtitle has been changed to "Replat"**
5. Boundary surveyor re-wrote legal description but did not reference Model Land Company Plat Book 3, Page 63 as shown on Boundary Survey. Show references to Model Land Company on plat. The legal description now references the Model Land Company. **The legal description matches the boundary survey's legal description and references the "Model land Company".**
6. Update plat caption to be so complete that from it, without reference to the plat the starting point of the boundary can be determined. Clarify location of Plat further than 1/4 section. **The description on the plat matches that of the boundary survey.**
7. The Plat name is incorrect in the Dedication. **Plat revised from "Ft. Pierce" to "OkeeJen".**
8. Update Surveyor's Note #4 to match statement found in 177.091(27). **Original notes 3 and 4 on the plat were combined and the rest renumbered.**
9. Plat does not show sectional breakdown referenced in legal description or monuments, section corner, quarter section corner used with bearings and distances. **This breakdown**



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- should not be required as the subject property is bounded by rights-of-way on the north and west sides of the property and platted on the east and south sides.**
10. Location map street names too small. **The street names have been enlarged for legibility.**
 11. Show bearings on Okeechobee Road baseline. **The plat and boundary survey show bearings FDOT bearing and a calculated bearing.**
 12. Point of commencement leader is not pointing to a platted corner. Show all calls between point of commencement and point of beginning on plat including referenced FDOT parcel 112.1 and other book and pages conveying right-of-way. Need to show how to establish point of commencement with previous right of way lines and parcel 112.1. **This has been detailed on Sheet 2 of 3 under Detail A of the plat.**
 13. Center line of South Jenkins Road and West line of plat are parallel. Indicate where right-of-way width varies in relation to plat. **The boundary line is showing that South Jenkins Road is 83.5 feet wide, right-of-way and parallel with the property for the length adjacent to the property.**
 14. It is not clear which easements are existing and which are created as part of this plat. Include recording information for all existing easements. Add additional dimensions for easements in relation to parcel lines. CAE appears to be a type of easement that is not referenced in legend or dedication. **Sheet 3 of 3 was added to specify the easement geometry with bearings and distances and to clarify whether they were proposed or existing.**
 15. Identify contiguous properties by subdivision, title, map book and page or if un-platted so state. Update Avalon Crossing future use tract 1 and 2, land has been re-platted. Add recording information for Cherimoy Street. Correct spelling of this street as we believe it is "Cherimoya" Street. **The adjacent subdivision is identified by Plat Book/Page and the street name has been revised to read "Cherimoya" Street.**
 16. Utility easements must be referenced for cable television use 177.091(28). **Under the Dedications section on sheet 1 of 3, Note 2 has been revised to add in cable television also.**
 17. Add North arrow to Location Map on page 1. **A north arrow has been added.**
 18. Update legend to include "UE" and "CAE". **The legend has been updated to add "UE".**



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August 7, 2023
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“CAE” has been removed from the plat and now is referred to as an “Existing Reciprocal Easement”.

19. Remove page 3 from plat as it is unnecessary. **The original sheet 3 was removed and now is replaced with an “Easement Detail” sheet.**
20. Add "SOUTH" to Jenkins Road name on Page 2 of plat. **“SOUTH” has been added to the front of the Jenkins Road name.**
21. Schedule PRM inspection directly with Northstar Geomatics, Inc. Please provide 5 business days in advance with at least 3 different times available to meet at project site. **The inspection took place in the field on Friday, July 14, 2023. Northstar notified us by email there were no comments/concerns.**
22. A written response to each item above is required prior to next review. **Written responses are included here in this letter.**

Should you have any questions regarding the above subject, please feel free to contact our office at any time.

Sincerely,

Aaron Stanton, P.E.
Project Manager

AS/jeh

ENCLOSURES:

- Draft of Final Plat
- Boundary Survey, signed and sealed
- Engineers’ opinion of Probable Cost for Plat Bond
- Recorded Declaration of Covenants