FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, August 13, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

   a. Approval of the minutes of the July 09, 2024 FPRA Regular Meeting.

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

6. **COMMENTS FROM THE PUBLIC**
   Any person who wishes to comment on any subject on this agenda may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chairperson, as this section of the Agenda is limited to fifteen minutes. The FPRA Board will not be able to take any official actions under Comments from the Public. Speakers will address the Chairperson, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

7. **CONSENT AGENDA**

   a. Approval of the Grant Agreement for Commercial Facade improvement for 207 Orange Avenue - Jetset Events LLC in an amount not to exceed $25,000.00.

b. Approval of Interlocal Agreement Between Fort Pierce Redevelopment Agency and St. Lucie County to Facilitate Inlet and Waterway Projects Within the FPRA

c. Approval of a PAD Mural Program Artist Service Agreement with Jason Tetlak for the mural at 717 Orange Avenue in the amount of $8,000.

d. Approval of a PAD Mural Program Property Owner Agreement with Steve Tarr, 717 Orange Avenue.

e. Approval of Subordination and Standstill Agreement Oaks at Moore's Creek

8. **NEW BUSINESS**

a. Freebee Update

b. Discussion and direction regarding the Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

9. **STAFF COMMENTS**

a. FPRA Programs & Activities Summary

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

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

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

FPRA Regular Meeting - 5:05 p.m. **4. a.**

Meeting Date: August 13, 2024

Re: Approval of the Minutes from the July 09, 2024 FPRA Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the July 09, 2024 FPRA Regular Meeting.

Attachments

2024.07.09 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 4:30 P.M. ON TUESDAY, JULY 09, 2024.

1. CALL TO ORDER

Chairwoman Linda Hudson called the July 09, 2024, FRPA Meeting to order at 5:05 pm.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Chairperson Linda Hudson; Commissioner Arnold Gaines; Commissioner Michael Broderick; Commissioner Jeremiah Johnson; Commissioner Curtis Johnson, Jr.

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Sara Hedges

4. APPROVAL OF MINUTES

a. Approval of Minutes from the June 11, 2024 FPRA Regular Meeting

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the June 11, 2024 Regular Meeting.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the agenda as set.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

6. COMMENTS FROM THE PUBLIC

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

No comments.

7. CONSENT AGENDA

a. Approval Executing a PAD Mural Program Artist Service Agreement with Ivan Garcia for the mural at 117 N. 5th Street in the amount of $20,000

b. Approval Executing a PAD Mural Program Property Owner Agreement with James Goertler, 117 N. 5th Street

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the Consent Agenda.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

8. NEW BUSINESS

a. Resolution FPRA 24-03 appointing members to the CRA Advisory Board.

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

FPRA RESOLUTION NO. 24-03
A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA; CERTIFYING THE APPOINTMENT OF MEMBERS TO THE COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox distributed the ballots for voting.

Commissioner Broderick - Becht and Thompson

Commissioner Curtis Johnson - Thompson and Becht

Commissioner Gaines - Becht and Ingram

Chairwoman Hudson - Becht and Thompson

Commissioner Jeremiah Johnson - Becht and Thompson

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to appoint Edward Becht and reappoint Phil Thompson to the CRA Advisory Board.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

b. Review and Accept FY 2025 FPRA Project Based Budget

Shyanne Harnage, Economic Development Manager, presented the FPRA project based and operating budget for FY 2025.

Commissioner Gaines commented on Lincoln Park Regional Park and the benefits of the project.

Commissioner Broderick inquired on the City owned property.

Mr. Mimms clarified the City owned and County owned property and commented on the need to maintain the pool and possible expansion.

Chairwomen Hudson commented on adding Home of the Highwaymen to the sign for the Lincoln Park project.

Commissioner Jeremiah Johnson commented on the storm water area in the Lincoln Park project and shared an experience on pocket parks in his travels.

Commissioner Broderick commented on the original process for Depot Drive.

Mayor Hudson commented on the County providing cameras for Lincoln Park.

Mr. Mimms commented that he had heard that as well, but had yet to be provided with information on that.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to accept the FY 2025 FPRA Project Based Budget.

AYE: Chairperson Linda Hudson, Commissioner Arnold Gaines, Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Commissioner Curtis Johnson, Jr.

Passed

c. Review and Accept FY 2025 FPRA Operating Budget

Johnna Morris, Finance Director, commented that the Board can not adopt or accept it because this is based on the millage rate.

Mr. Mimms commented on the assets and financing with the proposed projects and that there may be some debt associated with it.

Commissioner Curtis Johnson commented on the need to bring the community along with the progress of the projects and cleanliness of the City.

John Andrews, City Engineer provided an update on the new street sweeper.

Commissioner Jeremiah Johnson inquired on a name the street sweeper campaign.

Ms. Harnage commented on the proposed projects.

9. STAFF COMMENTS

a. FPRA Programs & Activities Summary

City Manager Nick Mimms highlighted that June was the highest riding month for Freebee to date.

City Clerk Linda Cox - No comments.

City Attorney Sara Hedges - No comments.

10. BOARD COMMENTS

Commissioner Jeremiah Johnson commented on the western peninsula and other opportunities for the CRA and FPUA.

11. ADJOURNMENT

Chairwomen Hudson adjourned the meeting at 6:04 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting - 5:05 p.m. **7. a.**

Meeting Date: August 13, 2024

Re: Approval of the Grant Agreement for Commercial Facade Improvement for 207 Orange Ave

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of the Grant Agreement for Commercial Facade improvement for 207 Orange Avenue - Jetset Events LLC in an amount not to exceed $25,000.00.

SUMMARY:

As part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, established the Commercial Façade Grant Program. The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations.
The applicant, Jetset Events, LLC is seeking funding to substantially improve the facade by installing new windows on the front facade, replacing the front doors with ADA complaint entrances, outdoor window boxes, exterior flooring for the entrance, security cameras, and upper window hurricane shutters.
Their total investment for the eligible facade improvements is over $72,000.

Staff evaluated the proposal and brought it to the CRA Advisory Committee for their review and recommendation to award.

Staff is seeking approval of the Grant Agreement for Commercial Facade improvement for 207 Orange Avenue.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by FPRA Board.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Account: 104-9400-554-4020
Amount: 25,000
OTHER INFORMATION:

The FPRA Board approved funding for the Commercial Facade grant program for FY 2024 in July 2023.

Attachments

RLS Memo 207 Orange Ave
207 Orange Ave Agreement
207 Orange Ave - Application

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	MIRIAM GARCIA, REDEVELOPMENT SPECIALIST
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY SH
RE:	REVIEW COMMERCIAL FAÇADE IMPROVEMENT GRANT AGREEMENT FOR 207 ORANGE AVENUE - JETSET EVENTS, LLC
CAO RLS FILE:	24-285
DATE:	JULY 19, 2024

This Request for Legal Services (RLS) seeks review of a draft Commercial Façade Improvement Grant Agreement between the FPRA and the owner of 207 Orange Avenue (Jetset Events, LLC).

I revised the Grant Agreement and one Exhibit, and have the following comments:

1. I realize the Recipient did not provide a concise statement of what it would do with the funds, but the project description inserted in the Agreement refers to "hurricane shutters" which are not mentioned in the Recipient's application. Please review the project description carefully and make sure it aligns with the approved Project.

2. **Please update your template**. I made both stylistic and substantive changes which can be reviewed in the Redline version that has been uploaded.

With these changes, and your confirmation of the project description, the Agreement is approved as to form and correctness. For your convenience, I uploaded a "changes accepted" version in Word.

Please note that there are two Attachments to this Agreement which must be attached at the time of execution.

/ahd

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____ 2024, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and JETSET EVENTS, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

WHEREAS, as part of its mission to alleviate slum and blight and, in order to encourage redevelopment of the FPRA district by enhancing its visual aesthetics, the FPRA, a Dependent Special District of the City of Fort Pierce, Florida, established the Commercial Façade Grant Program; and

WHEREAS, the Commercial Façade Grant Program currently offers financial assistance to commercial property and business owners looking to improve the façades of commercial buildings within the FPRA community redevelopment area; and

WHEREAS, Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for the facade renovation located at 207 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-507-0002-000-5) (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the Property by installing new windows on front façade, replacing the front doors with ADA compliant entrances, outdoor window boxes, exterior flooring for entry, security cameras, and upper window hurricane shutters; and

WHEREAS, the Property is located within the FPRA district boundaries and the renovation of the Property coincides with the FPRA plan; and

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $25,000 to Recipient for the façade renovation of the Property; and

WHEREAS, the Recipient desires to participate in the Commercial Façade Grant Program pursuant to the terms and provisions of this Agreement; and

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 207 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

NOW, THEREFORE, the Parties do herby agree to the following:

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Recipient shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Project Development Plan, which is attached hereto as Appendix A, and (ii) complying with the Recipient's completed Commercial Façade Grant Application package that was reviewed by City staff and approved by the FPRA Board, which is set forth in Appendix B ("Application").

3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.

4. **Project Deadlines/Term.** The Recipient must receive the building permits within six months of the Effective Date and shall complete the Project within twelve months after the issuance of the building permits. This eighteen-month period shall be considered the Agreement Term (the "Term"). The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadlines. During this period the Recipient shall provide evidence of building permit approval to the FPRA within six months of the Effective Date. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.

5. **Extension.** The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement. Any authorization to extend the Project Deadlines shall be in writing and approved by the FPRA Board.

6. **Compliance with Laws.** The Recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records.

7. **Publicity.** Publications, press releases, media productions, etc., produced by the Recipient regarding the project shall include the following statement: *Sponsored in part by the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program* from the Effective Date to six months after the date the project is completed.

8. **Progress Reports.** Upon request by the FPRA, Recipient agrees to submit written progress/status reports, including, but not limited to such reports which provide a list of activities and expenditures for the project.

9. **Records, Reports and Inspection.**

   A. The Recipient shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

   B. The Recipient shall, at any reasonable time requested by the FPRA and as often as the FPRA may deem necessary, make available to the FPRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the FPRA or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

C. The FPRA shall have the right, at any reasonable time during the Term, to inspect the Project site and to determine that the Property use is consistent with the uses described in the Project Development Plan, in accordance with this Agreement.

10. **Default and Termination.**

A. The FPRA may terminate this Agreement in the event of failure by the Recipient to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the FPRA to the Recipient in accordance with Paragraph 13 of this Agreement.

B. The FPRA's liability and obligations to the Recipient or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.

C. If this Agreement is terminated by the FPRA, the FPRA shall have no obligation to pay any of the Grant funds to the Recipient.

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims’), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or

B. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or

C. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Recipient pursuant to this Agreement or otherwise obtained by the Recipient and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers’

compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

13. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the notice recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the notice recipient at the address provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the notice recipient at the address provided below.

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Jetset Events, LLC 207 Orange Avenue Suite K Fort Pierce, FL 34950

14. **Assignment.** The Recipient shall not assign this Agreement without the prior written consent of the FPRA. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee. The Recipient shall notify the FPRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said real property.

15. **Change of Use.** For five years from the date of Project completion, the Recipient shall maintain the Property in the use for which it was awarded funding through the Commercial Façade Grant Program. Failure to do so may result in the Recipient repaying the grant award to the FPRA, unless the requirement to repay the grant award is waived by the FPRA Board, at its sole discretion, upon written request made to the FPRA by the Recipient. If the Recipient intends to change the use of the Property, it shall notify the FPRA of its intent prior to applying for building permits.

16. **Due Authority.** Each party to this Agreement represents and warrants to the other party that: (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

17. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

18. **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary contained in this Agreement, persons, or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

19. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

20. **Waiver.** No provision of this Agreement will be deemed waived by the FPRA unless expressly waived in writing by the FPRA. No waiver shall be implied by delay or any other act or omission of the FPRA. No waiver by the FPRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the FPRA's consent respecting any action by the Recipient shall not constitute waiver of the requirement for obtaining the FPRA's consent respecting any subsequent actions.

21. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

22. **FPRA Consent and Action.** For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the FPRA means the approval of the FPRA Board or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required by the City Charter or applicable Laws.

23. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

24. **Governing Law and Venue.** This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives, as of the date first above written.

OWNER/RECIPIENT WITNESSES:

Sign: kris einstein
Print: Kris Einstein
Date: 08/07/2024

Sign: Chris Gardner
Print: Chris Gardner
Date: 08/07/2024

OWNER/RECIPIENT:

JETSET EVENTS, LLC by

Sign: kris einstein
Print: Kris Einstein
Title: Owner/President
Date: 08/07/2024

CITY WITNESSES:

Sign: _____
Print: _____
Date: _____

Sign: _____
Print: _____
Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Print: Linda Hudson
As its: Chair
Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

207 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Jetset Events, LLC, for the renovation of property located at 207 Orange Avenue. This grant will provide funds to assist the Recipient improve the property by installing new windows on front façade, replacing the front doors with ADA compliant entrances, outdoor window boxes, exterior flooring for entry, security cameras, and upper window hurricane shutters.

The Recipient will provide to the FPRA a Final Report documenting all construction costs incurred in association with the improvement included in the Application (Appendix "B") prior to receiving reimbursement payment(s). Recipient must include:

A. Completed W-9, as required by law, for the Recipient of the grant funds.
B. Copies of all required closed permits.
C. Copies of all invoices
D. Proof of payment (Cancelled checks or bank statements)
E. Photographs of the work undertaken
F. Releases of liens (if applicable)
G. Occupancy certificates (if applicable)

Maximum FPRA Grant Award : Fifty percent (50%) of eligible costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by February 13, 2026.

These reports/request can be sent electronic or by postal mail:
Fort Pierce Redevelopment Agency
100 N US Hwy 1
Fort Pierce, FL 34950
fpra@cityoffortpierce.com

APPENDIX “B”

APPLICATION PACKET

207 ORANGE AVENUE FORT PIERCE, FL 34950


Current Photo
207
209
BEAUTY BA
BRODERICK

Print

2024 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #22568

Date Submitted: 7/2/2024

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

To review full grant program overview, visit: Commercial Facade Cover Page (cityoffortpierce.com)

Property Details:

Parcel ID Number:*

2410-507-0002-000-5

If you do not have your parcel ID, visit https://www.paslc.org/property-search/ to obtain.

Grant Property Address:*

207 Orange Avenue

Property Owner's Name:*

Jetet Events LLC

Building's New Use(s) (if applicable):

Building's Existing Use(s):*

Mixed Use

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Kris Einstein

Applicant Title (Business Owner, Property Owner, Business Partner, etc):*

Owner

Email Address:*

kris@entertainair.com

Phone Number: *

3863029510

Business Information:

Legal Business Name:

Jetset Events, LLC

Business Type (Restaurant, Retail, Office, etc):

Owns the Mixed Use building which is applying for this grant

Employer Identification Number / Tax ID:

81-4638668

Number of Years in Business:

8

Number of Years at Current Address:

8

If not currently open for business at this location, when do you expect to open?

Project Details:

Grant amount requested?

$25,000

Note: This grant offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

What is the total project investment?

$56,540

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12 months, hopefully a lot sooner, but depends upon approval from Historical Board, weather and shipping of supplies

The project must be started within six (6) months from the date of the FPRA Board approval and completed within 12 months of the building permit issuance. Failure to do so, without an approved deviation by the FPRA, will result in termination of the grant.

General Description of Proposed Improvements:*

- [ ] Awnings/Canopies
- [x] Signs
- [x] Walls
- [x] Fencing
- [x] Landscaping/Irrigation
- [ ] Mural/Art Installation
- [x] Exterior Painting
- [x] Building Facade
- [x] Windows/Doors
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio deck
- [ ] Roofing
- [x] Security cameras/system
- [ ] Other (explain in narrative below)

Narrative describing the project, improvements to be made, and why this funding is necessary:*

See Attached

Narrative detailing approach to fully fund this project. Note: This is a dollar-for-dollar matching grant.*

Personally funded

Design & Creativity

Our Building was used in the picture on the cover of the Grant's Overview paperwork, so that says something. :) On serious note - we have done a lot of research on our building (back to the days before it housed Western Union & Montgomery Wards Sales Order Office) & are keeping it as original as possible while bringing the front entrances up to ADA compliance & current building codes. We also are using design elements found on other buildings to keep it cohesive with neighboring downtown buildings. Some improvements, like properly draining the courtyard & bigger/more gutters, will help prevent/fix flooding during heavy rains (we are downhill of other properties). Repairing the fence wall, replacing the fence & repairing gate, along with new landscaping in the courtyard will not only be more attractive (vs blight), but then our tenants & their clients can enjoy it more so. Plus it will be safer ie help keep the homeless (& others) from coming in to sleep there at night. By doing the repairs and improvements, the building will become more energy efficient since the front is the plate glass & the windows & doors are from 30+ years ago, providing no insulation and are not safe, nor up to code. All of the projects will help with the longevity of the building - our building is in relatively great shape because of the care we put into it & properly maintain it. We are constantly updating it and only use quality materials. These projects will help with the building's overall longevity.

Provide a narrative of how your project will accomplish the following:

- Innovative and visually appealing facade design
- Compatibility with neighborhood's architectural style
- Sustainability and longevity of proposed improvements

Community Impact/Public Benefit

Lower Level Commercial spaces' entrances will be ADA complaint. Courtyard will not be blighted/eye sore. Tenants will have more space to "entertain" their clients. Not a lot of salons in downtown, if any, (our current clients) have outdoor spaces they can use for clients. The building will look "fresh" while maintaining it's historic character, only adding beauty to the downtown.

Narrative describing how the funded project will generate meaningful positive impacts for the community and the general public.

Narrative describing how this project will address the priorities of the FPRA as outlined in the Redevelopment Plan. This narrative shall identify community benefits resulting from the project.*

1) Our building is shown on page 37-39 of the FPRA's Redevelopment Plan.
2) Historic Preservation (pg 90) - our building is on the local historic registry & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come, plus, with it having ADA compliant entrances, more people will be able to enjoy the building & more potential clients for our current & future tenants.
From Questions on pg 103:
#9's answer - 5. Improve community aesthetics (e.g. landscaping, façade, architecture, etc.)
Below are excerpts from the FPRA Plan that our project incorporates/addresses.
GOAL The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.
GOAL The Fort Pierce Redevelopment Agency shall support the City's efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.
GOAL The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.
Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities.

To view the FPRA Plan, visit: https://cityoffortpierce.com/DocumentCenter/View/9381/2020-Updated-FPRA-Plan

Required Documentation:

Color photograph of the existing condition of the FRONT of building (1 of 2):*

Current Photos - front and side.pdf

Color photograph of the existing condition of the FRONT of building (2 of 2):*

Current Photo - Back and Roof.pdf

Project plans and renderings and any other relevant materials that convey the physical improvements proposed to be made:*

Conceptual Pics.pdf

Design and construction plans for the proposed improvements.*

Timeline and projects.pdf

Provide examples of project colors, design, materials and specifications.*

Examples of materials1.pdf

Proof of ability to fully fund the project.*

Funding.pdf

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Letter.pdf

Cost Estimates*

Estimates.pdf

A minimum of one (1) cost estimate from a licensed contractor issued within the previous 90 days of this application submission. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.

Signature

Electronic Signature*

K einstein

Certification Statements for Commercial Facade Application Submission

1. I certify that the information provided in this application is true and accurate to the best of my knowledge, and no false or misleading statements have been made to secure approval of this application.

2. I certify that I have reviewed the Commercial Facade Program Overview.

3. By typing my name in the box above, I am signing this document electronically. I agree that my electronic signature has the same validity and legal effect as my handwritten signature.

Project #2

Conceptual Option #1
(Preferred option)



1 "Big" window per storefront
w/ Transoms above windows (+ Doors)

Project #2

Conceptual Option #2



Taller + thinner windows / No Transoms above windows

Conceptual w/ option #1 for windows on lower storefronts.



Conceptual w/ option #2 for storefront windows



Conceptual Rear

Project 3+4

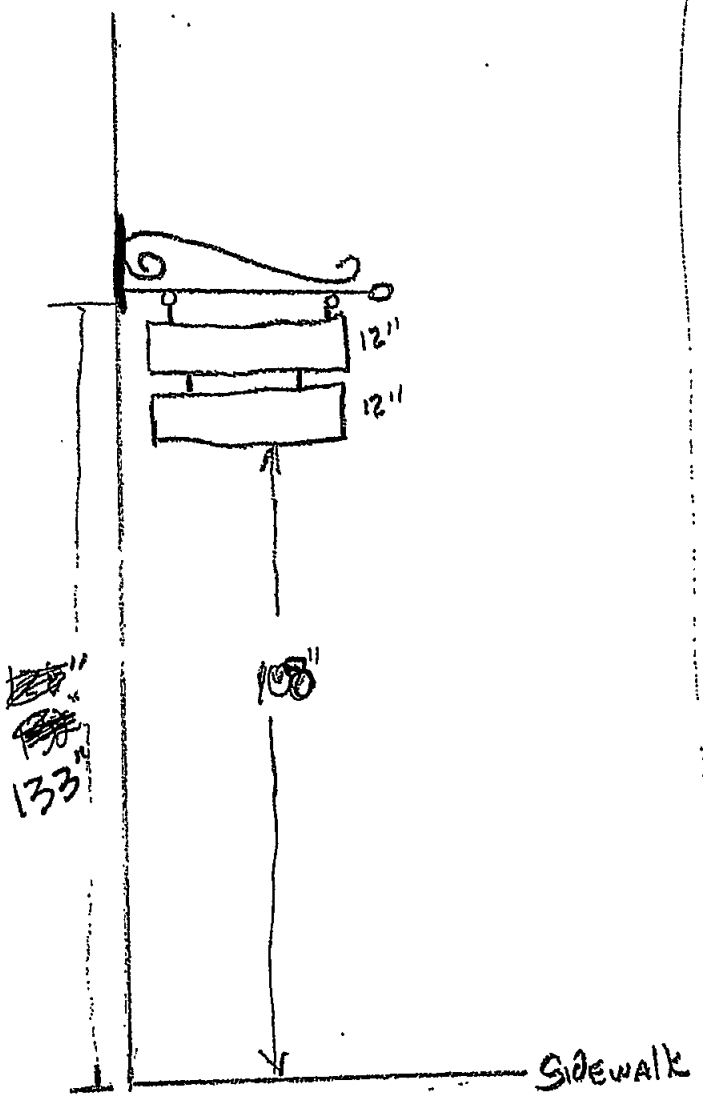



Option 2
Barbeck

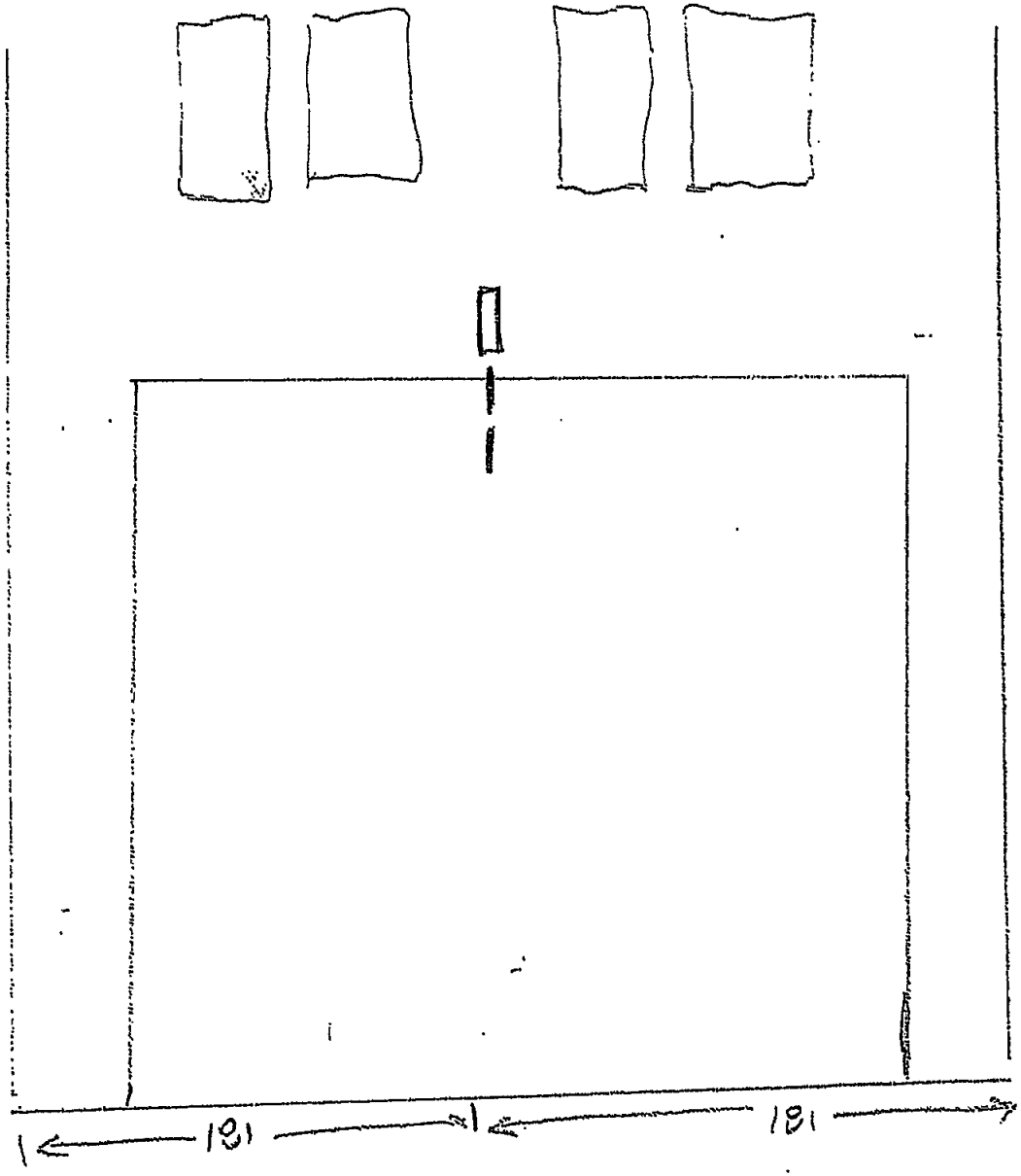
Conceptual Rear Facade project 4, 5 And Alt 7



SIDE VIEW



FRONT VIEW



Mounted at building centerline 120" to base with 2 12" sign below bottom height 103"


Current Photo
old telephone cables
Replace
Replace

Current

Current



Remove OBsolete tel lines + REORG Xfinity Lines

Upper ones are FPLA + lower ones are Cable + the Obsolete BellSouth tel Lines

Current



Current



* Repaint Gate + Replace Frame


Current
Replace Frame
Stay
Piers to Stay & Be Repainted


current
Replace Fence

Current

Current



Fix wall


Current
Fix wall + paint

Current



Re-
Paint
pole
up to
height
of
fence


"New Addition" is Where Building "Drops" Down


Photo taken
from Rear of Building
Front
< orange Ave >
Back of Bldg


Current Photo
Door #1 - 36" WIDE
#2 - 34" WIDE
#3 - 33 3/4 WIDE
Plate Glass
#A - 70" WIDE
B - 81" WIDE
C - 52 1/2" WIDE
D - 25" WIDE
90" high
1
A
2
B
3
C
D
90"
70"
81"
25"
52 1/2"
0"
9"
3.5"
13 1/2"
4"
5 1/2"
Space Between Windows/Doors

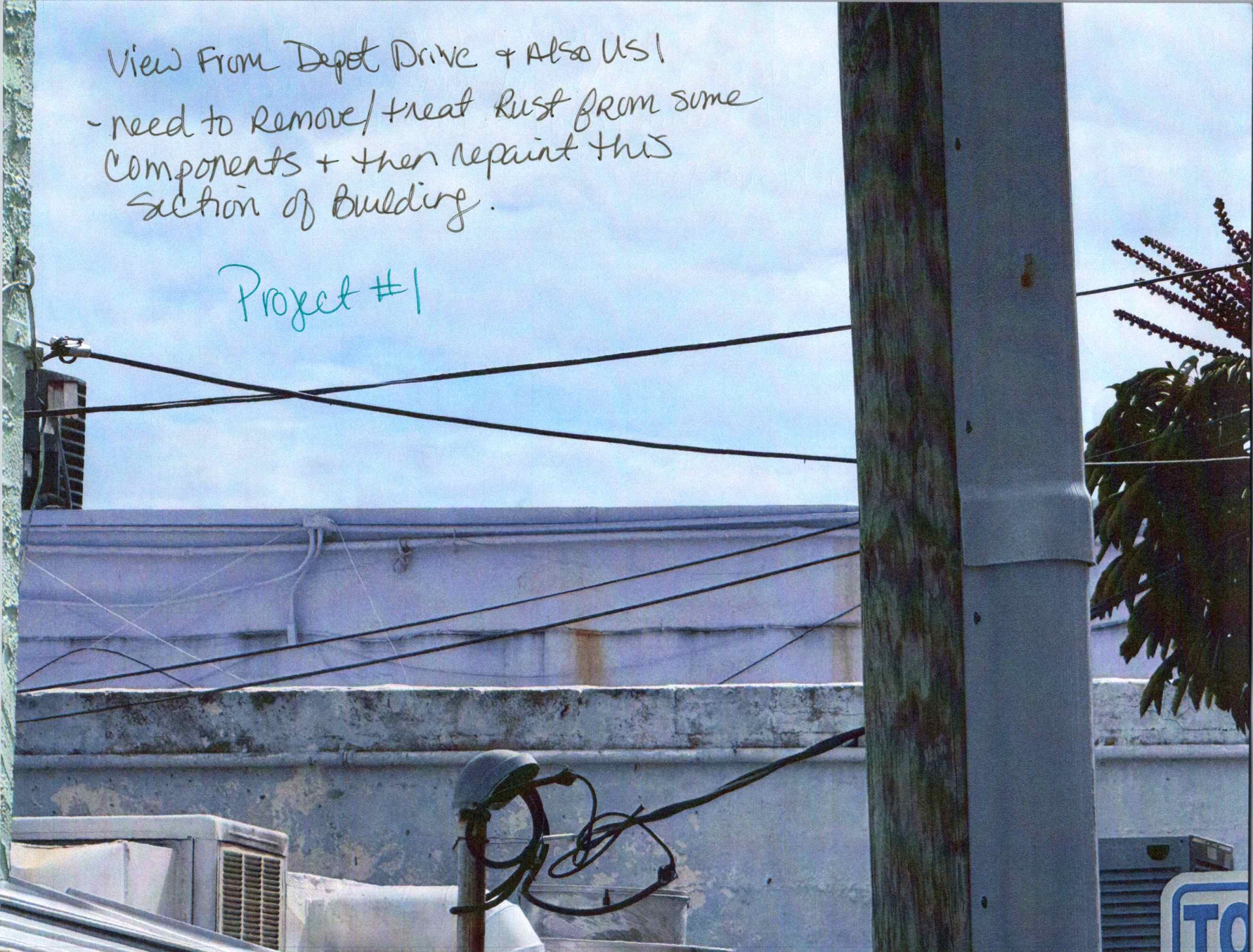

* Have to Reduce Window sizes to allow enough Room for wider Doors + line up properly with Interior space.
Door #1 ~36" wide
Door #2 (middle) ~34" wide
Door #3 33 3/4" wide
Building had transoms from @ least 1980
207
209
3.5" wide
Sunrise Beauty Bar
SUNRISE CITY
BEAUTY BAR
EST 2017
(772) 708-6563
9"
13 1/2"
4" Between window + Door
70"
81"
36"
34"
33 3/4"
Door #1 Does not "fully" open Due to hinge, so not true 36"
Current Photo


current photo
* Remove All Facade Tile around Doors + below Windows
Door #2 (Middle)
Remove tile expose orig Transom
81"
207
52½"
25"
BEAUTY BAR
(772) 708-6563
Sunrise Beauty Bar
SUNRISE CITY
BEAUTY BAR
90"
16"
13½"
16"
4" between window + 3rd door
16"
34"
3.5" Between Window + Door
Replace All Ground tiles

Current Photo

Current photo




View From Depot Drive + Also US1
- need to Remove/treat Rust from some Components + then repaint this section of Building.
Project #1

ESTIMATE

DATE
June 27, 2024

ESTIMATE NO
24-8071

Campbell Construction
2200 Campbell Cove Trail
DeLeon Springs, FL 32130
386-527-9727
mbc.construction@gmail.com
License Number: CBC1252939

ESTIMATE TO:
Jetset Events
207 Orange Ave, Suite A
Fort Pierce, FL 34950
386-302-9510
trips@entertainair.com

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
MC	Krissy E	Payment Schedule to be given once Projects and Schedule are Identified with 25% due at time of signing contract.	Net 15 Upon Acceptance

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Project - Front Facade (Lower Level)			
1	3 Exterior Doors, 3 Locks, Windows, Transoms, Replace Tile on Ground (in alcove), Stucco Repair, Paint, Sign Bracket & Installation (does not include Tenants' signs) - includes removal of old doors, tiles, windows, fixtures; prep work required for new products to be installed & installation of new products.	36,140	$36,140.00
Project - Front Facade (Upper Level)			
4	Window Boxes (including installation)	500	$2,000.00
Project - Fence			
1	Fixing of the ground wall, new fencing and framing for the gate. Includes removal of current fencing, installation of new fencing; painting of concrete and gate	9,600	$9,600.00

PG1

Quantity	Description	Unit Price	Line Total
Project - Back Facade			
1	Lower Level: 1 Exterior Door, 1 Window & 1 Window Box; Upper Level: 1 Exterior Door, 1 Window, New Light Fixtures, Decking, Railing & Gutters. Upper & Lower: 2 Locks, Concrete & Stucco Repair, Paint. Includes removal of old products (including old cables), prep work required for new products to be installed & installation of new products.	28,135	$28,135.00
Project - Courtyard			
1	Landscaping - New Pavers, artificial grass, shrubbery/plants/flowers (including Italian Cypress to match), drainage	4,000	$4,000.00
Project - Painting Small Section of Side Facade			
1	Touch up paint on the upper side of the building (facing west). Includes fixing issue that is causing rust to drip down the side of building.	1,300	$1,300.00
Misc Fees			
1	Architect Fees	4,600	$4,600.00

This estimate is valid for 15 days.

Per Client's request, permit fees are not included.

Subtotal	$85,775.00
Total	$85,775.00

pg 2

ESTIMATE

Native Roofing Solutions LLC
P.O Box 1513,
CCC1334800
Fort Pierce , FL 34954
(772) 801-5492
License Number: CCC1334800
www.NativeRoofingSolutions.com

Sales Representative
Stacy Moran
(772) 971-8255
stacy@nativeroofingsolutions.com

Native Roofing Solutions LLC
"We'll Keep You Dry"
772-801-5492
Licensed & Insured

Chris Gardner
Job #1144 - Gardner- Orange Ave
207 Orange Ave
Fort Pierce, FL 34950

Estimate #	7211
Date	7/1/2024

Item	Description	Price
Modified Flat Roof	-Tear off a single layer of existing flat roof system down to the plywood/decking. -Remove and replace up to 5 sheets of plywood if needed. -Note: All additional plywood if needed will be billed out at $105.00 per sheet installed. -Re-nail the entire plywood roof deck to meet the code using 8D ringshank nails. -Install Polyglass self-adhered base sheet to code. -Install 26 Ga. eave drip to code using 1-1/4" ringshank nails. -Install polyglass "White" granulated Modified bitumen torch applied to code. -A 3 yr workmanship warranty will be forwarded upon receipt of final payment.	$18,000.00
Modified 1.4" Pitched Roof	-Tear off a single layer of existing flat roof system down to the decking. -Remove and replace up to 5 sheets of plywood if needed. -Note: All additional plywood if needed will be billed out at $105.00 per sheet installed. -Re-nail the entire plywood roof deck to meet the code using 8D ringshank nails. -Install Polyglass self-adhered base sheet to code. -Install ISO board as needed to create a pitch towards all sides of roof system to eliminate water ponding. -Install self adhered base sheet using screws and plates to mechanically attatched to base sheet to ISO board. -Install white torch applied modified bitumen roof system for water tightness of flat deck to code. -A 3 yr workmanship warranty will be forwarded upon receipt of final payment.	$12,000.00

Item	Description	Price
Job Notes	Doors/Windows will be covered with Plywood at location of dump trailer or dumpster for protection. Patio areas as well as shrubs and plants will be protected as best possible. This Estimate does not include the following: -Electric disconnects on any roof top appliances. - Painting - Gutter Re- use - Gutter Replacement This Estimate includes: -Any caps for parapet walls -New vents and lead stacks -Eliminating pipes on roof top that are not in use. - All Necessary permitting - Clean up and dispossal of all job related debris - Manufacturer and workmanship warranties This Quote is valid for 5 days from estimate date.	$0.00
Donation		$0.00

Sub Total	$30,000.00
Total	$30,000.00

Signature: _____

SPECIAL INSTRUCTIONS

Terms Shall be as stated:
1. 35% Due Upon Signing of Contract
2. 40% Due Upon Dry In
3. 25% Due Upon Completion

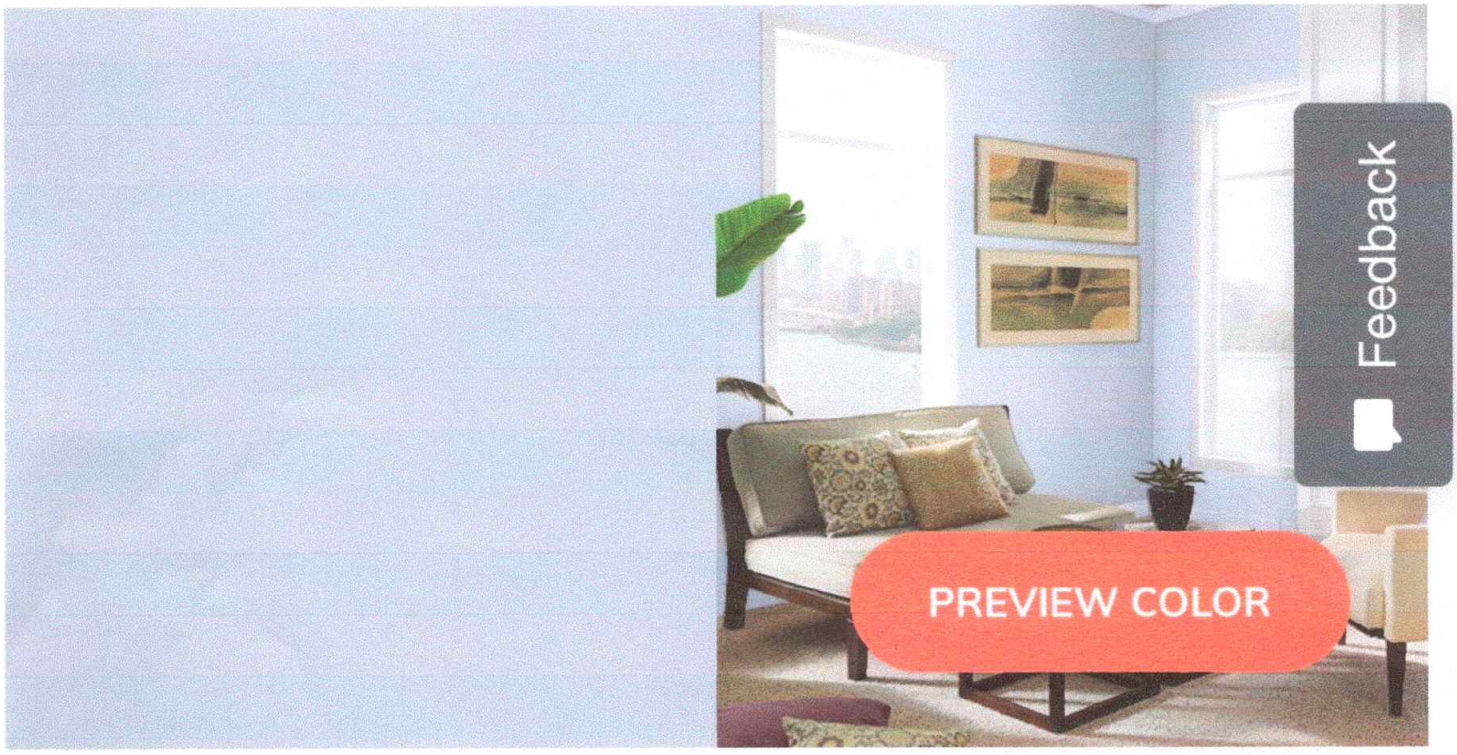
We accept the following payment methods:
- Cash
- Check
- ACH
- 3rd party financing
- Credit cards (an additional fee of 4%)
- Venmo, Zelle, Apple Pay

Main Paint color of Building

Violet Vision

S540-2

See all Purple Paint Colors >



LRV: 51 R: 183 G: 189 B: 209

Main Paint Color for Bldg

Internet # 205264276 Model # 705005 Store SKU # 926797

Live Chat Feedback

BEHR PREMIUM PLUS

5 gal. #S540-2 Violet Vision Satin Enamel Low Odor Interior Paint & Primer

★★★★½ (11123) Questions & Answers (435)

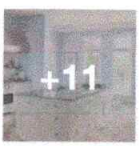














Share Print

See This in My Room

Dimensions

Paint Main colors

Container Size	5 Gallon

Details

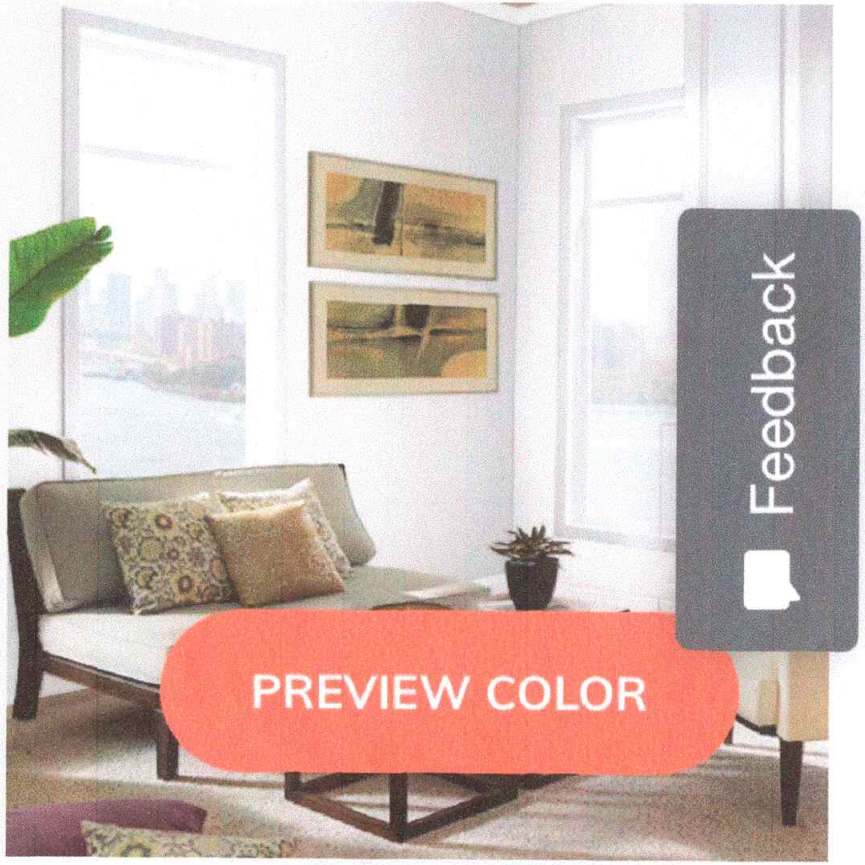
Approximate Coverage (sq. ft.)	2000	**Base Material**	Acrylic
Color Family	Purple / Lavender	**Color/Finish**	Violet Vision
Dry to Touch (min.)	60	**Hexadecimal Value**	B7BDD2
HSL Value	226.7:23.1:77.1	**Minimum Temperature for Use (F)**	35
Number of coats recommended	2	**Paint & Primer in One**	Yes
Paint Key Features	Low Temperature, Paint & Primer in One	**Paint Type**	Exterior Paint
Paint/Stain Clean Up	Soap & Water	**Protection Type**	Mildew Resistant
Returnable	Non-Returnable	**RGB Value**	183:189:210
Sheen	Satin	**Surface Material Use**	Brick, Drywall, Masonry, Plaster, Stucco, Vinyl, Wood
Time before recoating (hours)	2	**Tint Base**	Base 1
Transparency	Solid		

Cameo White

MQ3-32

Trim color paint + front facade Alcove

See all White Paint Colors >



LRV: 81 R: 235 G: 232 B: 226

Trim color + Front Facade Alcove

Internet # 329086212 Model # 815005 Store SKU # 1011127493

New

BEHR PREMIUM PLUS

5 gal. #MQ3-32 Cameo White Hi-Gloss Enamel Interior/Exterior Paint & Primer

★★★★½ (73) Questions & Answers (9)



Live Chat
Feedback

Share Print

$179.00

Pay **$154.00** after **$25 OFF** your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Durable finish, resists dirt & grime
- Hi-Gloss sheen best for kitchens, bathrooms, cabinets & trim

Dimensions

Container Size	5 Gallon

Cameo White Trim & Alcove paint

Details

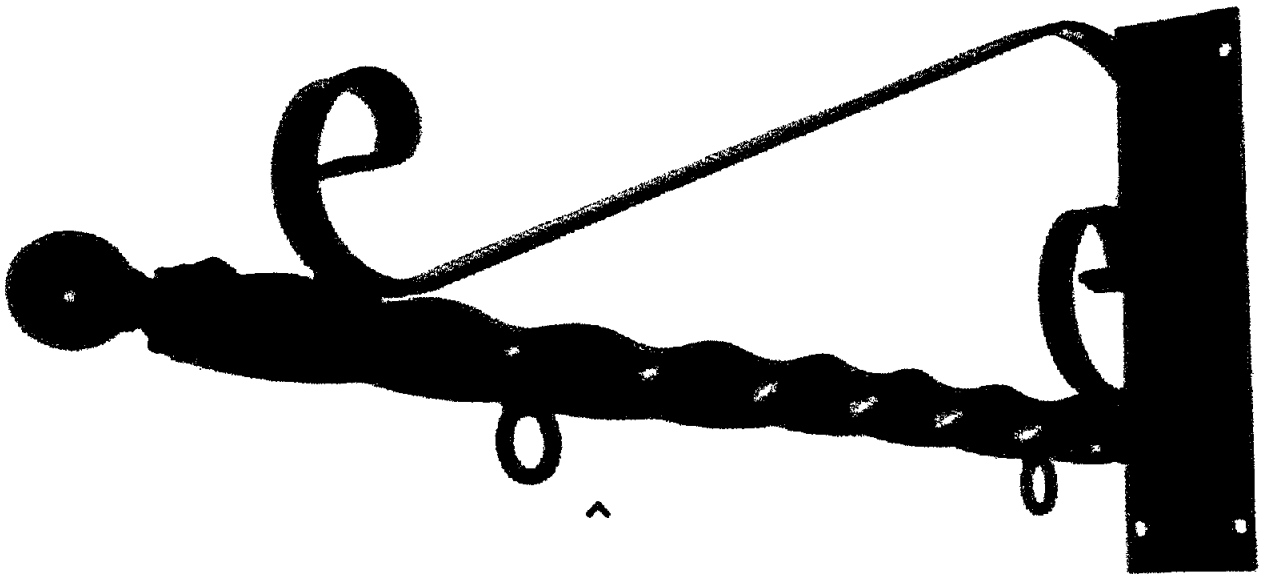
Approximate Coverage (sq. ft.)	2000	**Base Material**	Acrylic
Color Family	White	**Color/Finish**	Cameo White
Dry to Touch (min.)	60	**Hexadecimal Value**	EBE8E2
HSL Value	40.0:18.4:90.4	**Minimum Temperature for Use (F)**	35
Number of coats recommended	2	**Paint & Primer in One**	Yes
Paint Key Features	Low Temperature, Paint & Primer in One	**Paint Type**	Exterior Paint
Paint/Stain Clean Up	Soap & Water	**Protection Type**	Mildew Resistant
Returnable	Non-Returnable	**RGB Value**	235:232:226
Sheen	Satin	**Surface Material Use**	Brick, Drywall, Masonry, Plaster, Stucco, Vinyl, Wood
Time before recoating (hours)	2	**Tint Base**	Base 1
Transparency	Solid		

Sold by **streetsignusa** (http://myworld.ebay.com/streetsignusa) (3517

(http://feedback.ebay.com/ws/eBayISAPI.dll?ViewFeedback&userid=streetsignusa))

+ Show additional actions

Delivered



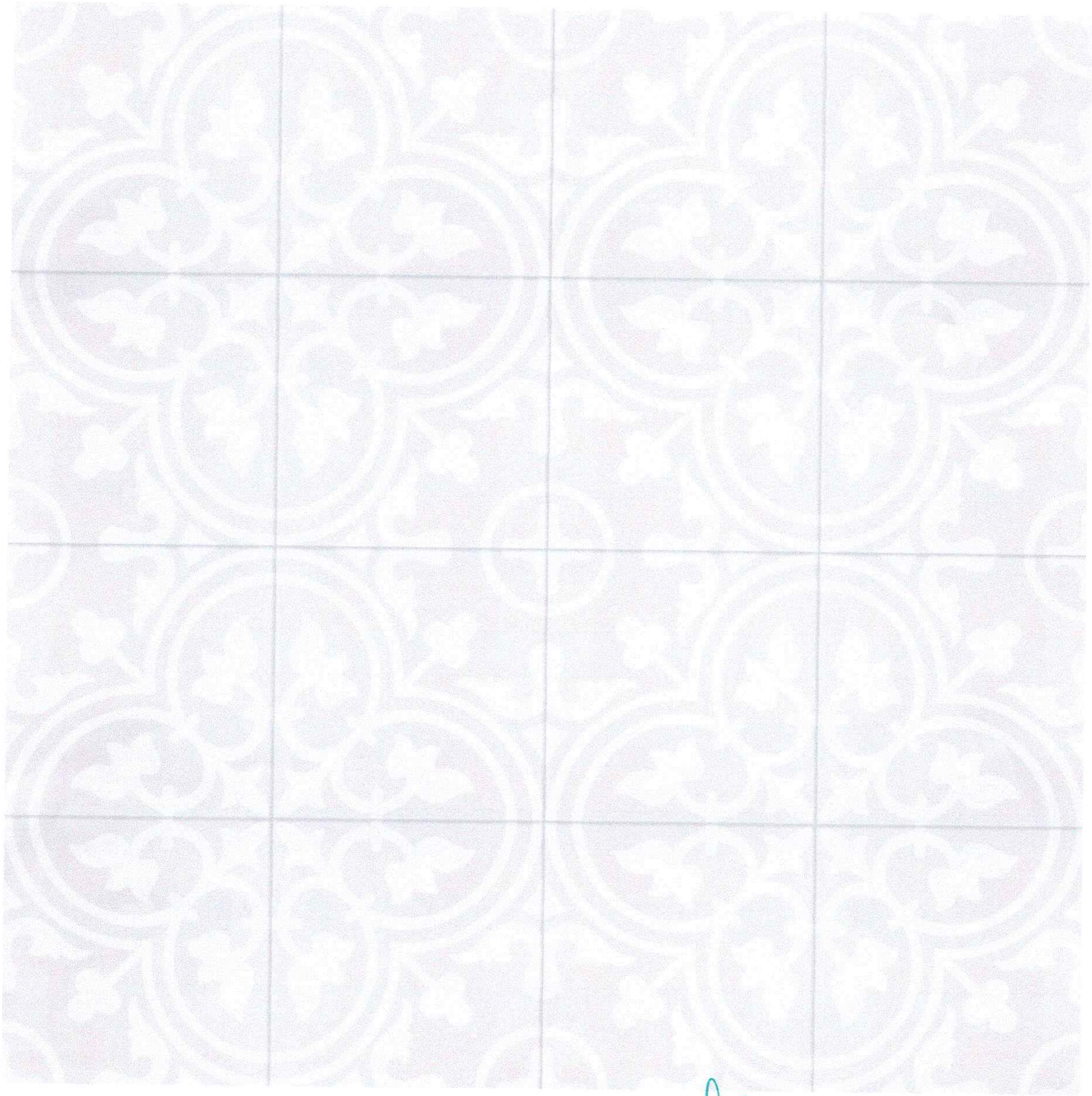
36" DELUXE HEAVY DUTY SCROLL SIGN BRACKET Antique Vintage Style Home Or Business (http://www.ebay.com/itm/162279315774)

Item price	USD 109.99
Quantity	1
Item number	162279315774
Shipping service	Standard Shipping

Contact seller (http://contact.ebay.com/ws/eBayISAPI.dll?FindAnswers&frm=3998&lid=162279315774&redirect=0&requested=streetsignusa)

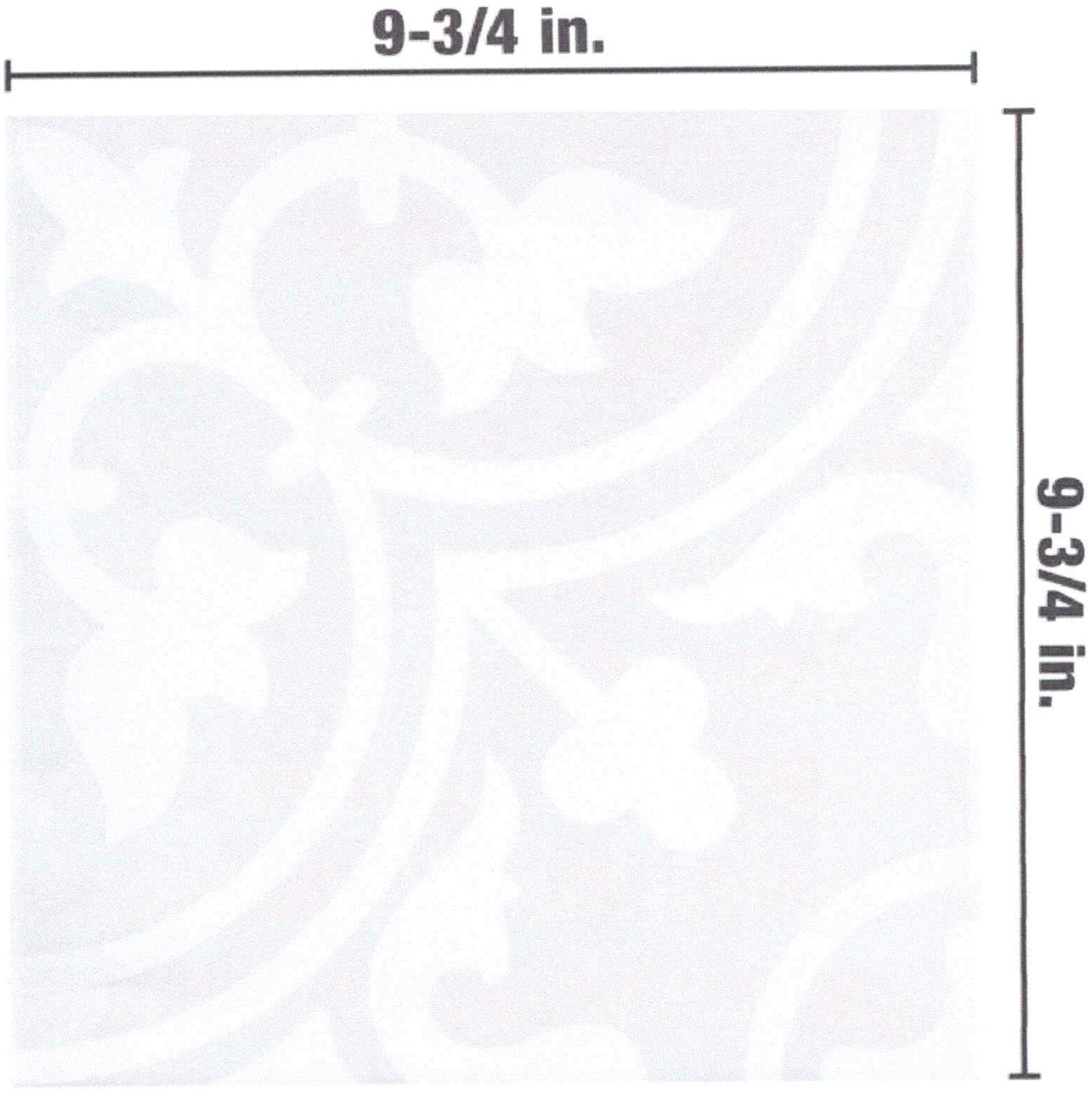
Sign Bracket to install on front of Building, it will hold 2 signs that are ~ 12" each. See next page for approximate placement.

tile for ground/floor of Alcove entry in front



Front facade tile

Weights & Dimensions



Front Facade

LD

Other Dimensions

Individual Tile	9.75" W X 9.75" L
Overall Product Weight	43.68 lb.

Additional Documents
Owner Manual (pdf)
Specifications (pdf)
Warranty Information (pdf)
Installation & Assembly (pdf)

Features

Tile Type	Singular Tile
Material	Porcelain
Floor Use	Yes
Square Feet Included	Yes
Sold In Carton	Yes
Water Absorption Rating	Impervious: absorbs 0.05% or less
Water Performance Level	Waterproof
Submersible	No
Outdoor Installation	Withstands Sun & Rain
Shade Variation	V1 Uniform Appearance
Tile Design	Patterned
Overall Shape	Square
Pattern Repeat Frequency	1
Glazed	Yes
Gloss Level	Matte
Textured	No
Edge Type	Pressed
Edge Style	Straight Edge
Product Care	Tile specific cleaner
MOHS - Surface Hardness	6
Imported	Yes
DCOF Rating	Above 0.42 (Slip Resistant)
Durability	Freeze Resistant
Pieces per Carton	16
Color	Gray
Recommended Grout Joint Size	1/8 inches

Specifications

PEI Rating	4 - Heavy traffic

Assembly

Mounting / Installation Location	Backsplash; Bathroom; Shower; Kitchen; Fireplace Surround; Countertop; Outdoor; Patio
Can Be Dry Cut	No

Warranty

Commercial Warranty	No
Product Warranty	Yes
Warranty Length	30 Days
Warranty Details	Manufacturing defects only - No claims will be accepted for tile already installed

Front facade

Internet # 206450101 Model # Z00078

MI Door

500

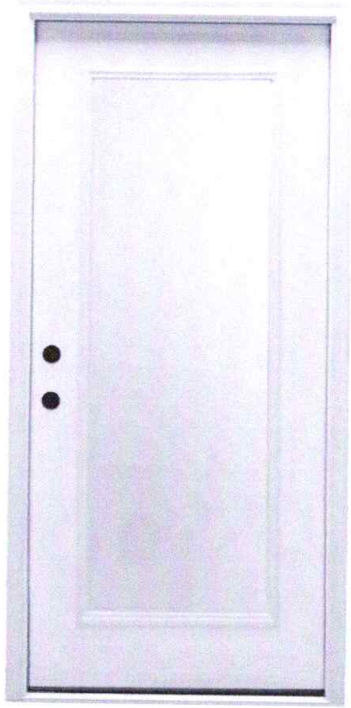
6 in. x 80 in. Right-Hand Inswing Full Lite Clear Classic Primed Steel Prehung Front Door

(94) Questions & Answers (71)







Share Print

Front facade
Door option
Full glass

Door Height (in.)	81.75 in	**Door Thickness (in.)**	1.75 in
Door Width (in.)	37.438 in	**Jamb Size (in.)**	4-9/16"
Nominal Door Height (in.)	80 in	**Nominal Door Thickness (in.)**	2 in
Nominal Door Width (in.)	36 in	**Rough Opening Height (in.)**	81.625 in
Rough Opening Width (in.)	39.9375 in		

front facade door option

06 Sat Jun 22

hoto

Doors will be "Similar" to Sunrise City Cafe.
(But Single Door on one Building)



Mayne Rectangle 36-in W x 10.8-in H White Resin Traditional Outdoor Window Box

Item #139611 | Model #5822-W

Shop Mayne ★ 14 ♡





+3



Front facade
& Back facade

Color/Finish Family	White	Series Name
Manufacturer Color/Finish	White	Type

Container Size	Large (25-65 quarts)	Potting Capacity (Cu.
Depth (Inches)	11	Weight (lbs.)
Diameter (Inches)	7.4	Width (Inches)
Height (Inches)	10.8	

Attached Saucer	No	Planter Volume (Quart
BPA-Free	Yes	Safer for Vegetables
Commercial/Residential	Residential	Self Watering
Drainage Holes	Yes	Shape
Hanging	No	Stand Included
Hardware Included	Yes	Style
Lowe's Exclusive	No	Team Name
Material	Resin	Team/League
Number of Tiers	0	Use Location
Package Quantity	1	

Warranty

Warranty	15-year limited

Front facade & Back "








Mayne Rectangle 36-in W x 10.8-in H Brown Resin...

14

Mayne Rectangle 60-in W x 10.8-in H White Resin...

10

Mayne Rectangle 72-in W x 10.2-in H White PVC Vinyl...

4

Mayne Rectangle 36-in W x 10.8-in H Gray Resin...

14

Mayne Rectangle 60-in W x 10.8-in H Black Resin...

10

allen + roth Rectangle 8.5 in W x 8.62-in H Blue Resi

26

Overview

With its inset panels and classic design, the Fairfield collection is a timeless choice that will never go out of style. We use 100% high-grade polyethylene resin in the m these Fairfield window boxes sturdy, and provides the roots and potting mix with adequate insulation from surrounding weather conditions. These polyethylene window

- Durable window boxes: we use 100% high-grade polyethylene resin in the manufacturing process - making our products durable, lightweight and highly shock resistant
- Four season use: these 3ft window boxes are resistant to high impact, chemicals and extreme weather conditions - this product stands true to its four-season use tag with very little winter preparation
- Long lasting quality: the resin used to create our products contains built-in UV inhibitors that reduce the damaging effects of the sun - this ensures that your product doesn't fade, preserves its color and increases its overall lifespan
- Innovative design: double-wall design makes these Fairfield window boxes sturdy, and provides the roots and potting mix with adequate insulation from surrounding weather conditions
- Self-watering factor: In a self-watering window box, the planting container sits directly inside the water reservoir - the water is then pulled into the potting mix through capillary action, keeping your plants watered and happy
- The Mayne advantage: Mayne offers a 15-year residential warranty or a 5-year commercial warranty on this window box - our products are proudly designed in Canada and are made in the USA
- Weight: 13.5lbs; outside dimensions: 36in L x 11in W x 10.8in H; inside dimensions: 32.4in L x 7.4in W x 8in D; capacity: approximately 3 gallons (11.35 liters) water reservoir capacity and 6.5 gallons (24.6 liters) soil capacity

Front facade
& Back "

Specifications

Gallery



Front facade
& Back"

Specifications

Color/Finish Family	White	Series Name
Manufacturer Color/Finish	White	Type

Container Size	Medium (8-25 quarts)	Height (Inches)
Depth (Inches)	8	Potting Capacity (Cu.
Diameter of Base (Inches)	0	Weight (lbs.)
Diameter of Top (Inches)	0	Width (Inches)

Attached Saucer	No	Number of Tiers
BPA-Free	Yes	Package Quantity
Commercial/Residential	Commercial/Residential	Planter Volume (Quart
Drainage Holes	Yes	Self Watering
Hanging	No	Shape
Hardware Included	Yes	Stand Included
Lowe's Exclusive	No	Style
Material	Resin	Use Location

Certifications

CA Residents: Prop 65 Warning(s)	No

Front facade + Back 11

Internet # 204317424 Model # THDJW184500144

11

JELD-WEN (Brand Rating: 3.8/5)

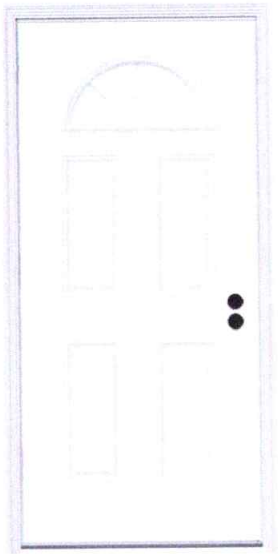
36 in. x 80 in. Fan Lite White Painted Steel Prehung Right-Hand Outswing Front Door w/Brickmould

(3) Questions & Answers (9)







Feedback

Rear Facade Door (Lower)

Share Print

$1158.00

$65.00 /mo** suggested payments with 18 months** financing Apply Now

Buy One, Get One $50 Off

Main Item + $50 Off

Shop This Offer

- Made of durable rust-resistant galvanized steel
- Prehung steel door includes frame for easier installation
- Actual unit size is 37-7/16 in. x 80-7/8 in.
- View More Details

Color/Finish: **Brilliant White**

Common Door Size (WxH) in.: **36 x 80**

Product Information

Internet # 206450101
Model # Z000783R

Additional Resources

Shop All MMI Door

From the Manufacturer

- Energy Guide
- Specification
- Instructions / Assembly
- Warranty
- Installation Guide
- Use and Care Manual
- Measurement Guide
- Return Policy

Specifications

Dimensions

Door Height (in.)	81.75 in	**Door Thickness (in.)**	1.75 in
Door Width (in.)	37.5 in	**Jamb Size (in.)**	4-9/16"
Nominal Door Height (in.)	80 in	**Nominal Door Thickness (in.)**	2 in
Nominal Door Width (in.)	36 in	**Rough Opening Height (in.)**	82.25 in

Rear facade
DOOR
(Lower)

Internet # 203008804 Model # 128004

Veranda

Glendale 4 ft. H x 8 ft. W White Vinyl Spaced Picket Fence Panel with Pointed Pickets

(166) Questions & Answers (159)

658

Live Chat

Feedback

Fence Courtyard



Share Print

$104.35 /box

Pay **$79.35** after **$25 OFF** your total qualifying purchase upon opening a new card.
Apply for a Home Depot Consumer Card

- Spaced picket panel made of durable, low-maintenance vinyl
- Kit includes everything needed to assemble one panel section
- White spaced picket design adds traditional charm to your home
- View More Details

Nominal panel height (ft.): **4 ft**

3 ft | **4 ft**

Pickup at Ft Pierce Delivering to 34947

Ship to Store
Jul 8 - Jul 9
142 available
FREE

Delivery
Tuesday, Jul 9
142 available
FREE

Get Expert Fence Installation

A local pro will take care of the job for you

☐ Request a free consultation

ⓘ What to Expect

- 1 + Add to Cart

PayPal

Pay in 4 interest-free payments of $26.09 with PayPal. Learn more

Free & Easy Returns In Store or Online

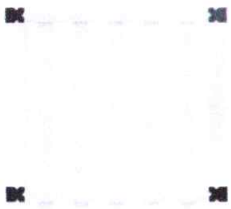
Return this item within **90 days** of purchase. Read Return Policy

Fence Courtyard

Live Chat

Feedback









Shop the Veranda Glendale 4 ft. H x 8 ft. H Pointed Picket Fence Bundle

Total Price for 5 items

$295.49

View Bundle

Product Details

Specifications

Dimensions

Actual panel height (in.)	44 in
Actual panel thickness (in.)	1.5 in
Actual panel width (in.)	91.875 in
Nominal panel height (ft.)	4 ft
Nominal panel width (ft.)	8 ft

Details

Color Family	White
Color/Finish	White
Contact Type Allowed	Above Ground
Features	UV Protected
Fencing Installation Type	No Dig
Fencing Product Type	Vinyl Fence Panels

Includes	Rails
Material	Vinyl
Nominal panel thickness (in.)	1.5 in
Number of pickets for panels	13
Number of rails for panels	2
Panel Assembly	Unassembled Panel
Panel Design	Spaced Picket
Panel Top Shape	Flat
Picket Top Style	Pointed
Product Weight (lb.)	20 lb
Returnable	90-Day

Warranty / Certifications

Manufacturer Warranty	Limited Lifetime

How can we improve our product information? Provide feedback.

Fence Courtyard

Feedback | Live Chat

Questions & Answers

159 Questions

Customer Reviews

4.3 out of 5 ★★★★½ (166)

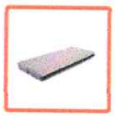
... / Lumber & Composites / Decking / Deck Boards / Composite D Internet # 310569119 Model # RH010616E2G01
Store SKU # 1004642367

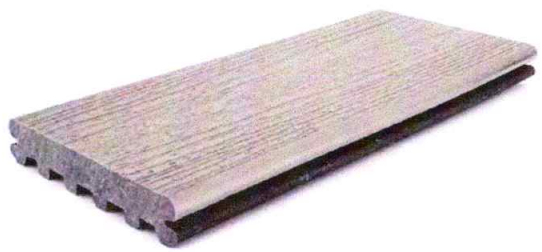
$41 57

Product Details Specifications Questions & Answers Customer Reviews

Rocky Harbor Grooved Edge Grey Composite Deck Board

★ (341) Questions & Answers (591)





Balcony Decking
Deer
Facade

Share Print

new card.
Apply for a Home Depot Consumer Card

- Rocky Harbor adds sandy undertones to rustic slate grey
- Simple installation; no specialty tools necessary
- High-performance shell is fade, stain, scratch and mold resistant
- View More Details

Color/Finish: Rocky Harbor- Grooved

Nominal Product Length (ft.): 16 ft

12 ft | 16 ft | 20 ft

Need a closer look?

Order Sample for $6.99

Order Sample

Unavailable at Ft Pierce Delivering to 34947

Pickup Nearby	Delivery
Tomorrow	Tomorrow
In stock 37.2 mi away	136 available
FREE	

Delivery Details

Get it as soon as tomorrow. Schedule your delivery in checkout.

- 1 + Add to Cart

Frequently Bought Together

CURRENT ITEM

Select Best Seller ♡ | Select ♡ | Select ♡ | Select ♡ | Select ♡ | Select ♡

Dimensions

Actual Product Length (ft.)	16 ft	**Actual Product Thickness (in.)**	0.94 in
Actual Product Width (in.)	5.5 in	**Approximate Weight (lb)**	31
Nominal Product Length (ft.)	16 ft	**Nominal Product Thickness (in.)**	1
Nominal Product Width (in.)	5.5 in		

Details

Color Family	Gray	**Color/Finish**	Rocky Harbor- Groo\
Edge Type	Grooved	**Fastener recommendation**	Trex Hideaway Hidde Fasteners
Features	Hidden Fasteners Compatibility, UV Protected	**Material**	Composite
Total Linear Feet Covered	16		

Decking Balcony Rear Facade

https://www.homedepot.com/p/Trex-Enhance-Naturals-1-in-x-6-in-x-16-ft-Rocky-Harbor-Grooved-Edge-Grey-Composite-Deck-Board-RH010616E2G0...

 Internet # 202084783 Model # 73003989 Store SKU # 725

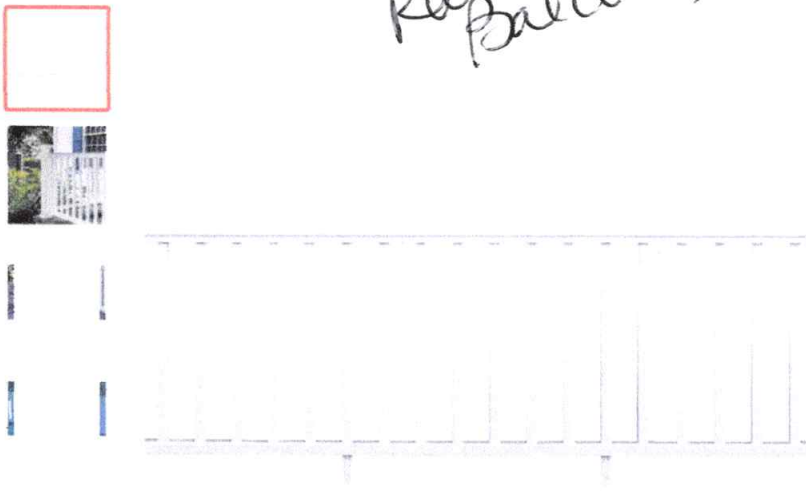
$106.00

Product Details | Specifications | Questions & Answers | Customer Reviews

Traditional 8 ft. x 36 in. (Actual Size: 92 x 33 1/4" in.) White PolyComposite Vinyl Rail Kit without Brackets

★ (868) Questions & Answers (643)

Railing Balcony



Rear Facade

Pay $81.00 after $25 OFF your total qualifying purchase upon opening new card.
Apply for a Home Depot Consumer Card

- Railing actual size: 92 in. L x 33-1/4 in. H
- Outdoor railing resists warping and mold unlike other composites
- Railing kit requires assembly
- View More Details

Product Height x Width (in.): 33 in x 92 in

33 in x 92 in | 36 in x 72 in

Pickup at Ft Pierce | Delivering to 34947

Ship to Store	Delivery
Jul 8 - Jul 11	Jul 5 - Jul 8
17,210 available	17,210 available
FREE	

- 1 +

Free & Easy Returns In Store or Online

Return this item within 90 days of purchase. Read Return Policy

Share Print

$106^{00}

Add 0 items to Cart

Product Details

Specifications

Dimensions: H 33.25 in, W 92 in, D 4.063 in

Dimensions

Picket Spacing (in.)	1.375	**Product Depth (in.)**	4.063 in
Product Height (in.)	33.25 in	**Product Width (in.)**	92 in

Details

Baluster Rails per Panel	18	**Color Family**	White
Features	No Additional Features	**Includes**	No Additional Items Included
Interior/Exterior	Exterior	**Material**	Vinyl
Post Rails per Panel	2	**Product Weight (lb.)**	26.56 lb
Railing Type	Railing Kit	**Returnable**	90-Day
Stair Part Type	Preassembled Railing	**Structural/ornamental**	Structural

Railing Balcony Rear facade

360 Checking

Available balance

$172,477.78

Account Info

Current balance
$172,477.78

Account number
[redacted]

Routing number
[redacted]

Primary account holder
Kris A Einstein

Primary debit card number
N/A

Secondary account holder
Christopher D Gardner

Secondary debit card number

Ownership type
Joint

Account type
360 Checking

Interest

Current APY ⓘ
0.10%

View Current Terms & Conditions

Attach a letter describing why this property should be selected to receive a grant. Please include how this project meets the goals and objectives of the FPRA Plan.*

Why we should be selected:

Our Building was used in the picture on the cover of the Grant's Overview paperwork, so that says something. :) On serious note - we have done a lot of research on our building (back to the days before it housed Western Union & Montgomery Ward's Sales Order Office) & are keeping it as original as possible while bringing the front entrances up to ADA compliance & current building codes. We also are using design elements found on other buildings to keep it cohesive with neighboring downtown buildings. Some improvements, like properly draining the courtyard & bigger/more gutters, will help prevent/fix flooding during heavy rains (we are downhill of other properties). Repairing the fence wall, replacing the fence & repairing gate, along with new landscaping in the courtyard will not only be more attractive (vs blight), but then our tenants &/or their clients can enjoy it more so. Plus, it will be safer ie help keep the homeless (& others) from coming in to sleep there at night. By doing the repairs and improvements, the building will become more energy efficient since the front is the plate glass & the windows & doors are from 30+ years ago, providing no insulation and are not safe, nor up to code. All of the projects will help with the longevity of the building - our building is in relatively great shape because of the care we put into it & properly maintain it. We are constantly updating it and only use quality materials. These projects will help with the building's overall longevity.

Lower Level Commercial spaces' entrances will be ADA complaint. Courtyard will not be blighted/eye sore. Tenants will have more space to "entertain" their clients. Not a lot of downtown salons (our current clients), if any, have outdoor spaces they can use for clients. The building will look "fresh" while maintaining its historic character, only adding beauty to the downtown.

How this project meets the goals & Objectives of the FPRA Plan

1) Our building is shown on page 37-39 of the FPRA's Redevelopment Plan.

2) Historic Preservation (pg 90) - our building is on the local historic registry & is one of the "structures that exemplify Fort Pierce's historical significance." This grant will allow us to continue to preserve the building so it will be around for many, many more years to come, plus, with it having ADA compliant entrances, more people will be able to enjoy the building & more potential clients for our current & future tenants.

From Questions on pg 103:

#9's answer - 5. Improve community aesthetics (e.g. landscaping, façade, architecture, etc.)

Below are excerpts from the FPRA Plan that our project incorporates/addresses.

GOAL The Fort Pierce Redevelopment Agency shall celebrate and support historic preservation and cultural heritage activities within the Redevelopment Area.

GOAL The Fort Pierce Redevelopment Agency shall support the City's efforts to address stormwater issues and localized flooding within the Community Redevelopment Area.

GOAL The Fort Pierce Redevelopment Agency shall Improve public safety and perception of safety within the Redevelopment Area.

Although often overlooked in redevelopment discussions, signage continues to play an important role within our communities.

FPRA Regular Meeting - 5:05 p.m. **7. b.**

Meeting Date: August 13, 2024

Re: Interlocal Agreement with SLC for FPRA Projects

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

SUBJECT:

Approval of Interlocal Agreement Between Fort Pierce Redevelopment Agency and St. Lucie County to Facilitate Inlet and Waterway Projects Within the FPRA

SUMMARY:

The Fort Pierce Redevelopment Agency and St. Lucie County will realize mutual advantage and substantial economic benefit from the development of projects within the FPRA which will support and attract tourism, promote recreational and commercial fishing opportunities, enhance ecosystems, and protect and secure critical shorelines for our residents and visitors. Projects may include: beach and dune restoration, development of Harbour Pointe Regional Boat Ramp, and regional stormwater projects and improvements. The parties will enter into separate specific project agreements for each project under this Interlocal Agreement. Each specific project agreement shall include, but is not limited to, identification of the specific project description, funding, and responsibilities of the parties

RECOMMENDATION:

Approve Interlocal Agreement

ALTERNATIVES:

Amend or deny Interlocal Agreement

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Sara Hedges, City Attorney
Joshua Revord, St. Lucie County Port Director
Rubi Dial, Assistant County Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: FY 2025 - 2028

Amount: $2,000,000

OTHER INFORMATION:

The FPRA will allocate and distribute to the County up to $2,000,000 over four years based on specific project agreements under this ILA.

Attachments

RLS Memo
ILA Agreement

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: SHYANNE HARNAGE, CRA ADMINISTRATOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: 1ST FOLLOW-UP: INTERLOCAL AGREEMENT BETWEEN FORT PIERCE REDEVELOPMENT AGENCY AND ST. LUCIE COUNTY TO FACILITATE INLET AND WATERWAY PROJECTS TO SUPPORT AND ATTRACT TOURISM WITHIN THE FPRA

CAO RLS FILE: RLS 24-266

DATE: JULY 29, 2024

St. Lucie County reviewed the changes made under the previous review of this Interlocal Agreement. They accepted the changes we made and made a slight change to the first paragraph. The changes made by St. Lucie County are acceptable. The Interlocal Agreement is approved as to form and correctness. A copy of the finalized document has been uploaded to Agenda Quick for your utilization.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH/mm

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____day of _____2024, by and between the **FORT PIERCE REDEVELOPMENT AGENCY,** a dependent special district of the City of Fort Pierce, a municipal agency of the State of Florida ("FPRA"), and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida ("County").

WITNESSETH

WHEREAS, the parties will potentially realize mutual advantage and substantial economic benefit from the development of projects within the FPRA area which will support and attract tourism, promote recreational and commercial fishing opportunities, enhance ecosystems, and protect and secure critical shorelines for our residents and visitors; which may include, but is not limited to, beach and dune restoration, development of Harbour Pointe Regional Boat Ramp, and regional stormwater projects and improvements; and

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers; and

WHEREAS, the FPRA has adopted the 2020 FPRA Community Redevelopment Plan covering property within its jurisdiction; and

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of Projects and allocate responsibilities among themselves and designate one or more parties to the agreement to administer or execute the agreement; and

WHEREAS, the parties have determined that entering into this Interlocal Agreement is in the public interest.

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. AUTHORITY

This Interlocal Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. RECITALS

The recitals set out above are incorporated into this Agreement.

3. COOPERATION – GENERAL

The Parties agree to collaborate in the development of the projects as provided for herein.

4. EFFECTIVE DATE

This Interlocal Agreement shall be effective upon the execution of all Parties.

5. TERM; PROJECT FUNDING; PROJECT

Unless terminated earlier, this Interlocal Agreement shall terminate four years from the Effective Date. The parties may mutually agree to extend the term of the Interlocal Agreement. The FPRA will allocate and distribute to the County up to $2,000,000.00. This funding may be used to construct projects within the FPRA that support and attract tourism, promote recreational/commercial fishing opportunities, enhance ecosystems and protect/secure critical shorelines for our residents and visitors including but not limited to beach and dune restoration, development of the Harbour Pointe Regional Boat Ramp, and regional stormwater projects and improvements. The parties agree to enter into separate specific project agreements for each project under this Interlocal Agreement. Each specific project agreement shall include, but is not limited to, identification of the specific project description, funding, and responsibilities of the parties.

6. TERMINATION

Either party may terminate this Interlocal Agreement without cause by giving thirty (30) days prior written notice to the other party. Termination of this Interlocal Agreement shall not operate to terminate any specific project agreements entered into by the parties prior to termination.

7. WHOLE AGREEMENT

This Interlocal Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Interlocal Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8. AMENDMENTS

The Interlocal Agreement may only be amended by a written document signed by both parties and recorded with the Clerk of Circuit Court of St. Lucie County, Florida.

9. NOTICES

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to FPRA:
Fort Pierce City Manager
100 North U.S. 1
Fort Pierce, FL 34950

With a Copy to:
Fort Pierce City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

As to County:
St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Ft. Pierce, FL 34982

With a Copy to:
St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Ft. Pierce, FL 34982

10. FILING

This Interlocal Agreement and any subsequent amendments hereto shall be recorded with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes. The Effective Date of this Agreement shall be the date the Agreement is recorded.

11. LIABILITY

The parties to this Interlocal Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

12. GOVERNING LAW AND VENUE

This Interlocal Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Interlocal Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

This section intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY

_____
City Clerk

BY: _____
Linda Hudson, Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

BOARD OF COUNTY COMMISSIONERS ST. LUCIE COUNTY

ATTEST:

_____
Deputy Clerk

BY: _____
Chair

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
County Attorney

FPRA Regular Meeting - 5:05 p.m. **7. c.**

Meeting Date: August 13, 2024

Re: Approval Executing a PAD Mural Program Artist Service Agreement with Jason Tetlak for the mural at 717 Orange Avenue in the amount of $8,000

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of a PAD Mural Program Artist Service Agreement with Jason Tetlak for the mural at 717 Orange Avenue in the amount of $8,000.

SUMMARY:

The Peacock Arts District (PAD) Mural Program has achieved significant success since its inception, revitalizing public spaces with vibrant and culturally enriching artworks. Launched with the aim of beautifying and activating the district, the program has not only enhanced the aesthetic appeal but also fostered community engagement and economic growth. Additional funding of $50,000 was approved for Fiscal Year 2024 to further enrich the district's artistic landscape.

A Call for Artists was put out in May 2024 and in June, staff reviewed the submissions and presented the mural designs to the property owner. The artist, Jason Tetlak was selected to create a mural at 717 Orange Avenue.

The new mural titled "PAD Gateway," created by artist Jason Tetlak, is an innovative and unique piece that stands out due to its creative approach to design. Unlike previous murals, Jason has introduced elements and techniques that haven't been seen in the Peacock Art District before.

The mural serves as a gateway to the Peacock Art District (PAD), welcoming visitors or passersby into the district, setting a tone or creating an atmosphere that aligns with the artistic and cultural identity of the PAD.

As a result, the selected artist agrees to enter into an agreement with the FPRA to proceed with the commencement of the mural.

RECOMMENDATION:

Staff recommends approval to execute the Artist Agreement

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

City Attorney

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2024
Amount: 8,000
OTHER INFORMATION:
N/A

Attachments

Presentation
Artist Agreement
City Attorney Memo



PAD Mural Program

FPRA FORT PIERCE REDEVELOPMENT AGENCY

717 Orange Avenue

Current Condition





717 Orange Avenue

Design by Jason Tetlak
Cost: $8,000



East Wall



Middle Wall



West Wall

City of Fort Pierce
PAD Mural Program
Artist Services Agreement

This Agreement is made and entered into this ___ day of_____, 20__, by and between the **Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida** (hereinafter referred to as "City") and Jason Tetlak (hereinafter referred to as "ARTIST").

WHEREAS, the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at 717 Orange Avenue, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the FPRA on the terms and conditions set forth below; and

WHEREAS, the FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is "PAD Gateway". The Location of the Work of Art shall be the East, Middle and West walls at 717 Orange Avenue, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation of shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner

and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.
7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the FPRA and the Property Owner before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the Property Owner to correct any deficiencies before the artwork can begin.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of Eight Thousand Dollars ($8,000), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling Four Thousand Dollars ($4,000) followed by the balance of the fixed fee of Four Thousand Dollars ($4,000) following final inspection verifying completion of Work of Art.

3. The FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. The FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.

4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the FPRA.

6. ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be unique. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the FPRA of the Work of Art for any purpose other than adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed and the Work of Art has been accepted by the FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The FPRA and the City shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the FPRA or the City. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce.

INDEMNIFICATION

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the FPRA and the City and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City as a result of the termination.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Jason Tetlak
Address: 4424 Antisdale Street,
City/State/Zip: Jacksonville, FL 32205

To the FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Sara Hedges, City Attorney
City Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the FPRA or the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. The FPRA and the City are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the FPRA, nor is the ARTIST authorized to use the FPRA or the City's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.

2. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date first written above.

ATTEST:

_____
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

_____
Linda Hudson, Chairperson

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

ARTIST:

By: Jason Tetlak

Print: Jason Tetlak

Title: ARTIST

Today's Date: 08/01/24

Exhibit A







By Artist Jason Tetlak

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SARA DELGADO, REDEVELOPMENT SPECIALIST, CITY MANAGER, FPRA
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW AS TO FORM AND CORRECTNESS PAD MURAL PROGRAMS ARTIST SERVICES AGREEMENT AND PROPERTY OWNER AGREEMENT FOR PROPERTY AT 717 ORANGE AVENUE
CAO RLS FILE:	24-292
DATE:	JULY 31, 2024

I have reviewed the above Request for Legal Services (RLS) related to the Peacock Arts District Mural Program. This RLS seeks approval of two documents:

(1) an Artist Services Agreement between the FPRA and Jason Tetlak for a mural to be installed at 717 Orange Avenue. The Agreement and its Exhibit A were both uploaded to AgendaQuick; and

(2) a Property Owner Agreement between the FPRA and Steve Tarr, owner of the subject property . The Agreement and an its proposed Exhibit A (an unexecuted Limited Release) were both uploaded to AgendaQuick.

The Artist Services Agreement is in the form previously approved by this Office and is approved as to form and correctness.

*Please be advised that Exhibit A must be attached to the Agreement when submitted for signatures.

The Property Owner Agreement and Limited Release are also in the form previously approved by this Office. For this particular property, however, due to the project being applied to walls (instead of a "building"), I have made a few changes to the Property Owner Agreement. A redline version has been uploaded so you can see my changes, and for your convenience, a changes accepted version was uploaded as well. With these changes, the Property Owner Agreement and Limited Release are also approved.

*Please be advised that the Limited Release must be executed by the Artist and attached to the Property Owner Agreement when submitted for signatures.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

FPRA Regular Meeting - 5:05 p.m. **7. d.**

Meeting Date: August 13, 2024

Re: Approval Executing a PAD Mural Program Property Owner Agreement with Steve Tarr, 717 Orange Avenue

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of a PAD Mural Program Property Owner Agreement with Steve Tarr, 717 Orange Avenue.

SUMMARY:

The PAD Mural Program aims to enhance the district by bringing accessible and captivating art to our community. The FPRA is attempting to make the greatest impact in the Peacock Arts District by strategically curating murals within a concentrated zone while spreading beautification efforts throughout the area. By involving a variety of properties on various streets within the target area, we can enhance diversity and create a more dynamic experience for residents and visitors. We believe that placing murals in unique locations can add to the special charm of the district and help achieve a vibrant atmosphere.

After the property owner application cycle in November 2023, the participating property owners were selected. After choosing an artist in July 2024, design modifications between the property owner and the artist were finalized. An agreement has been established between the FPRA and the property owner to assure an understanding of the expectations. Once approved, staff will proceed to work with the property owner for the successful completion of the mural.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement

ALTERNATIVES:

Staff will proceed as directed by the Board

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

City Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Property Owner Agreement
City Attorney Memo

City of Fort Pierce PAD
Mural Program
Property Owner Agreement

This Agreement is made and entered into this_____day of _____, 202___, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and RAST Properties, Inc. (hereinafter referred to as "Property Owner"), owner of property/walls located at 717 Orange Avenue in the City of Fort Pierce, Florida.

WHEREAS, the City, through the FPRA, has developed the Peacock Arts District (PAD) Mural Program, the purpose of which is to promote and commemorate the City's rich cultural heritage, reinforce the growth of arts and culture within the City and increase tourism to the area. The program shall strive for diversity of style, scale, and media represented in a series of murals on property in the City; and

WHEREAS, the Property Owner recognizes that the purpose of the program, which is to enhance the community and encourage tourism and commerce in the City, is mutually beneficial to the City and the Property Owner and therefore desires to have a mural painted on the walls on their property; and

WHEREAS, the nature of the PAD Mural Program is such that it is necessary and desirable to enter into an Agreement expressly setting forth the respective rights, duties, and obligations of the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is mutually agreed between the parties as follows:

1. The Property Owner hereby agrees to allow the FPRA to have a mural mounted or painted on the East, Middle and West walls located at 717 Orange Avenue.

2. The dimensions of the mural will be dependent upon the subject and Program. The mural shall be allowed to remain on the walls for a period of five (5) years. The Property Owner has the right to pay for enhancement, maintenance, or removal of the mural.

3. This Agreement may be extended for successive five (5) year periods upon the execution of a mutually agreed upon written extension agreement between the Property Owner and the FPRA.

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the walls on such property are being demolished or expanded where the mural

is located, or the mural otherwise interferes with the Property Owner's use, occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months' written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The Property Owner has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The Property Owner shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

6. The murals will be applied directly to the wall on a wall surface that is prepared by the Property Owner for the Artist. Preparing the surface shall include but is not limited to pressure washing and priming. It is the responsibility of the Property Owner to properly inspect their wall surface before the mural installation and obtain approval of the wall surface preparation by the FPRA when the Property Owner believes it is ready for the Artist to begin the artwork.

7. The Property Owner agrees to provide the FPRA and Mural Artist with reasonable access to the site for such work so as not to interfere with the Property Owner's business operations. The mural shall at all times be properly maintained in appropriate condition by the Property Owner at its cost and the mural's condition shall not be allowed to deteriorate. The Property Owner has the right to maintain and clean the mural.

8. The Property Owner understands and agrees that the placement of the mural on the site in no way entitles the Property Owner to use, at its discretion, the artwork for advertising/profit-making purposes, or any other publicity, except under conditions in which the artwork has been released by both the FPRA and the Artist.

a. The Property Owner may reproduce the artwork for purposes of publicity, awareness, and promotion of the PAD Mural Program pursuant to and subject to the terms of the Artist's Limited Release attached as Exhibit A and incorporated herein by reference. The artwork may not be used for advertising or profit-making by the Property Owner. Any reproduction of the artwork by the Property Owner must contain a credit to the Artist.

9. The Property Owner agrees to indemnify and hold the FPRA and the City and their commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, and employees harmless from all liabilities, third-party claims, causes of action, judgments, damages, losses and expenses (including reasonable attorney's fees) arising out of any breach of Property Owner's representations and promises and performance of obligations under this Agreement.

10. The City of Fort Pierce's PAD Mural Program Committee will present options to the Property Owner to make the final selection.

11. Any dispute hereunder between the parties shall be resolved by resort to binding mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida.

12. This Agreement shall be subject to and governed by the laws of the State of Florida.

13. Any notices required pursuant to this Agreement shall be served at the following addresses:

CITY OF FORT PIERCE:
City Manager's Office
City of Fort Pierce
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

With copies to:
Sara Hedges
The City Attorney's Office
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

PROPERTY OWNER:
Business Name: RAST Properties, Inc.
Business Address: 111 Orange Avenue,
Fort Pierce, FL 34950

14. This Agreement represents the complete understanding between the parties with respect to the matters set forth herein. No amendment or modification of the Agreement shall be valid unless evidenced in writing and executed by the parties thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the FPRA and the Property Owner have executed this Agreement as of the date first above written.

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

_____

Linda Cox, City Clerk

_____

Linda Hudson, Chairperson

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

PROPERTY OWNER:

By: Steve Tarr (Aug 2, 2024 11:11 EDT) _____

Print: Steve Tarr _____

Title: OWNER

Today's Date: 08/02/24 _____

City of Fort Pierce
PAD Mural Program
Artist's Limited Release

I, Jason Tetlak, as the ARTIST of the Work of Art titled PAD Gateway, hereby consent to and give permission for the Property Owner located at 717 Orange Avenue to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: Jason Tetlak

Print: Jason Tetlak

Today's Date: 08/01/24

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SARA DELGADO, REDEVELOPMENT SPECIALIST, CITY MANAGER, FPRA
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY **AHD**
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW AS TO FORM AND CORRECTNESS PAD MURAL PROGRAMS ARTIST SERVICES AGREEMENT AND PROPERTY OWNER AGREEMENT FOR PROPERTY AT 717 ORANGE AVENUE
CAO RLS FILE:	24-292
DATE:	JULY 31, 2024

I have reviewed the above Request for Legal Services (RLS) related to the Peacock Arts District Mural Program. This RLS seeks approval of two documents:

(1) an Artist Services Agreement between the FPRA and Jason Tetlak for a mural to be installed at 717 Orange Avenue. The Agreement and its Exhibit A were both uploaded to AgendaQuick; and

(2) a Property Owner Agreement between the FPRA and Steve Tarr, owner of the subject property . The Agreement and an its proposed Exhibit A (an unexecuted Limited Release) were both uploaded to AgendaQuick.

The Artist Services Agreement is in the form previously approved by this Office and is approved as to form and correctness.

*Please be advised that Exhibit A must be attached to the Agreement when submitted for signatures.

The Property Owner Agreement and Limited Release are also in the form previously approved by this Office. For this particular property, however, due to the project being applied to walls (instead of a "building"), I have made a few changes to the Property Owner Agreement. A redline version has been uploaded so you can see my changes, and for your convenience, a changes accepted version was uploaded as well. With these changes, the Property Owner Agreement and Limited Release are also approved.

*Please be advised that the Limited Release must be executed by the Artist and attached to the Property Owner Agreement when submitted for signatures.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

FPRA Regular Meeting - 5:05 p.m. **7. e.**

Meeting Date: August 13, 2024

Re: Subordination and Standstill Agreement Oaks at Moore's Creek

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Approval of Subordination and Standstill Agreement Oaks at Moore's Creek

SUMMARY:

The Oaks at Moore's Creek Phase II developer is securing financing through the Florida Community Loan Fund (FCLF) to accelerate construction velocity on the project. However, FCLF is requesting the attached Subordination and Standstill Agreement before closing on the construction loan.

RECOMMENDATION:

Staff recommends approval

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist
Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N

Amount: N/A

OTHER INFORMATION:

N/A

Attachments

RLS Memo from CA
Subordination and Standstill Agreement
OMCII Monthly Project Update

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: ADWILDA "WILLIE" COLON, REDEVELOPMENT ASSISTANT

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SUBORDINATION AND STANDSTILL AGREEMENT OAKS AT MOORE'S CREEK II

CAO RLS FILE: RLS 24-280

DATE: JULY 29, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Subordination and Standstill Agreement for the Oaks at Moore's Creek Phase II. Originally uploaded for my review were the drafted Subordination and Standstill Agreement, the Development Agreement, and the First Amendment. The drafted Subordination and Standstill Agreement referenced a Second Amendment and a Deed Restriction Agreement. Those documents were subsequently obtained from Audria Moore and have been uploaded to Agenda Quick. Of these documents, it was determined only the Deed Restriction Agreement was filed in the Public Records. The Development Agreement, First Amendment, and Second Amendment are being filed by the City Clerk's Office. Once they are filed and the Book and Page numbers are obtained, such will need to be filled into the draft Subordination and Standstill Agreement in the appropriate places.

Based on the communications with Ms. Moore and Shyanne Harnage, this subordination falls under Paragraph 7.14 of the Development Agreement which requires the FPRA to subject and subordinate its Right of Reverter to any "construction mortgage financing."

I have made suggested changes to the draft Subordination and Standstill Agreement to correct or clarify terms and provisions, to include the following:

1. The party involved. This is a Fort Pierce Redevelopment Agency (FPRA) contract, not a City of Fort Pierce contract. The City has been changed to FPRA throughout the document.
2. Included language to document where the Development Agreement, First Amendment, and Second Amendment are filed in the Public Records (see above instruction).
3. The Development Agreement has been referenced in the appropriate places, to include the reference to the requirements of Paragraph 7.14.
4. Changes have been made where applicable to make clear this subordination is only as to the units that obtain a construction and not the entire development.
5. The Default terms have been updated to align with the Development Agreement.

I have uploaded a Track Changes version with all changes to Agenda Quick.

I will point out the drafted Subordination and Standstill Agreement goes much further than just the subordination required under Paragraph 7.14 of the Development Agreement. Of particular concern are the two below terms:

1. **Subordination of Subrogation Rights.** The FPRA agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower for a Unit, or by reason of its exercise of any other right or remedy under the Development Agreement or the Deed Restriction Agreement for a Unit, it acquires by right of subrogation or otherwise a lien on a Unit subject to a Loan from Lender which (but for this subsection) would be senior to the lien of the Construction Loan Documents, then, in that event, such lien shall be subject and subordinate to the lien of the Construction Loan Documents.

2. **Agreement Not to Commence Bankruptcy Proceeding.** The City agrees that during the term of this Agreement it will not commence or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower or its Property, without the Lender's prior written consent.

The FPRA's Development Agreement calls for subordination, not subrogation. Subordination makes our rights inferior. Subrogation assigns our right to someone else. It is my recommendation any subrogation language be removed from this Subordination and Standstill Agreement. Further, as it relates to the bankruptcy term, this is overly broad, is not workable should the Developer default unrelated to the Units for which the Developer is receiving the construction mortgage financing, and should be removed. I have deleted the above concerning terms from the Subordination and Standstill Agreement per this recommendation.

Finally, there is a blank in Subordination and Standstill Agreement for the date the Borrower and Lender entered into a Guidance Line of Credit. This needs to be filled in.

You will need to provide the changes in this document to the Borrower and Lender for their review and approval. If they agree to all of the changes, with the above blanks filled in as explained, the Subordination and Standstill Agreement is approved as to form and correctness. If they are not in agreement to all of the changes, you will need to resubmit this for additional review. I am happy to discuss the terms of this Subordination and Standstill Agreement with the attorneys for the other parties, should you like me to do so.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

SUBORDINATION AND STANDSTILL AGREEMENT

(Oaks at Moore's Creek – Phase II)

THIS SUBORDINATION AND STANDSTILL AGREEMENT (this "***Agreement***") is entered into this ____ day of July, 2024, by and among (i) FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation (together with its successors and/or assigns, the "***FPRA***"), (ii) FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation (the "***Lender***"), and (iii) OMCII, LLC, a Florida limited liability company (the "***Borrower***").

Recitals

A. The FPRA was the owner of the certain real property legally as described in Exhibit "A" attached hereto and incorporated herein by reference (the "***Property***"), such Property being divided into fifteen (15) individual parcels, each parcel being individually referred to as a "***Unit***" and collectively referred to as "***Units***."

B. The Borrower currently owns the Property and plans to construct fifteen (15) single family affordable/workforce homes on the Units (the "***Project***") located in the city of Fort Pierce, Florida.

C. Pursuant to that certain Development Agreement for Affordable/Workforce Housing dated June 8, 2021 by and between FPRA and Borrower's predecessors in interest, recorded in the Official Records Book 5184, Page 2196-2260, Public Records of St. Lucie County, Florida as subsequently amended by that certain First Amendment to Development Agreement dated March 8, 2022, recorded in the Official Records Book 5184, Page 2261-2276, Public Records of St. Lucie County, Florida and by that certain Second Amendment to Development Agreement dated November 14, 2023, recorded in the Official Records Book 5184, Page 2277-2278, Public Records of St. Lucie County, Florida (collectively, the "***Development Agreement***"), FPRA transferred title to the Property to Borrower subject to certain reversionary rights on the Property to be held by the FPRA.

D. The FPRA additionally created a Right of Reverter in the Deed Restriction Agreement dated December 14, 2023 between the FPRA and Borrower affecting the Property

which runs with the Property (the *"**Deed Restriction Agreement**"*), recorded in the Official Records Book 5082, Page 2873, Public Records of St. Lucie County, Florida, under those certain terms and conditions as set forth therein, including the FPRA's Right of Reverter under which title reverts to the FPRA under the following conditions: (1) if Borrower has not commenced construction of each Unit within ninety (90) days of issuance of all necessary permits for each Unit, subject to Force Majeure events and other permitted extensions as provided in the Development Agreement, or (2) if Borrower fails to complete construction of each Unit within one-hundred eighty (180) days of commencement of construction, subject to Force Majeure events and other permitted extensions as provided in the Development Agreement such completion of construction to be evidenced by an issued certificate of occupancy (or its equivalent) by the applicable jurisdiction, then FPRA may request, and upon request, Borrower will be required to transfer title to the portion of the Property that has not been conveyed to Unit buyers back to FPRA.

E. Pursuant to Paragraph 7.14 of the Development Agreement, the FPRA agreed to subject and subordinate its Right of Reverter to any construction mortgage financing obtained by the Developer/Borrower.

F. Lender (together with its successors and assigns) has committed to enter into a Guidance Line of Credit with the Borrower (the "***Line of Credit***") under which, as each Unit is under contract with a future homeowner, Lender will enter into a note, construction loan agreement, a mortgage and other loan documents, securing the loan as to the particular Unit (the "***Construction Loan Documents***," and together with the Line of Credit, the "***Loans***").

G. Without this Agreement, Lender would not issue Loans to Borrower as they would be subordinate to and restricted by the Right of Reverter in the Development Agreement and the Deed Restriction Agreement.

H. The FPRA has agreed to subordinate the Right of Reverter under the Development Agreement and the Deed Restriction Agreement, permit the Lender to enter into the Loans with Borrower, and allow the recording of certain Construction Loan Documents against a Unit subject to all of the conditions contained in this Agreement upon the Borrower securing the Loans for each particular Unit.

I. The subordination is not a blanket subordination of the FPRA's Right of Reverter under the Development Agreement or the Deed Restriction Agreement to all Units. The FPRA's subordination of the Right of Reverter applies to each particular Unit upon Borrower securing the Loan for that particular Unit. Borrower shall provide proof of the Loan for each particular Unit to the FPRA.

NOW, THEREFORE, in order to induce the Lender to make the Loans to the Borrower and to place record certain of the Construction Loan Documents against the Units on the Property, and based on the Recitals set forth above and in consideration thereof, the FPRA, the Lender, and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term "control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the FPRA or the affordable/workforce homeowner) who acquires title to the Property or a Unit after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the FPRA is not open for business.

"Construction Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Construction Loan Documents to be performed or observed by it, which continues beyond any applicable time period provided in the Construction Loan Documents for curing the default and Borrower receives the Default Notice (defined below).

"Deed Restriction Default" means the occurrence of an event that may cause a Right of Reverter, as described in the Development Agreement and/or the Deed Restriction Agreement.

"Default Notice" means: (a) a copy of the written notice from the FPRA to the Borrower stating that a Right of Reverter may be or has been exercised or any other notice regarding a default under the Development Agreement or the Deed Restriction Agreement or, (b) a copy of the written notice from the Lender to the Borrower stating that a default has occurred under any Construction Loan Documents. Each Default Notice shall specify the default with particularity upon which such Default Notice is based.

"FPRA" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal and beneficial holder of the Development Agreement or the Deed Restriction Agreement, such other Person shall automatically become the FPRA.

"Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal and beneficial holder of any of the Loans after the date of this Agreement.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own or mortgage property.

2. Permission to Place Mortgage Liens Against Property and Subordination.

(a) The FPRA agrees, notwithstanding the FPRA's Right of Reverter under the Development Agreement and the Deed Restriction Agreement, and subject to the provisions of this Agreement, to permit the Lender to enter into the Loans and record certain Construction Loan Documents against a Unit in the Property (which Construction Loan Documents shall be senior (or paramount) lien interests to the Right of Reverter in the Development Agreement and the Deed Restriction Agreement) to secure the Borrower's obligation to repay the note and all other obligations, indebtedness and liabilities of the Borrower to the Lender under and in connection with the Loans.

(b) Upon execution, delivery, and recordation of a mortgage held by Lender on a Unit, Borrower shall deliver to FPRA an executed copy of each mortgage.

3. Terms of Subordination.

(a) Agreement to Subordinate. The FPRA and Lender agree that: (i) the Right of Reverter in the Development Agreement and the Deed Restriction Agreement is and shall be subordinated, to the extent and in the manner provided in this Agreement to the Construction Loan Documents for a Unit for so long as the Lender has a recorded mortgage on that Unit(s) prior to the payment in full of the indebtedness evidenced by the Construction Loan Documents, (ii) the Right of Reverter in the Development Agreement and the Deed Restriction Agreement is subordinated only for a Unit for which the Borrower has secured a Loan from Lender, and (iii) the Right of Reverter in the Development Agreement and the Deed Restriction Agreement is and shall be subject and subordinate to the liens, terms, covenants and conditions of the mortgage and the other Construction Loan Documents and to advances heretofore made or which may hereafter be made pursuant to the Loans, including all sums advanced for the purposes of protecting or further securing the lien of the Loans, curing defaults by the Borrower under the Loans, or for any other purpose expressly permitted by the Lender.

4. Default Under Deed Restriction Agreement and Standstill.

(a) Notice of Default and Cure Rights. Upon the FPRA delivering a Notice of Default to the Borrower, the Borrow shall deliver such Notice of Default to the Lender within five (5) Business Days. The Lender shall have the right, but not the obligation, to cure any default under the Development Agreement or the Deed Restriction Agreement within thirty (30) days following the date of such notice being delivered to the Borrower, in accordance with the Development Agreement; provided, however that the Lender shall

be entitled, during such thirty (30) days to continue to pursue its rights and remedies under the Loans.

(b) FPRA's Agreement to Standstill. If a Development Agreement or Deed Restriction Agreement default occurs and is continuing on a Unit or Units on which the Lender has recorded any Construction Loan Documents, the FPRA agrees that it will not pursue any Right of Reverter or any other remedies under the Development Agreement or the Deed Restriction Agreement, appoint (or seek the appointment of) a receiver, or institute any other collection or enforcement action against the Borrower as to that Unit or Units.

5. Conflict.

The Borrower, the FPRA and the Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Development Agreement, the Deed Restriction Agreement (and any documents referenced therein), the Line of Credit, or the Construction Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Lender and the FPRA's 's Right of Reverter under the Development Agreement or the Deed Restriction Agreement to a Unit for which Borrower has secured a Loan from Lender; (b) the timing of the exercise of remedies or rights by the FPRA and Lender under the Development Agreement, the Deed Restriction Agreement, and the Loans, respectively; and (c) solely as between the FPRA and the Lender, the notice requirements, cure rights, and the other rights and obligations which the FPRA and the Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any default under the Loans, as the case may be; give the Borrower the right to notice of any default under the Development Agreement, the Deed Restriction Agreement, or Line of Credit or Construction Loan Documents, as the case may be other than that, if any, provided, respectively under the Development Agreement or the Deed Restriction Agreement, the Loans, the Construction Loan Documents, or this Agreement; or create any other right or benefit for Borrower as against FPRA or Lender.

6. Modification or Refinancing of Construction Loan(s).

The FPRA consents to any agreement or arrangement in which the Lender waives, postpones, extends, reduces or modifies any provisions of the Loans, including any provision requiring the payment of money.

7. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the FPRA, Lender or the Borrower is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be

deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

FPRA:

Fort Pierce Redevelopment Agency
100 North U.S. 1
Fort Pierce, FL 34950
Attention: Linda Hudson, Chair

With copies to:

Sara Hedges, Esq.
City Attorney
100 North U.S. 1
Fort Pierce, FL 34950

LENDER:

Florida Community Loan Fund, Inc.
800 N. Magnolia Avenue, Suite 106
Orlando, Florida 32803
Attn: Jennifer Rainey

With copies to:

Latham, Luna, Eden & Beaudine, LLP
201 South Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Jan Albanese Carpenter, Esq.

BORROWER:

OMCII, LLC
c/o East to West Development Corporation
700 U.S. Highway 1, Unit C
North Palm Beach, Florida 33408
Attention: Daniel A. Rosemond, Chief Executive Officer

With copies to:
Michael Robert Flam P.A.
Michael R. Flam, Esq.
20125 Ocean Key Drive
Boca Raton, Florida 33498

Either party may, by written notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt by the other parties to this Agreement.

8. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the FPRA and the Lender and shall inure to the benefit of the respective legal successors and assigns of the FPRA, the Borrower and the Lender.

(b) Further Assurances. The FPRA, the Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Right of Reverter under the Development Agreement and the Deed Restriction Agreement is subordinate to the lien, covenants and conditions of the Construction Loan Documents on each Unit(s), that the FPRA agrees to a standstill of its Right of Reverter under the Development Agreement and the Deed Restriction Agreement while any Construction Loan Documents are recorded on a Unit(s) or to further evidence the intent of this Agreement.

(c) Integration and Amendment. This Agreement contains the entire and fully integrated understanding among the parties and replaces all prior or contemporaneous understandings concerning the subject matter of this Agreement, whether oral or written, or express or implied. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(d) Governing Law and Court Venue. This Agreement shall be governed by the laws of the state of Florida without regard to that state's conflict of law provisions. If this Agreement must be enforced by a party, the parties agree that court venue for any litigation resulting from this Agreement shall only be filed in state or federal court in St. Lucie County, Florida and the parties expressly waive any objections to that court venue.

(e) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(f) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) as to each Unit, the payment of all of the principal of, interest on and other amounts payable under the Construction Loan Documents and the recording of a satisfaction or release of mortgage

on any Unit(s); (ii) the termination of the Line of Credit to Borrower by the Lender; or (iii) the FPRA agrees that if Lender acquires title to the Property or any Unit thereof pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in the Construction Loan Documents, the Deed Restriction Agreement shall terminate as to the Property or any affected Unit.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AND STANDSTILL AGREEMENT

(Oaks at Moore's Creek – Phase II)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

FPRA:

FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation

_____
Print:_____
100 North U.S. 1
Fort Pierce, Florida 34950

By:_____
Linda Hudson, Chairwoman
100 North U.S. 1
Fort Pierce, Florida 34950

_____
Print:_____
100 North U.S. 1
Fort Pierce, Florida 34950

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by LINDA HUDSON, as Chair of the FORT PIERCE REDEVELOPMENT AGENCY, a dependent special district of the City of Fort Pierce, a Florida Municipal Corporation, on behalf of the FPRA. Said person ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AND STANDSTILL AGREEMENT

(Oaks at Moore's Creek – Phase II)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LENDER:

FLORIDA COMMUNITY LOAN FUND, INC.,
a Florida not for profit corporation

_____
Print:_____
800 N. Magnolia Avenue, Suite 106
Orlando, Florida 32803

By:_____
Ignacio Esteban, Chief Executive Officer
800 N. Magnolia Avenue, Suite 106
Orlando, Florida 32803

_____
Print:_____
800 N. Magnolia Avenue, Suite 106
Orlando, Florida 32803

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by IGNACIO ESTEBAN, as the Chief Executive Officer of the FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, on behalf of the corporation. Said person ☐ is personally known to me or ☐ has produced a valid driver's license as identification.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

COUNTERPART SIGNATURE PAGE TO
SUBORDINATION AND STANDSTILL AGREEMENT

(Oaks at Moore's Creek – Phase II)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BORRO ER

Signed, sealed and delivered in the presence of:

OMCII, LLC, a Florida limited liability company

By: East to West Development Corporation, a Florida not-for-profit corporation, its Manager

By: Daniel A. Rosemond
Daniel A. Rosemond,
Chief Executive Officer

Address: 700 U.S. Highway 1, Unit C
North Palm Beach, FL 33408

Print Name: Corey W. O'Gorman
Address: 700 U.S. Highway 1, Unit C
North Palm Beach, FL 33408

Print Name: Maria Clemente
Address: 700 U.S. Highway 1, Unit C
North Palm Beach, FL 33408

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notari ation this 6th day of August, 2024, by DANIEL A. ROSEMOND, as Chief Executive Officer of EAST TO WEST DEVELOPMENT CORPORATION, a Florida not for profit corporation, Manager of OMCII, LLC, a Florida limited liability company, on behalf of the corporation and limited liability company. Said person ☑ is personally known to me or ☐ has produced a valid driver's license as identification.

PATTY ELDREDGE
NOTARY PUBLIC
Comm. # HH 001788
Sep 12. 2024
STATE OF FLORIDA

Patty Eldredge
Notary Public; State of Florida
Print Name: Patty Eldredge
My Commission Expires: 9-12-24
My Commission No.: HH 001788

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, AND 15, OF THE OAKS AT MOORE'S CREEK II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGES 20 AND 21, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EAST TO WEST
DEVELOPMENT CORPORATION

Project Status Update: As of July 25, 2024

Project Name: Oaks at Moore's Creek-II, City of Fort Pierce, FL.

Project background: The Oaks at Moore's Creek-II is an affordable housing development project comprising 15 new single family dwelling units being built and sold to income eligible first-time homebuyers. The project site is approximately 3.38 acres and was previously owned by the Fort Pierce Redevelopment Agency (FPRA). The conveyance of the land at no cost to the Developer was part of FPRA's investment in the project. The Developer is responsible for all platting and required predevelopment activities, including identifying all eligible homebuyers.

Address: 1200 Block of Avenue B; Historic Lincoln Park Neighborhood; Fort Pierce, FL.

CURRENT STATUS:

Construction of the first housing unit (lot #6/317 Means Court) continues to progress on schedule. The City's Building Department reflects the following approved inspections:

- Plumbing underground and sewer final passed 5/29
- Electrical underground was passed 6/6
- Slab inspection passed 6/5 (poured on 6/7)
- Termite treatment and elevation pre pour passed 6/5
- Compaction and engineering report approved 6/6
- 1st floor beam passed 6/20 (poured 6/21)
- 2nd floor beam passed 7/2 (poured 7/3)
- Roof sheathing and engineering passed 7/11; Dried in 7/12
- Window and door bucks passed 7/18

The GC team continues to provide weekly progress pictures to the City Manager's Office, as well as the homebuyer and their mortgage lender. We remain on schedule for a November closing on the sale of this first unit.

A critical outstanding issue continues to be the closing of the construction loan. At issue is the City's reverter clause on the land conveyance. A draft subordination/standstill agreement has been drafted by the lender's attorney, reviewed/commented on by the Developer's attorney, and forwarded to the City Attorney through the City Manager. We had hoped to make the July 9th FPRA Board Meeting but due to the holiday, there was insufficient time to meet the agenda deadline. At this point, we are targeting getting the draft agreement on the 8/13 FPRA Board meeting agenda.

PROJECT TEAM:

Developer	OMC II, LLC (East to West Development Corporation)
General Contractor	Stuart & Shelby Dev., Inc.
Architect	Menasche Architects, Inc
Engineer	Culpepper & Tarpening
Legal Counsel	Michael Flam, P.C.

FPRA Regular Meeting - 5:05 p.m. **8. a.**

Meeting Date: August 13, 2024

Re: Freebee Update

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

Freebee Update

Attachments

Freebee Presentation



freebee + FPRA FORT PIERCE REDEVELOPMENT AGENCY

FREEBEE FORT PIERCE EXPANSION UPDATE

August 2024

HISTORY/BACKGROUND

The service launched in February 2023 with the primary goal of acting as an economic driver for the Fort Pierce Redevelopment Agency (FPRA), helping to invigorate the local economy by offering residents and visitors a reliable transit solution. This service allows everyone to explore all that Fort Pierce has to offer, from its vibrant downtown to its beautiful beachside, without the need for a personal vehicle.

Key objectives of the service include:

- **Economic Impact:** Enhancing the economic vitality of Fort Pierce by providing accessible and convenient transportation, which encourages both residents and visitors to frequent local businesses.
- **Park-Once Convenience:** Offering a convenient "park once" option for those arriving by car, ensuring seamless connectivity to all areas of Fort Pierce and reducing the hassle of multiple parking stops.
- **Environmental Benefits:** Reducing carbon emissions by decreasing the reliance on personal vehicles, contributing to a greener and more sustainable community.
- **Livability Enhancement:** Transforming Fort Pierce into a community where residents and visitors can live, work, and play without the necessity of a personal vehicle, fostering a more connected and accessible urban environment.

These efforts are designed not only to improve the quality of life for those in Fort Pierce but also to position the city as a model for sustainable urban living, attracting more visitors and potential residents who value convenience and environmental responsibility.



EXPANSION AND RIDERSHIP GROWTH

- In June 2024, we expanded our service to operate 7 days a week, covering a larger service area. The impact of this expansion has been remarkable.

- In the first month post-expansion (July), we transported over 5,100 passengers—an astounding 358% increase year-over-year, marking the largest annual growth we've ever recorded.

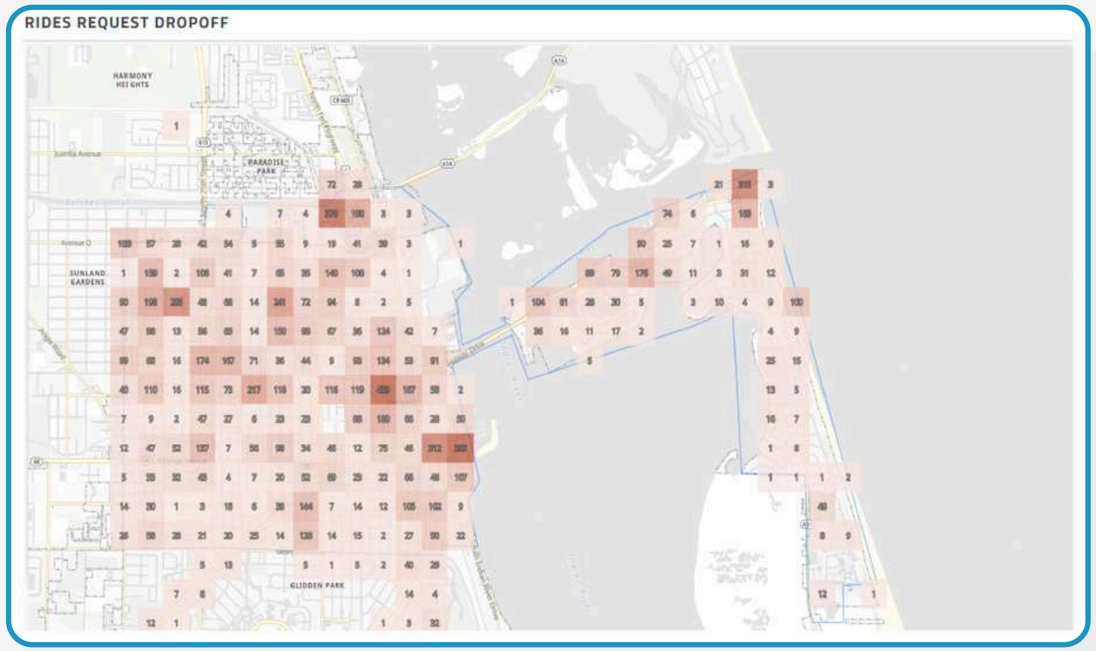
- Looking ahead, August is on track to move close to 5,800 riders, and this is before we even hit our peak season. This momentum positions us for continued strong ridership growth as we approach the busiest time of the year.

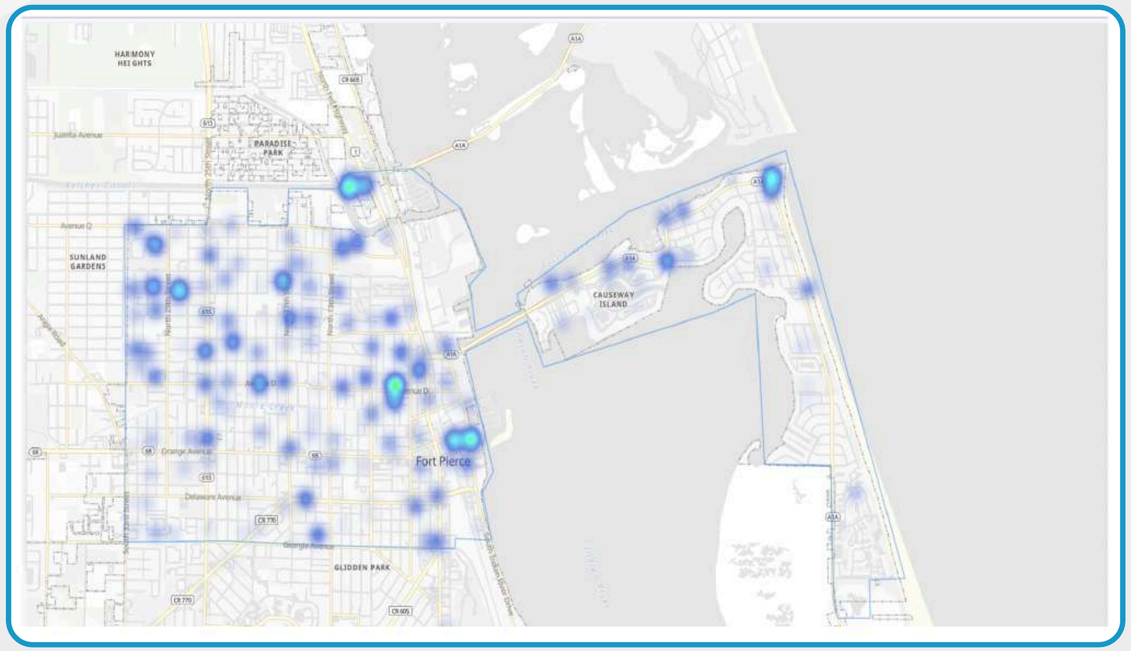


WHERE ARE RIDERS GOING?

Hot Spots:

- Jetty Park
- Local Businesses in Downtown/Beachside
- Publix
- Beth Ryder Intermodal Facility on Avenue D





CURRENT CHALLENGES AND RECOMMENDATIONS

Challenges:

- **Increased Demand and Wait Times:** With ridership and demand skyrocketing, we are experiencing longer wait times than anticipated. This surge in demand was totally unexpected based on data captured during Year 1. Demand is 3x higher than peak season in 2023.

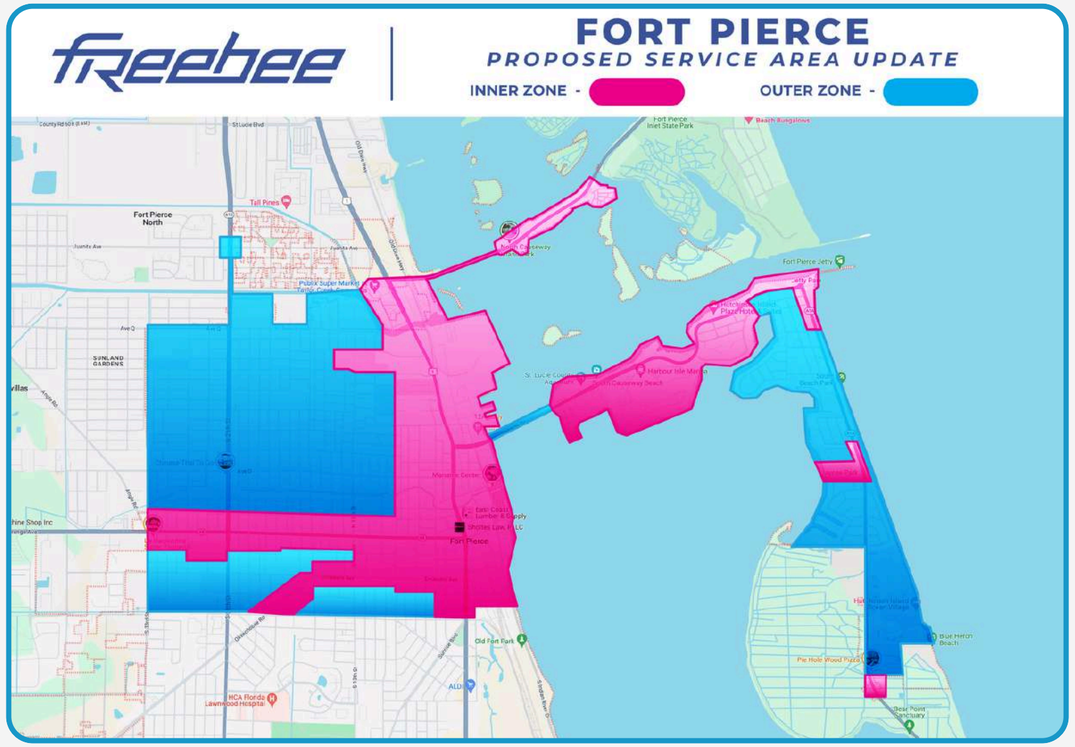
- **Unintended Usage:** A portion of the demand is coming from house-to-house rides and joyriding by teenagers, which deviates from the program's original goals and intentions.

Recommendations:

- **Age Restriction:** Implement an age restriction, making the service available only to individuals 18 years and older to minimize joyriding by younger users.

- **Refined Service Zones:** Redefine the service area with a "Zone within Zone" model to better align with the program’s objectives:
  - **Inner Zone:** Focused on commercial areas and local businesses.
  - **Outer Zone:** The current broader service area.

Utilize technology to restrict ride requests to/from local businesses, attractions, and parks, ensuring the service is used as intended and supports the local economy.





THANK YOU

CHRIS WALKER

(425) 985-6372

www.RideFreebee.com

FPRA Regular Meeting - 5:05 p.m. **8. b.**

Meeting Date: August 13, 2024

Re: King's Landing - Second Amendment

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Discussion and direction regarding the Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

SUMMARY:

Audubon Development has been notified by the City and the FPRA that it is in default of the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto. A Notice of Default was sent to Audubon Development by the City Manager on March 21, 2024 due to the failure of Audubon Development to submit the application for building permits or DPCR approval for Phase 2 by the March 18, 2024 deadline to do so. Audubon subsequently requested an extension of the cure period, which was granted by the City Commission and the FPRA. The cure period was extended to June 4, 2024. Audubon Development failed to apply for the required building permits or DPCR approvals during the extended cure period and continues to be in default. Additionally, on June 16, 2024, pursuant to the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto, Audubon Development is required to Commence Construction on Phase 2. Audubon was previously granted 45 days to enter into a Joint Venture Agreement with Harbert Realty Services, LLC. A Joint Venture Salient Terms Agreement was received within that time period. Audubon has requested 90 days' due diligence period to form the Joint Venture.

Audubon Development has requested a Second Amendment to the Amended and Restated Agreement for Development of King's Landing.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

Attachments

Updated Second Amendment

Reset Schedule Exhibit A

Joint Venture Terms Exhibit B

Exhibit B-1

Amended and Restatement Agreement for Development of King's Landing

First Amendment to the Amended and Restated Agreement for Devleopment of King's Landing

Notice of Default

Audubon's Response to the Notice of Default

Audubon's Request to Extend Cure Period

Letter to Audubon Granting Cure Period Extension

Letter regarding remediation

Remediation Invoices

Kings Landing MOU

Harbert Realty Services Letter

Audubon and Harbert Joint Venture Terms

SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____2024, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

W I T N E S S E T H:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development");

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement");

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development;

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected in Section 9, and revising Section 13, related to Tax Increment Financing;

WHEREAS, Audubon and the City made claims of default against the other;

WHEREAS, a disagreement between Audubon and the City arose regarding whether the City is obligated to reimburse Audubon's alleged $1,100,000 in costs for Debris Removal pursuant to Paragraph 27 of the Amended and Restated Agreement ("Debris Removal Claim");

WHEREAS, Audubon entered into a "Joint Venture Salient Terms" Agreement with Harbert Realty Services, LLC on July 25, 2024;

WHEREAS, Audubon and Harbert Realty Services, LLC, intend to finalize their joint venture agreement and to form a joint venture entity pursuant to the "Joint Venture Salient Terms" Agreement;

WHEREAS, the City finds the addition of a Joint Venture Partner with Audubon to be a necessary requirement to proceed in contract with Audubon and wishes to proceed in contract with Audubon if Harbert Realty Services, LLC is a Joint Venture Partner with Audubon;

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement for Development and the First Amendment by extending certain deadlines reflected in Paragraph 3 of the First Amendment, related to the Development Timeline.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement and the First Amendment as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** The First Amendment, in part, amended Paragraph 9 of the Amended and Restated Agreement for Development by delaying the Construction Schedule and all Development Deadlines, to accommodate Closing delays. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed and amended as follows:

   a. Phase 1. Audubon shall complete construction of Phase 1 no later than July 11, 2028.

   b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than February 24, 2027. Audubon shall Commence Construction of Phase 2 no later than May 19, 2027, and shall complete construction no later than May 29, 2029.

   c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than August 23, 2028. Audubon shall Commence Construction of Phase 3 no later than November 15, 2028, and shall complete construction no later than November 13, 2029.

   Audubon's Updated Construction Schedule is attached hereto as Exhibit "A." Audubon shall comply with all Start and Finish Dates for each Task Name within Exhibit "A." The failure of Audubon to comply with any Start or Finish Date for any Task Name within Exhibit "A" shall a constitute a material breach of the Agreement.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and

Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3 and Exhibit "A."

5. **Progress Updates.** Audubon shall provide monthly Written Progress Updates to the City Commission and FPRA. The Written Progress Updates shall include information regarding Marriott franchisee approval and design processes and/or King's Landing project construction timelines and progress. Additionally, Audubon shall make quarterly Progress Update Presentations before the City Commission or the FPRA.

6. **Documentation Production.** Audubon shall produce documentation to the City showing a Franchise Application has been submitted to Marriott International no later than January 29, 2025. Audubon shall produce documentation to the City showing the approval or denial of the Franchise Application by Marriott within five (5) business days of the decision.

7. **Removal of Buried Concrete.** Paragraph 27 of the Amended and Restated Agreement for Development is hereby deleted and replaced with the below Paragraph 27 to clarify the intent of the Parties:

> 27. Removal of Buried Concrete. The FPRA set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal in an amount up to, but not to exceed, $170,000.

8. **Debris Removal Payment.** Audubon hereby agrees the City has paid $170,000 to Audubon, the maximum required amount required under the Amended Paragraph 27. Audubon hereby agrees the City is in compliance with and has fully satisfied any and all obligations related to the Debris Removal.

9. **Waiver of Default Claims.** Audubon has made claims of default against the City, which the City denies. Audubon hereby expressly waives any and all claims related to its Debris Removal Claim against the City, including its claim for damages and compensation related to remediation of debris (concrete removal) and any misrepresentations related the development of the King's Landing site. Audubon additionally waives any and all claims relating to unclear title and any delays in the permit review or approval process that occurred prior to the execution of this Agreement.

10. **Joint Venture Partnership.** Pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing, the City hereby approves the Joint Venture Partnership between Audubon and Harbert Realty Services, LLC pursuant to their "Joint Venture Salient Terms" Agreement, attached hereto as Exhibit "B". If the "Joint Venture Salient Terms" Agreement between Audubon and Harbert Realty Services, LLC is breached or terminated, by either Audubon or Harbert Realty Services, LLC, prior to the finalization and formation of their joint venture agreement, such breach or termination shall be a material breach by Audubon under the Amended and Restated Agreement for Development of King's Landing. In the event of such breach or termination, the City may default Audubon pursuant to Paragraph 10 of the Amended and Restated Agreement for Development of King's Landing, and Audubon shall have thirty (30) days to present a cure to the City.

    The "Joint Venture Salient Terms" Agreement may be amended, prior to the formation and finalization of their joint venture agreement, upon approval by the City and FPRA.

    Audubon shall finalize its Joint Venture Partnership with Harbert Realty Services, LLC through the formation of a Delaware limited liability company within one hundred and eighty (180) days of the effective date of this Agreement. Failure to do so shall be a material breach by Audubon for which the City may default Audubon pursuant to Paragraph 10 of the Amended and Restated Agreement for Development of King's Landing, and Audubon shall have thirty (30) days to present a cure to the City.

11. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

12. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shal1 bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by_____ as _____ of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a municipal corporation. Said that person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

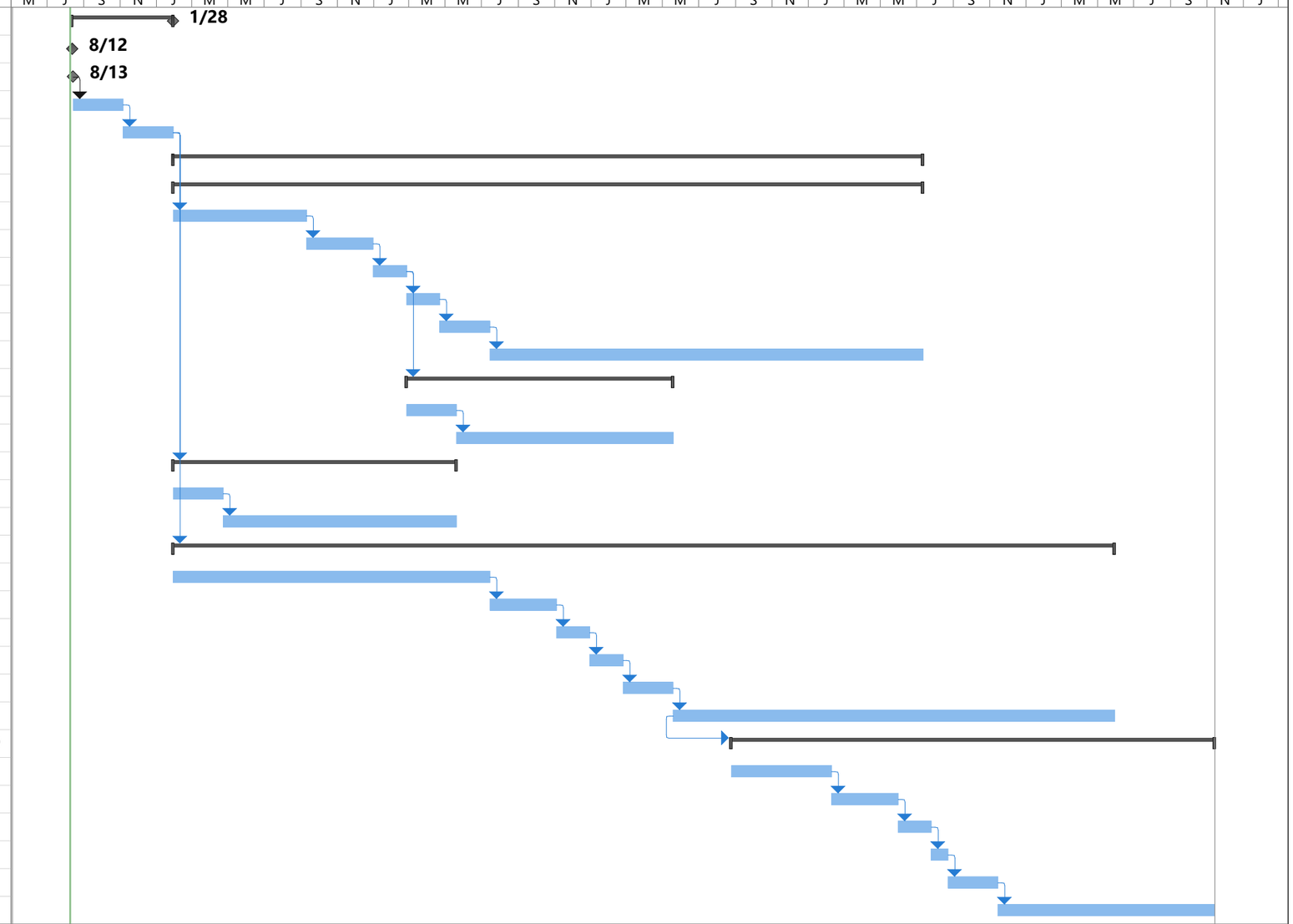
The foregoing instrument was acknowledged before this _____ day of _____, 2024 by _____ as _____ of FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

AUDUBON DEVELOPMENT

KING'S LANDING

ID	Task Mode	Task Name	Start	Finish
1		**City Meetings & Approvals**	**Mon 8/12/24**	**Tue 1/28/25**
2		FPRA Meeting	Mon 8/12/24	Mon 8/12/24
3		City Council Meeting	Tue 8/13/24	Tue 8/13/24
4		Due Diligence Time - 90 days	Wed 8/14/24	Tue 11/5/24
5		Finalize City Approvals - 90 days	Wed 11/6/24	Tue 1/28/25
6		**Phase I**	**Wed 1/29/25**	**Tue 7/11/28**
7		**Hotel Timeframes**	**Wed 1/29/25**	**Tue 7/11/28**
8		Design Time (8mths)	Wed 1/29/25	Tue 9/9/25
9		Site Work DPCR Approval (4mths)	Wed 9/10/25	Tue 12/30/25
10		Site Work Permitting (2mths)	Wed 12/31/25	Tue 2/24/26
11		Vertical DPCR Approval (2mths)	Wed 2/25/26	Tue 4/21/26
12		Vertical Permitting (3mths)	Wed 4/22/26	Tue 7/14/26
13		Construction Timeframe (2yrs)	Wed 7/15/26	Tue 7/11/28
14		**Infrastructure Timeframes**	**Wed 2/25/26**	**Tue 5/18/27**
15		Mobilize/Procurment (3mths)	Wed 2/25/26	Tue 5/19/26
16		Construction Timeframe (1yr)	Wed 5/20/26	Tue 5/18/27
17		**Villas' Timeframes**	**Wed 1/29/25**	**Tue 5/19/26**
18		Mobilize/Procurment (3mths)	Wed 1/29/25	Tue 4/22/25
19		Construction Timeframe (14mths)	Wed 4/23/25	Tue 5/19/26
20		**Phase II**	**Wed 1/29/25**	**Tue 5/29/29**
21		Design Documents (1.6yr)	Wed 1/29/25	Tue 7/14/26
22		Site Work DPCR Approval (4mths)	Wed 7/15/26	Tue 11/3/26
23		Site Work Permitting (2mths)	Wed 11/4/26	Tue 12/29/26
24		Vertical DPCR Approval (2mths)	Wed 12/30/26	Tue 2/23/27
25		Vertical Permitting (3mths)	Wed 2/24/27	Tue 5/18/27
26		Construction Timeframe (2yrs)	Wed 5/19/27	Tue 5/29/29
27		**Phase III**	**Wed 8/25/27**	**Tue 11/13/29**
28		Design Documents (6mths)	Wed 8/25/27	Tue 2/8/28
29		Site Work DPCR Approval (4mths)	Wed 2/9/28	Tue 5/30/28
30		Site Work Permitting (2mths)	Wed 5/31/28	Tue 7/25/28
31		Verical DPCR Approval (2mths)	Wed 7/26/28	Tue 8/22/28
32		Vertical Permitting (3mths)	Wed 8/23/28	Tue 11/14/28
33		Construction Timeframe (1yr)	Wed 11/15/28	Tue 11/13/29



HARBERT
REALTY SERVICES

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: July 25, 2024

This agreement ("Agreement") is a summary of salient business terms of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The

JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform continued due diligence including further studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost, and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, City approved initial site plan, as amended (being reviewed for modification), the City Florda Job Growth Infrastructure Grant and Amendment One thereto the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive, Approval Period:

For a period of six (6) months, including the Due Diligence Period, HRS will have the exclusive right to execute the JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners. Following the Due Diligence Period, HRS and AD will have a period of three (3) months to submit and receive any and all required site plan and schedule modifications from the City, the ("Approval Period").

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel: $55,000,000

10. Debt/Equity/Structure: Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 60%, and AD will have a GP interest of 40%.

HRS will invest up to $2,667,000 of the GP equity in the form of cash; HRS commits to raise an additional $36,738,500 investor limited partners (LP) funds; AD will invest $1,778,000 GP equity in the form of the land, and $2,822,000 LP equity in the form of land. AD has paid approximately $2,000,000 in qualified project expenses. AD will have the option of being reimbursed these expenses, or contributing this amount as additional LP funds. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 60% to HRS and 40% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS and AD will be loan guarantors and each be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: 1% of the total construction contracts for the project to be paid to HRS for services to be rendered.

11. Debt/Equity Structure	Hotel Please see separate signed MOU between Mainsail Lodging and Development and HRS attached.
12. Promote:	The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.
13. Management Responsibilities:	Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.
14. Transfer Provision:	No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members: No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions: The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality: Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into a Development Agreement with Members.

c. *Management Agreements:* The Company will enter into a property management agreement with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement with Members to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS and AD to provide a guaranty on the construction loan.

HARBERT
REALTY SERVICES

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: _____

Name: Dale Mathison

Its: President - CEO

Date: 7/25/24

Harbert Realty Services. LLC:

By: _____

Name: David R. Williams

Its: President and CEO

Date: July 25, 2024

Exhibit B-1

MAINSAIL LODGING · DEVELOPMENT

HARBERT REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Bill Ware – Harbert Realty Services

FROM: Joe Collier - Mainsail Lodging and Development

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: July 19, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") with Mainsail Lodging & Development ("Mainsail") proposes to develop a hotel in Ft. Pierce, Florida ('Project'). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. Joint Venture:	To be formed, a single-asset limited liability company ("JV") for the project hotel.
2. Purpose:	JV will acquire land, develop, and own an upscale full-service hotel (the "Project") as an investment property. The JV will develop, finance, construct and operate the Project.
3. Property:	HRS controls an approximate 6.811-acres property located on North 2nd Street in Ft. Pierce, Florida ("Property") and Audubon Development (A.D.) shall contribute the property for the hotel into the JV at a value of $1,500,000 as a limited partnership contribution. This will be the imputed equity that is in the limited partnership.
4. The Project and Surrounding Development:	King's Landing, a Mixed-Use Development in Fort Pierce, FL • 106 Condominium Units • ±140-Room Tribute Portfolio by Marriott Hotel • ±50,000 SF of Retail and Restaurants • Excess land that could be sold or developed • 170-Space Structured Parking and 129 Surface Parking Spaces
5. Members:	HRS, and Mainsail, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a limited liability company with HRS and Mainsail as the company's Co-Managing Members of the JV.
6. Due Diligence:	Prior to the formation of the JV, HRS and Mainsail shall have 60-days to perform due diligence including studies and discovery on:

the hotel, markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, zoning, density, preliminary design cost and state, county, and local incentives. The results of these studies will be presented to HRS to determine the need for additional or modified terms of the JV structure not outlined in the MOU. HRS and Mainsail acknowledge receipt of the survey, land appraisal, approved initial site plan (to be modified), and initial Hotel incentive package memorialized in the letter dated August 22, 2022, from St. Lucie EDC to Mainsail.

7. Exclusive/ No-Shop:

During the Due Diligence period, HRS and Mainsail will have the exclusive right to JV with each other for the development of the Property.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure

All amounts are approximate. Total development cost estimated to be approximately as follows:
Hotel: $55,000,000

Hotel
Mainsail (80%), HRS (20%) will be Co-GPs in the Hotel.

Kings Landing Capital Stack - Hotel				
GP Equity		**%**	**Equity $**	**Contribution**
HRS		20%	$385,000	Cash
Mainsail		80%	$1,540,000	Cash
	Total GP	100%	$1,925,000	
LP Equity		**%**	**Equity $**	**Contribution**
A.D.			$1,500,000	Land
Limited Partners			$15,825,000	Raise
	Total LP		$15,825,000	
Total Equity		35%	$19,250,000	
Debt		65%	$35,750,000	
Total Project	100%		$55,000,000	

Assumptions:

$55,000,000 Estimated Budget
$35,750,000 Leveraged Debt – 65%
$19,250,000 Cash, Land – 35%

Mainsail and Harbert will invest up to $2,000,000 in the form of cash. Mainsail will raise (LP) equity in the amount of $15,750,000. If the construction loan proceeds and/or incentives/development credits are received, the GP and LP cash contributions will be adjusted accordingly. All cost overruns will be funded pro rata.

Decision making within the GP will be 80% Mainsail, 20% HRS.

a. ***Development Fee*** - 4% of design, engineering, and construction costs. This fee shall be paid to 20% to HRS and 80% to Mainsail.

b. ***Opening and Technical Fees*** - Mainsail to receive $150,000, plus reimbursable expenses that are pre-approved by the Parties. Fee to be paid $10,000 at execution of the Hotel Management Agreement and $7,000 for the following twenty (20) months.

c. ***FF& E/OS&E Sourcing*** -to be a cost of the work and performed by a third-party entity.

d. ***Hotel Management Fees*** - Mainsail to receive a base management fee equal to 4.0% of annual gross revenues. Incentive management fee to be negotiated during final terms of the agreement.

11. Promote:

The Hotel component of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR then GP distributions increase to 30% thereafter in agreed stack with limited partner.

12. Management Responsibilities:

Members to prepare responsibilities matrix.

13. Transfer Provision:

No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

14. Admission of Additional Members:

No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

15. Buy/Sell Provisions:

The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

16. Confidentiality:

Prior to the finalization of the JV, HRS and Mainsail agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS and Mainsail agree: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's and Mainsail's formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

17. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into Development Agreements with Members.

c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.

d. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS and Mainsail Lodging and Development to provide a guaranty on the construction loans.

MAINSAIL
LODGING • DEVELOPMENT

HARBERT
REALTY SERVICES

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements except for Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Mainsail Lodging & Development:

By: J. C. C.

Name: J. C. Collier

Its: President

Date: 7-19-24

Name: _____

Its: _____

Date: _____

Harbert Realty Services. LLC:

By: William E Ware

Name: WILLIAM E WARE

Its: VICE PRESIDENT - DEV.

Date: 7.19.24

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

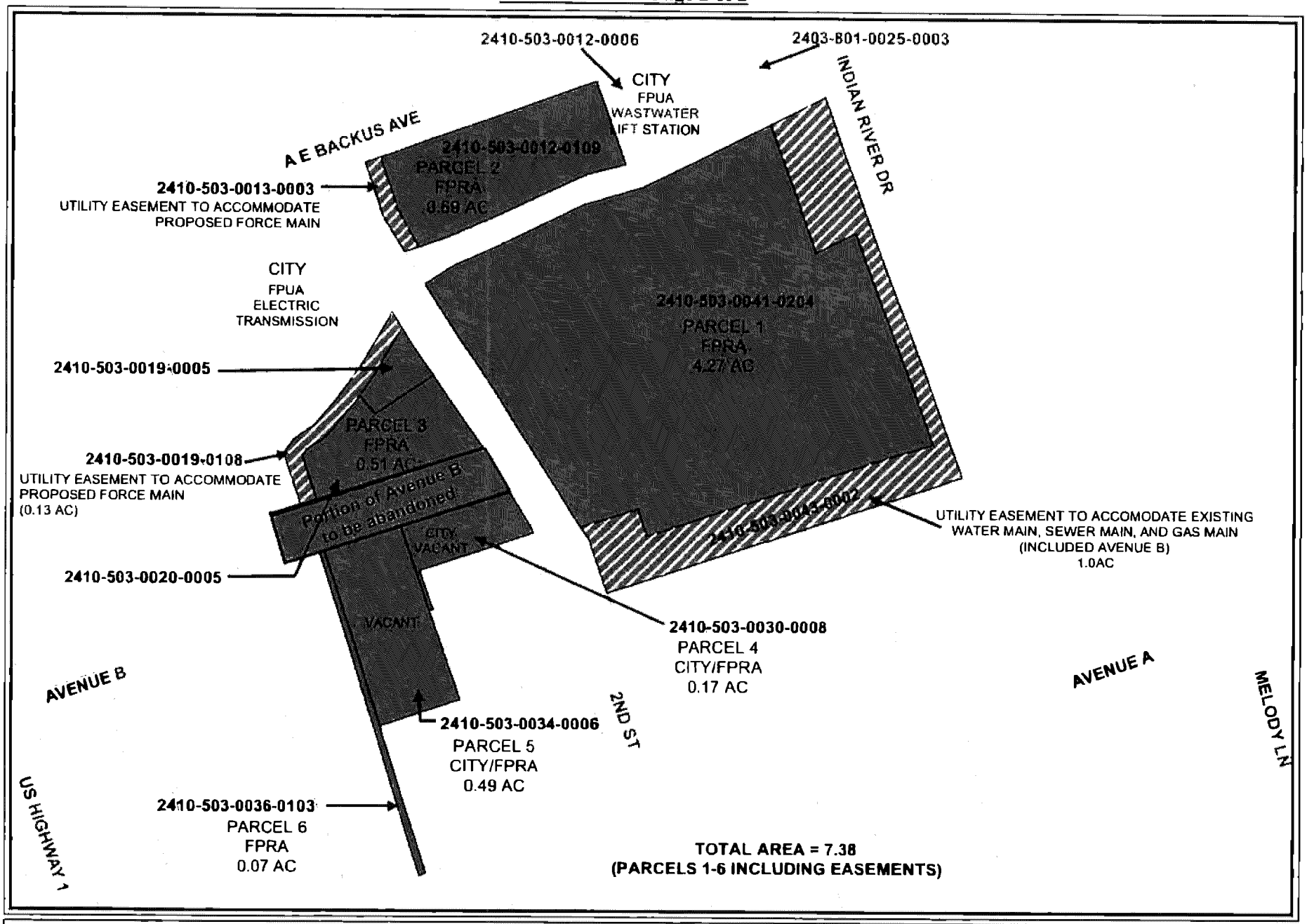
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

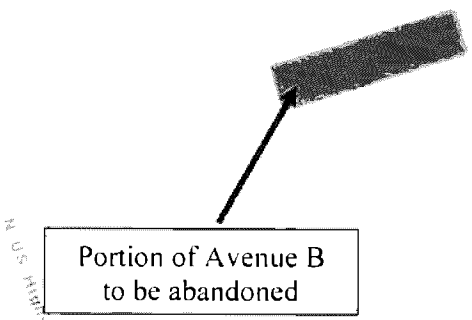


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

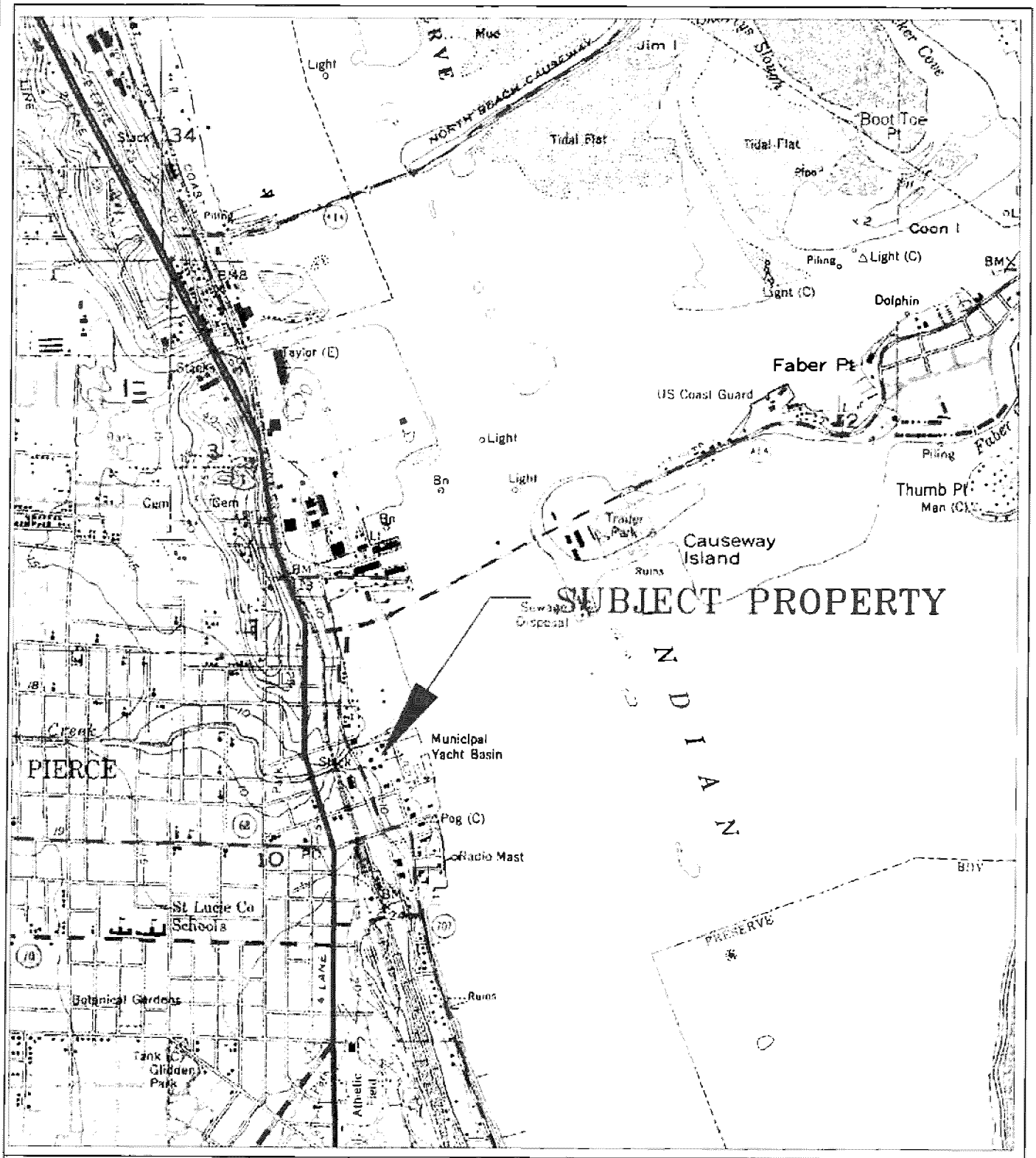
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

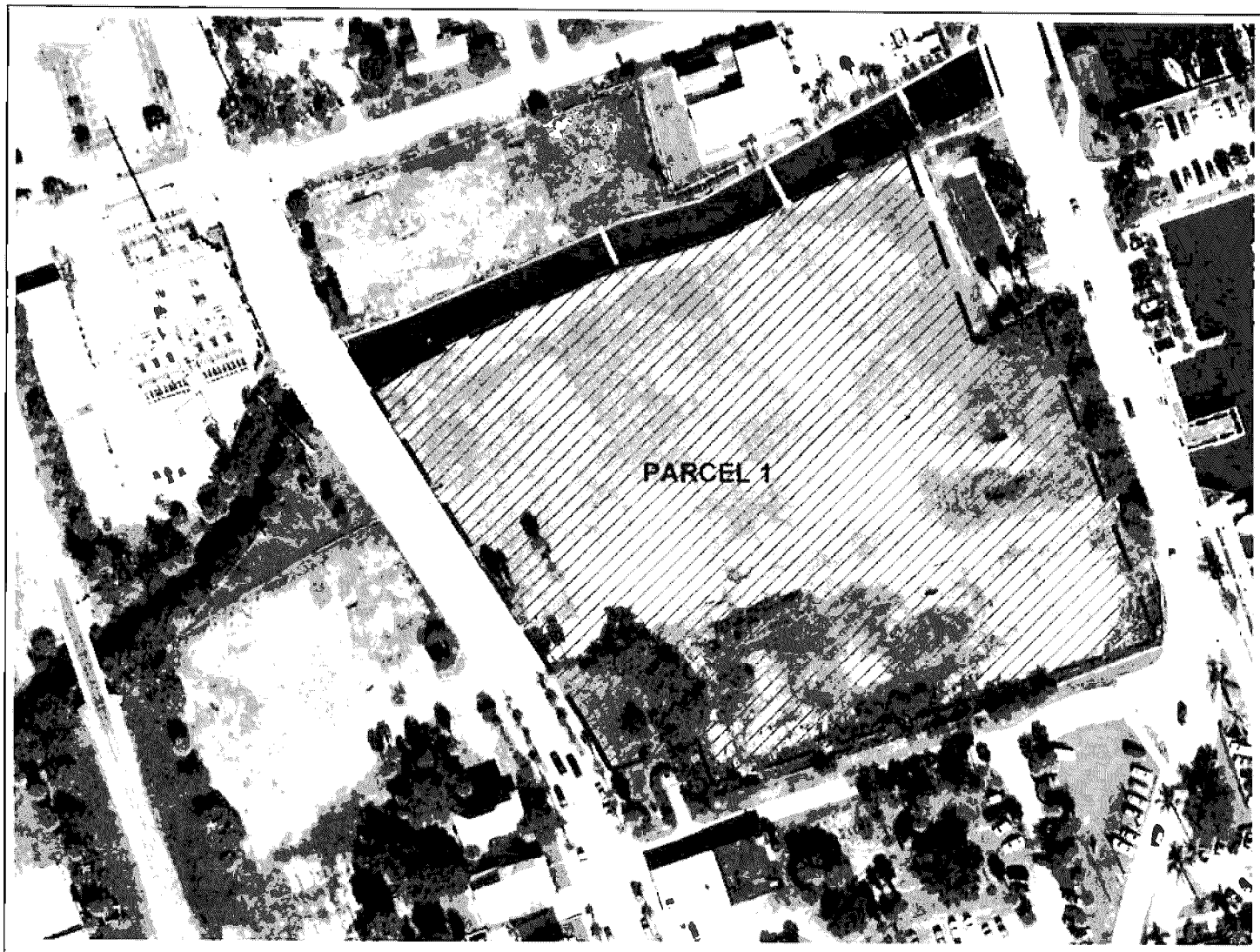


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

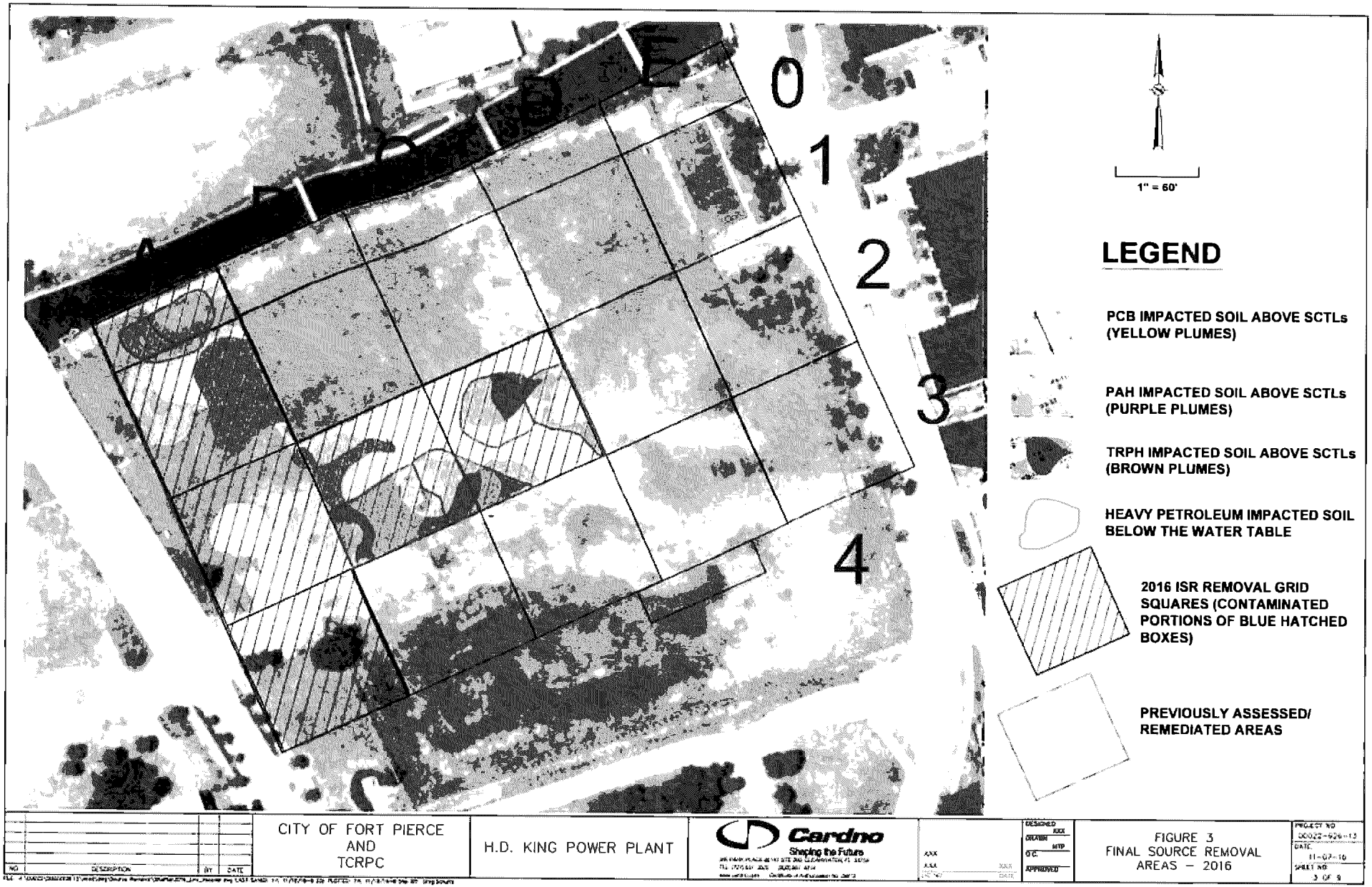
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00032-026-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737

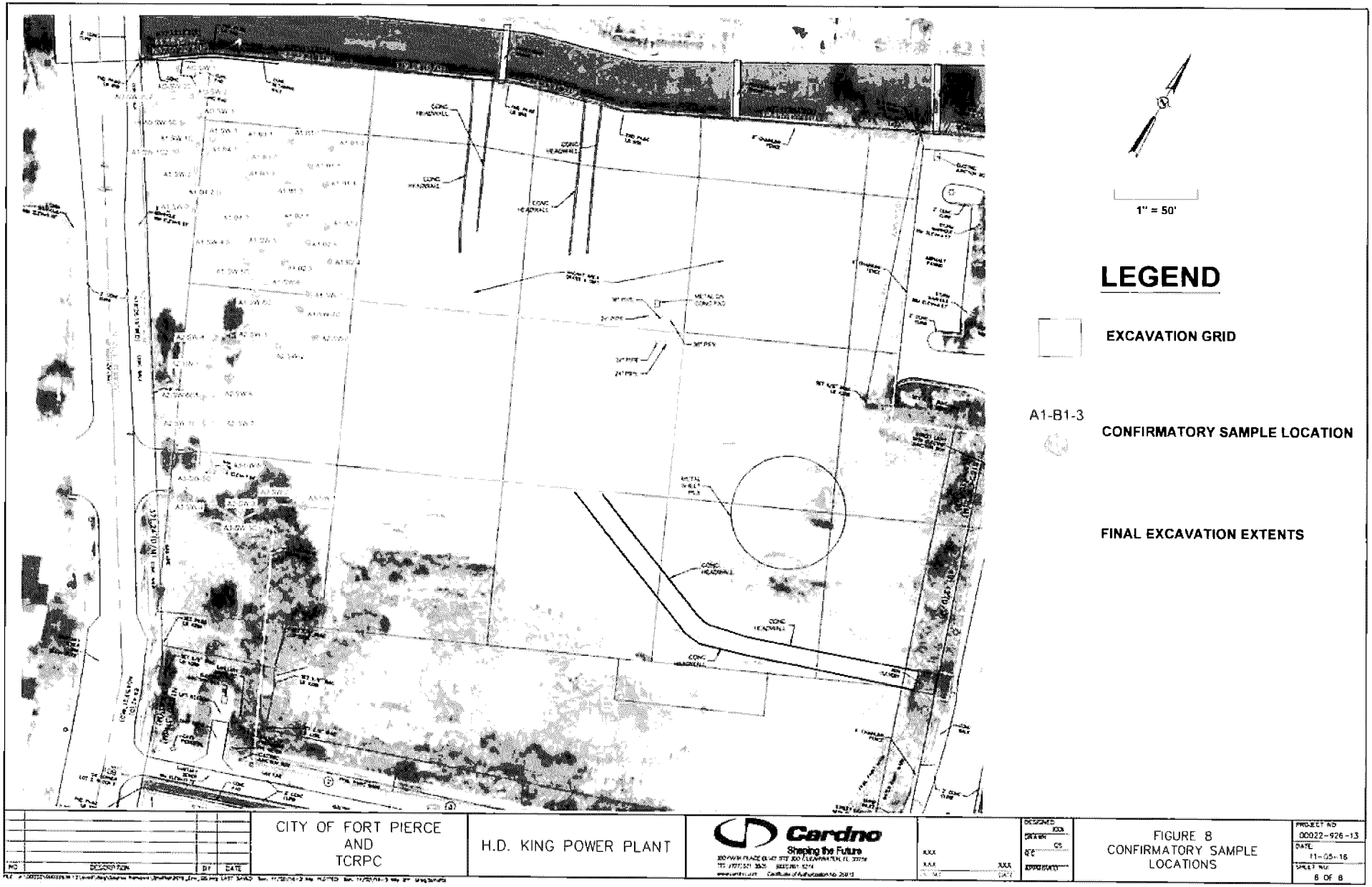


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

OR BOOK 4775 PAGE 2742

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

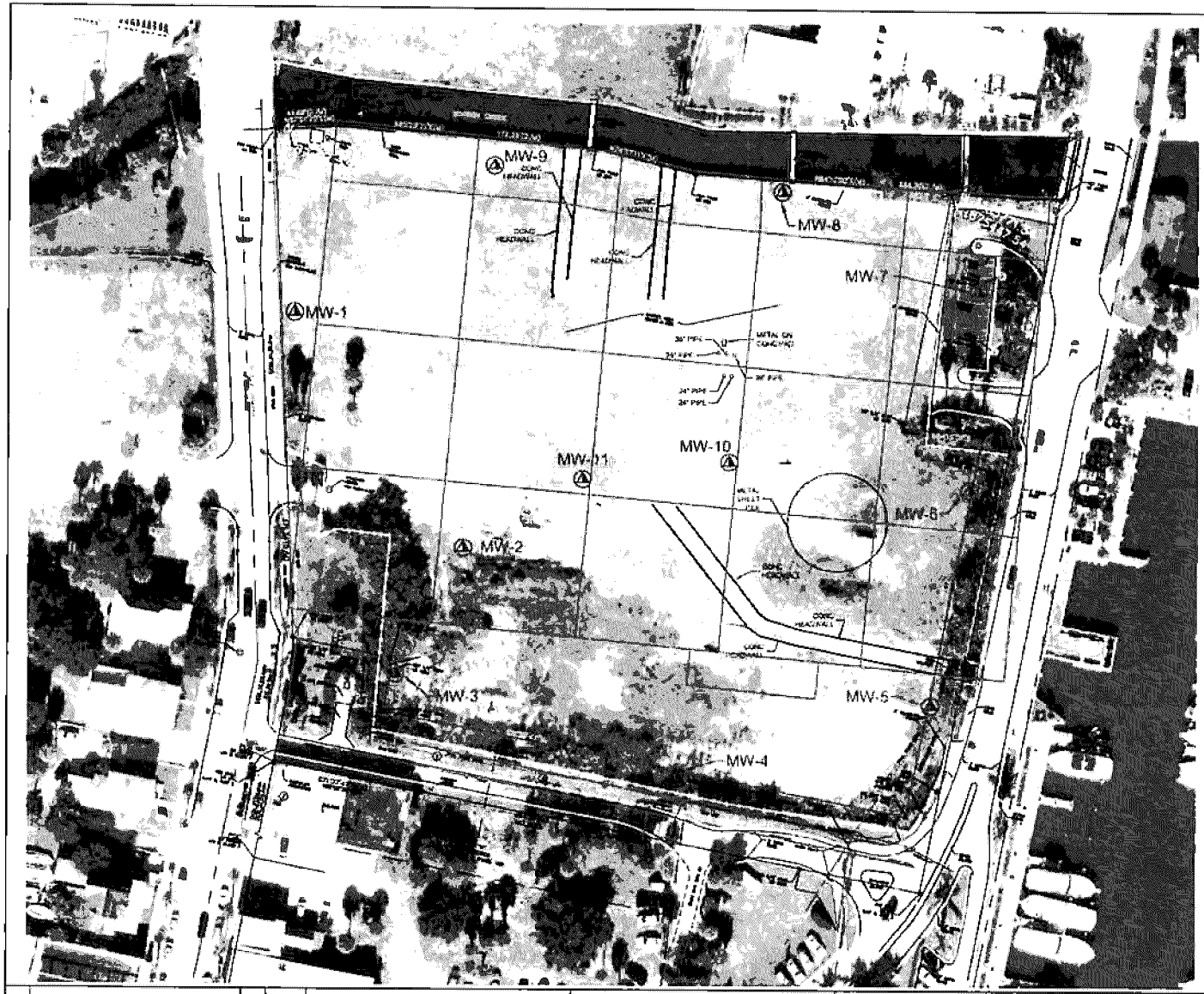
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 7 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2743



1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

OR BOOK 4775 PAGE 2744

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

OR BOOK 4775 PAGE 2745

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

OR BOOK 4775 PAGE 2746

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

OR BOOK 4775 PAGE 2747

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

OR BOOK 4775 PAGE 2748

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [illegible]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

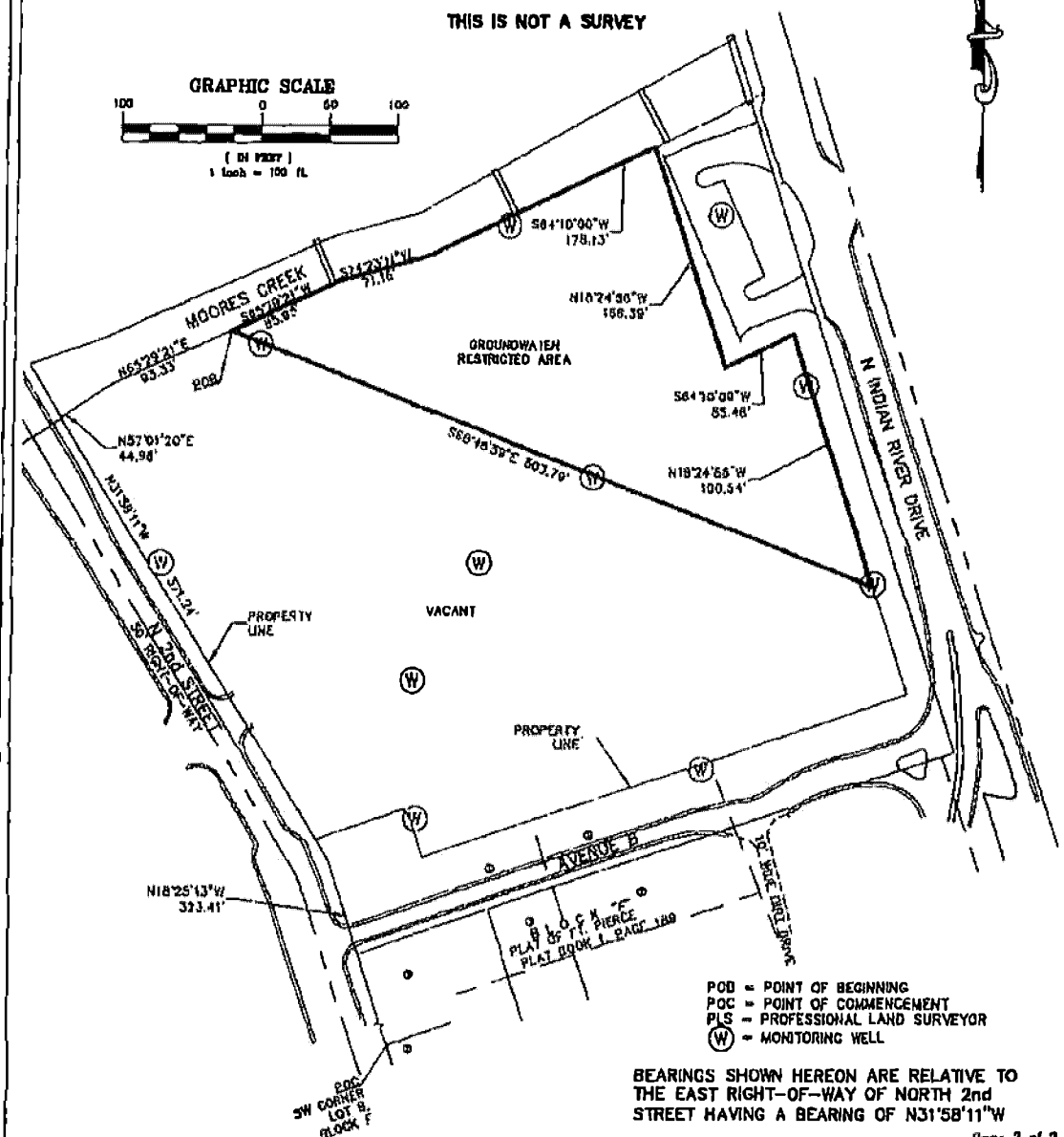
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sked.dwg, 3/21/2017 3:45:57 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

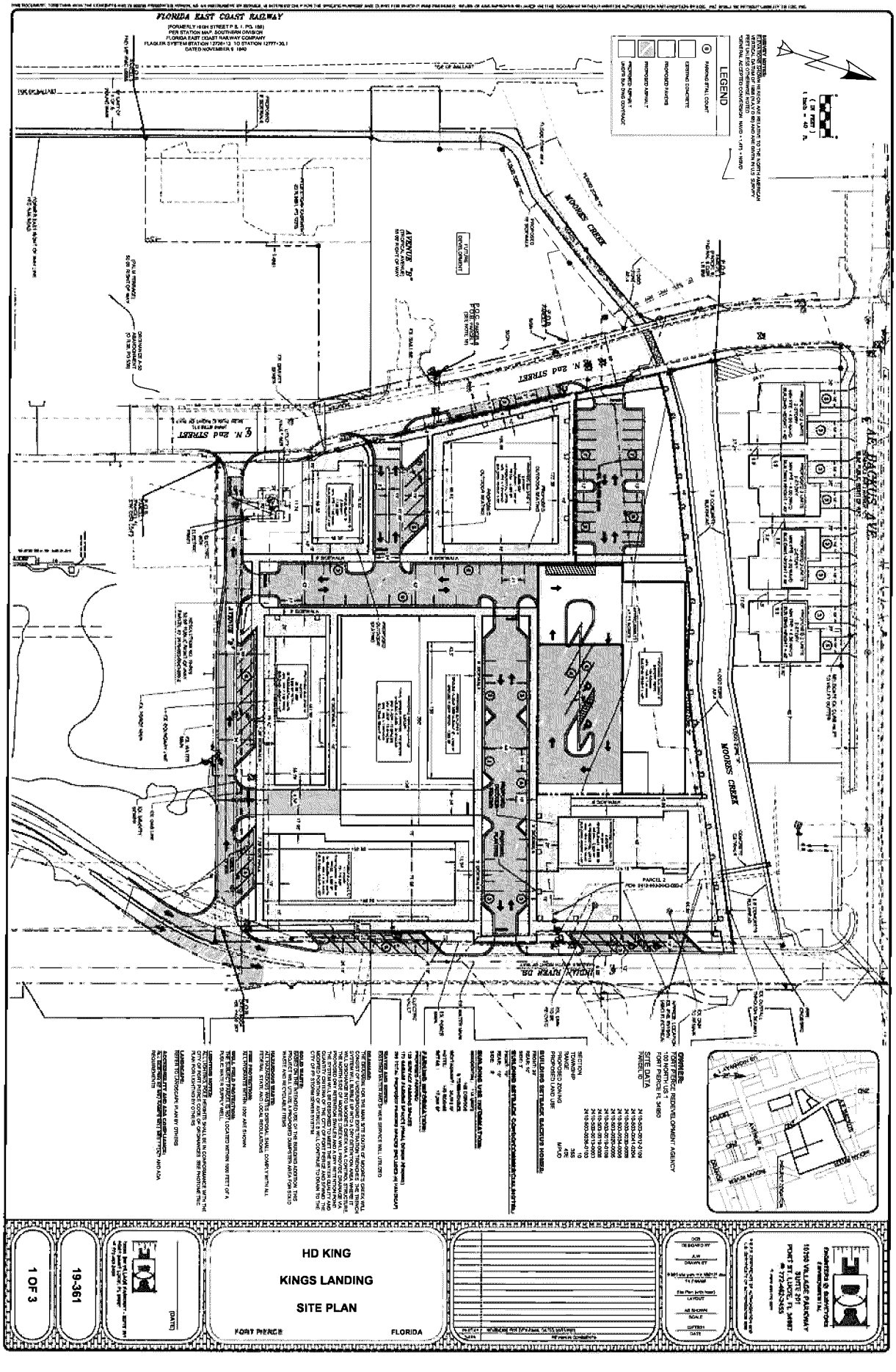
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya Earley
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

BOARD OF DIRECTORS
Mike Adams, Adams Ranch
Michael Ansorge, OCULUS Surgical
Nico Apfelbaum, Esq., Apfelbaum Law
Terissa Aronson, SLC Chamber of Commerce
Brian Bauer, CareerSource Research Coast
Russ Blackburn, City of Port St. Lucie
Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER' S OFFICE Florida

March 21, 2024

Dale Matteson
P.O. Box 981
Palm Beach, FL 33480

VIA EMAIL: dale@audubondevelopment.com

Re: NOTICE OF DEFAULT

Dear Mr. Matteson:

As outlined in the attached First Amendment to the Amended and Restated Agreement for Development of King's Landing, it was expected that the developer would submit the application for building permits or DPCR approval for Phase 2 no later than March 18, 2024.

According to the Amended and Restated Agreement, Phase 2 is defined as the construction of the following:

- Building C – 11 story building with restaurant, retail, and 48 residential units
- Building D – 8 story building with restaurant, retail, and 19 residential units
- Building F – Ground floor restaurant and retail
- Building G – 8 story building with retail and 25 residential units

We are aware that a DPCR application was submitted by your development team for site work for Phase 2; however, all site work is scheduled to be performed and completed within the dedicated timelines for the Phase 1 construction of this development project. Therefore, based on our review, the aforementioned milestone for Phase 2 has not been achieved.

Please accept this letter as written notice of default under this agreement pursuant to Section 10g of the Amended and Restated Agreement for Development of King's Landing. Audubon shall have 30 days to cure this default and come into compliance with the provisions of this agreement.

Sincerely,

Nicholas C. Mimms, P.E., ICMA-CM
City Manager

Attachments

c: City Attorney
City Clerk
Mayor and City Commissioners
Economic Development Manager

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya Earley
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

BOARD OF DIRECTORS
Mike Adams, Adams Ranch
Michael Ansorge, OCULUS Surgical
Nico Apfelbaum, Esq., Apfelbaum Law
Terissa Aronson, SLC Chamber of Commerce
Brian Bauer, CareerSource Research Coast
Russ Blackburn, City of Port St. Lucie
Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

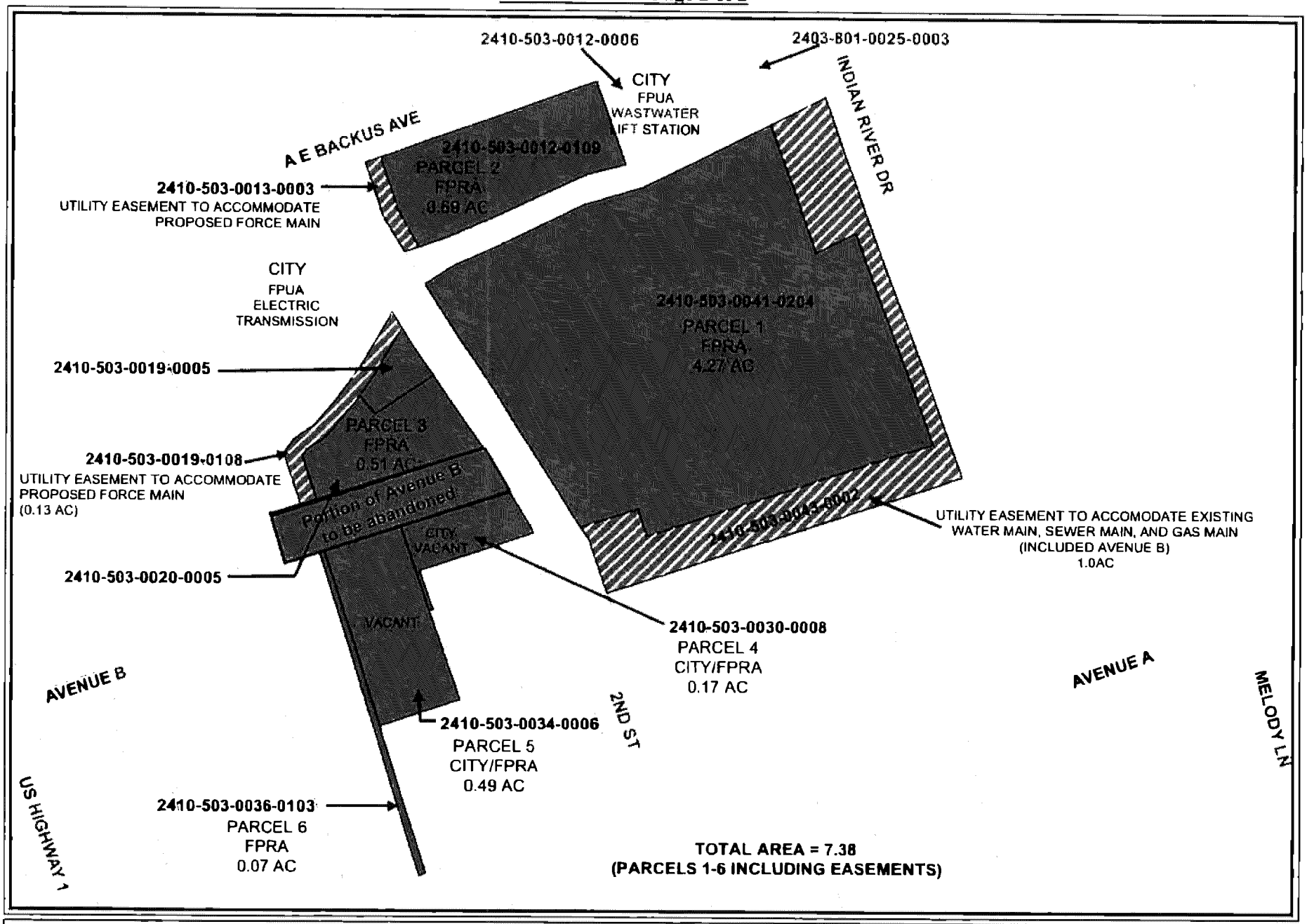
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

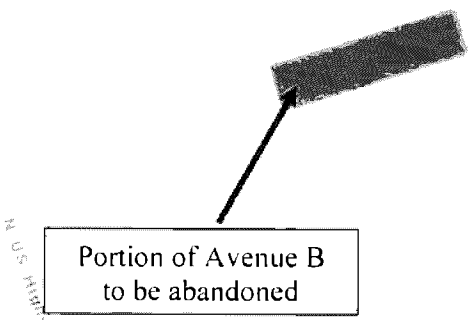


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

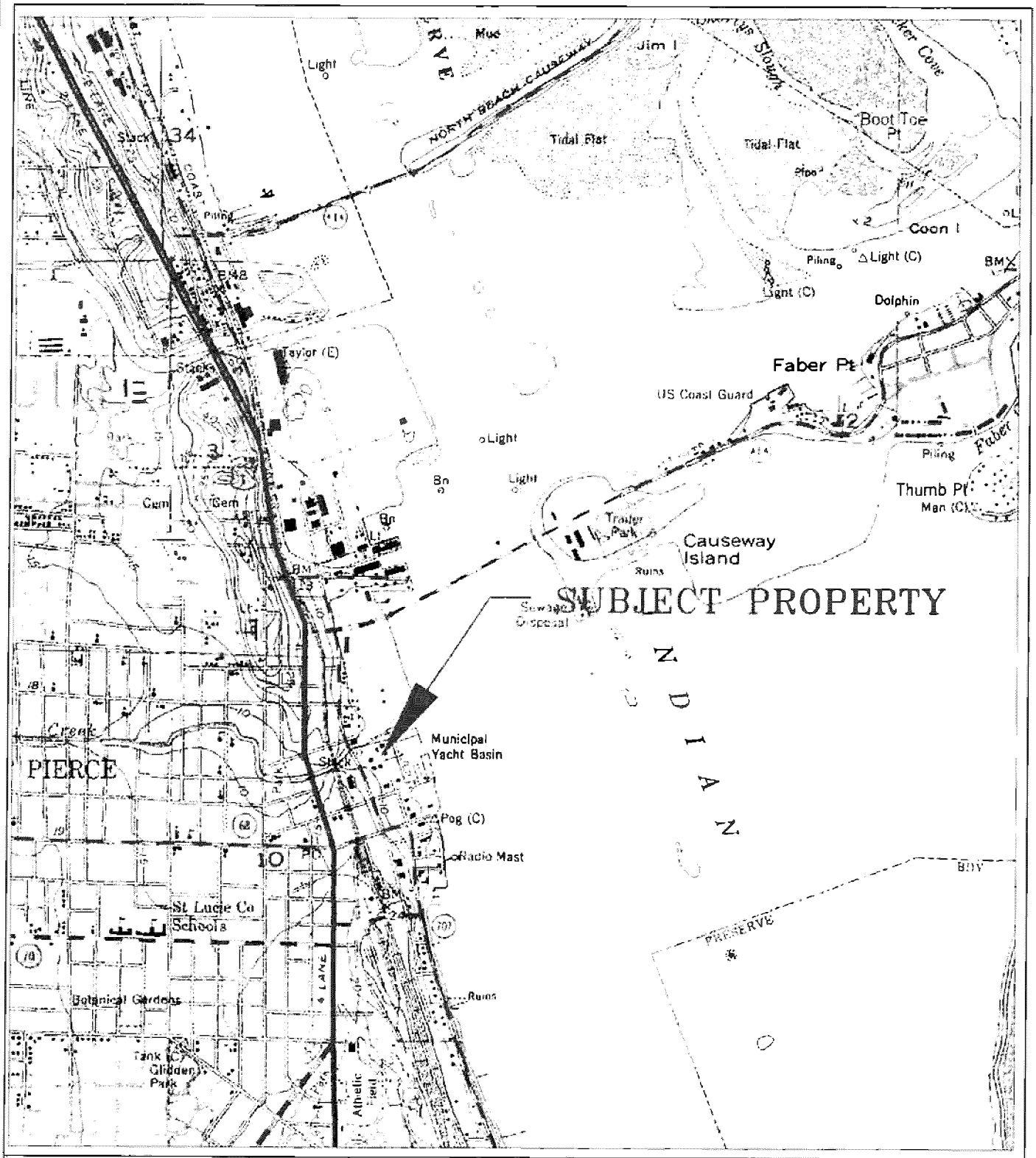
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

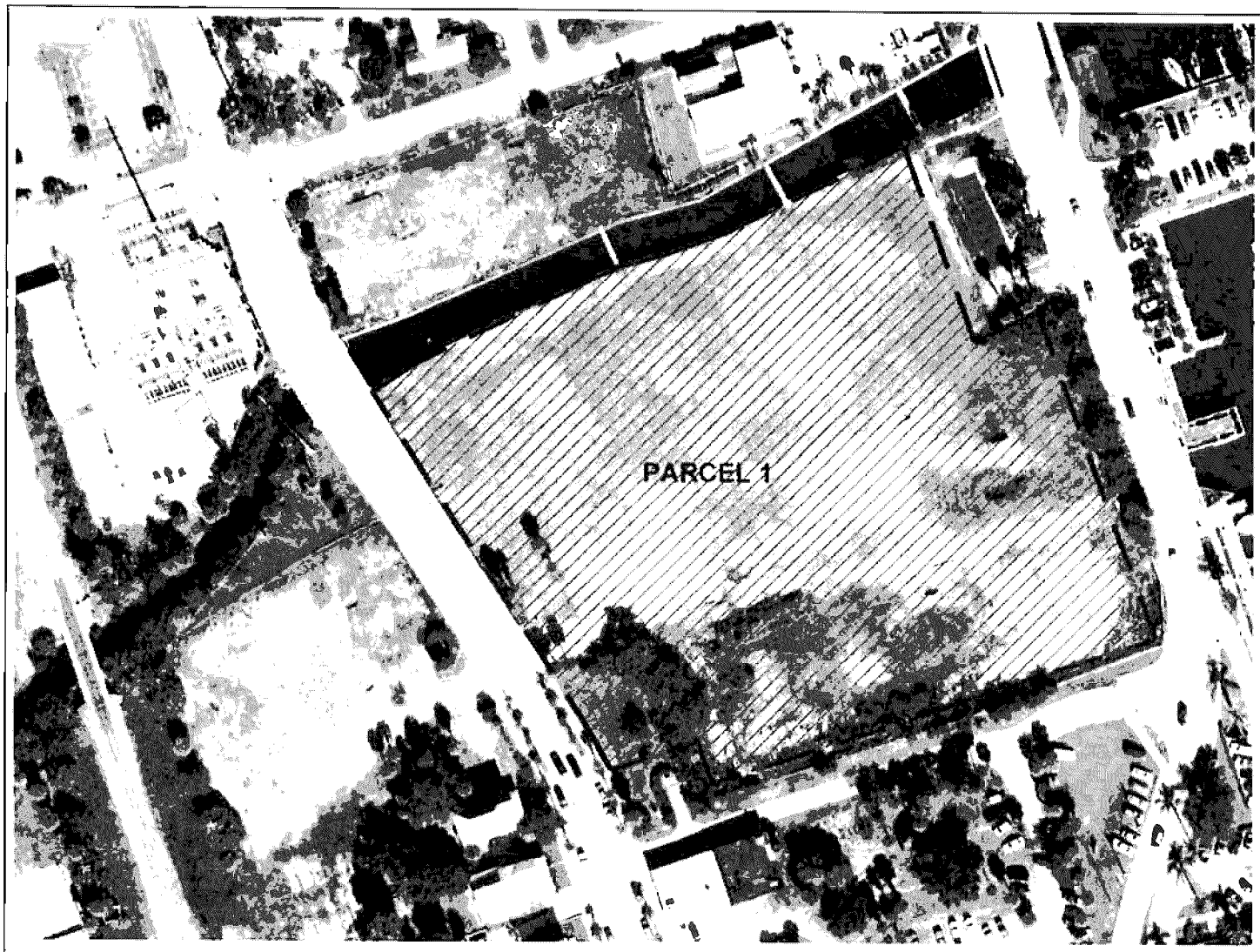


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

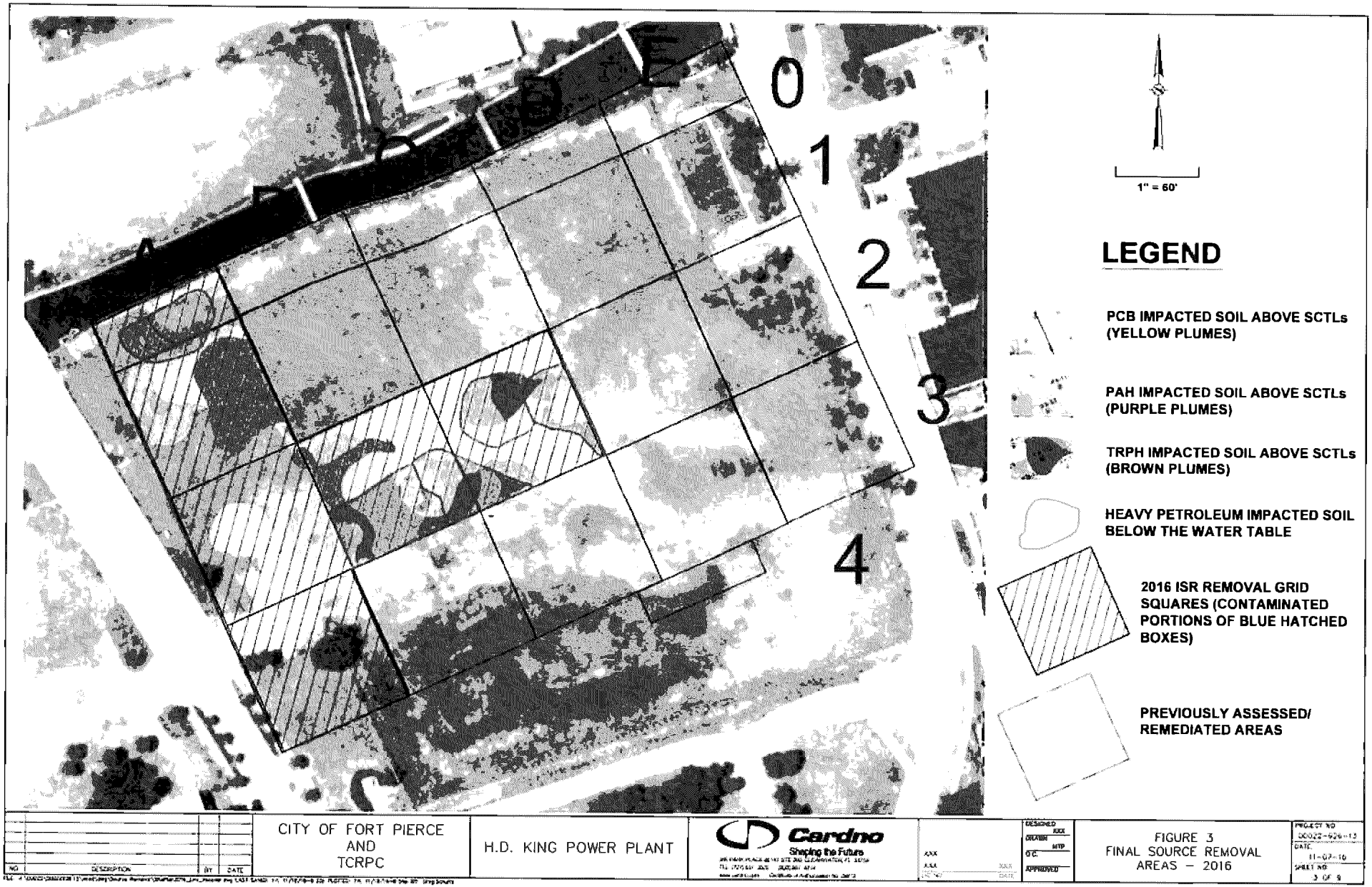
DESIGNED XXX
DRAWN MTP
QC
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 00032-026-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737

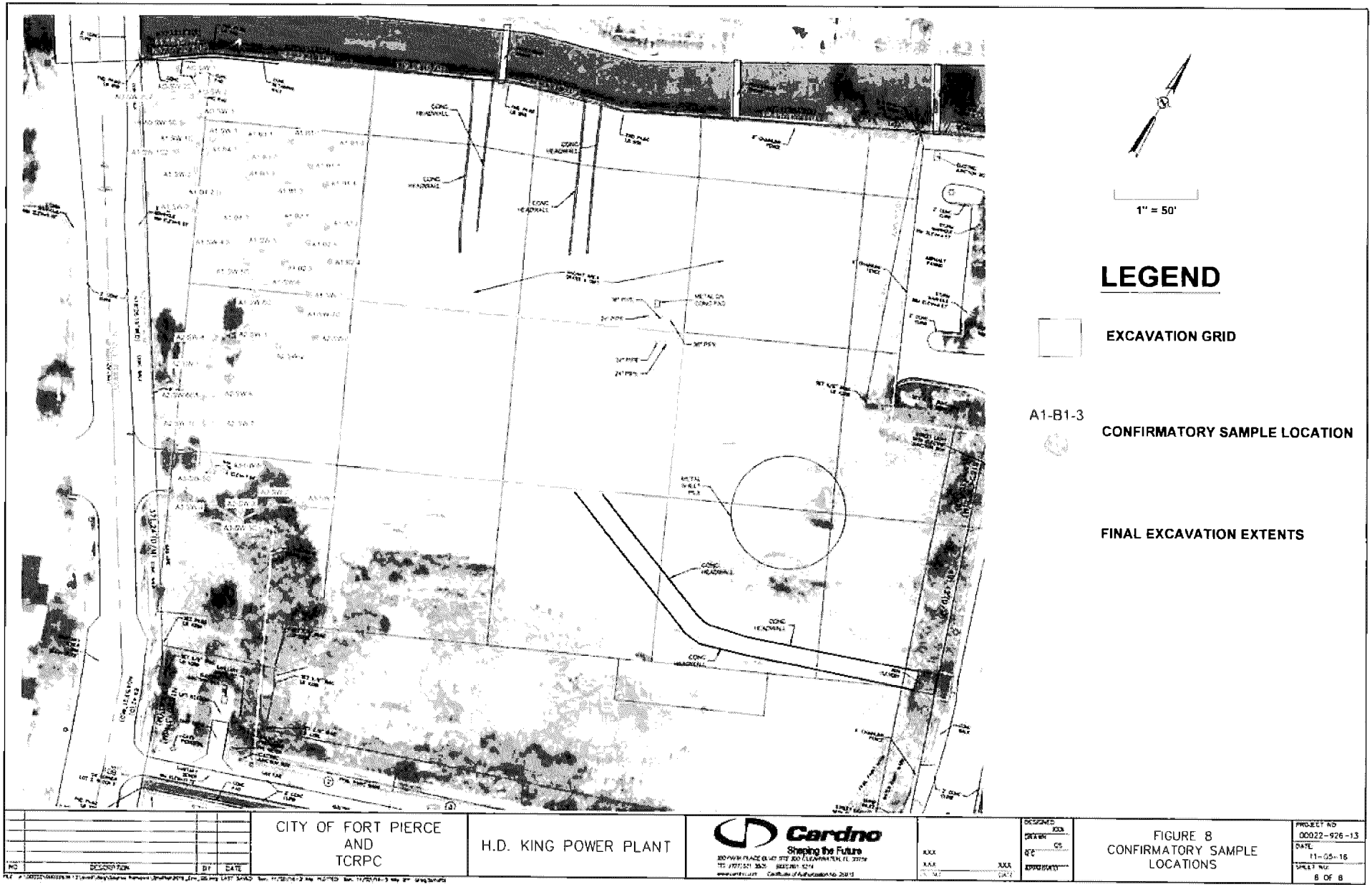


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

OR BOOK 4775 PAGE 2739

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	88	0.034	U	0.112		0.131		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	**0.079**		**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

OR BOOK 4775 PAGE 2740

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo[k]fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101		0.031	U	0.542		0.032	U	0.032	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.824		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

OR BOOK 4775 PAGE 2741

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	21	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.085**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

OR BOOK 4775 PAGE 2742

Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/8/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	30000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

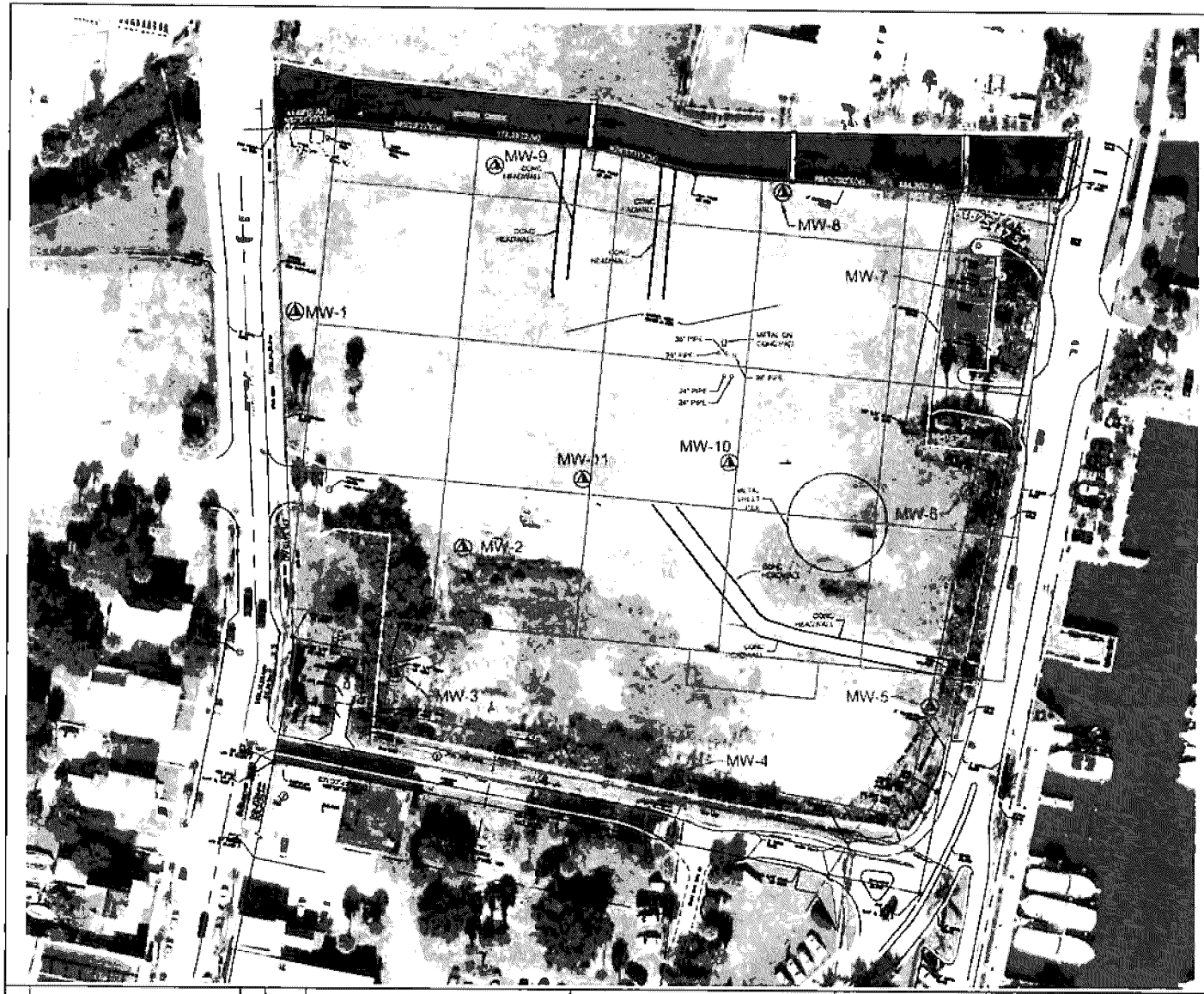
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 7 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2743



1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

OR BOOK 4775 PAGE 2744

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	280	2800	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37	
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5	
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

OR BOOK 4775 PAGE 2745

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dibromochloromethane	124-48-1	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	70	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Ethanol	64-17-5	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethylbenzene	100-41-4	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	o-Xylene	95-47-6	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	p- & m-Xylenes	179601-23-1	ug/L	20	200	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No CTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No CTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No CTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No CTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

OR BOOK 4775 PAGE 2746

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.8		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	2	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3	30	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	3	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	NS CTL	550	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	0.68	6	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	NS CTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	NS CTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	NS CTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.6	170	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	108-96-3	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

OR BOOK 4775 PAGE 2747

Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Diethylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	1,3-Benzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7	J	0.3	U	4.6	J
8270C	Diethylisophthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	700000	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodiphenylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitrosodi-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Octadecane	593-45-3	ug/l	71	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	UJ	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	UJ	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	1.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

OR BOOK 4775 PAGE 2748

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. [illegible] 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Jennifer K Smith
Name: Jennifer K Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

[signature]
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sket.dwg, 3/21/2017 3:45:20 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

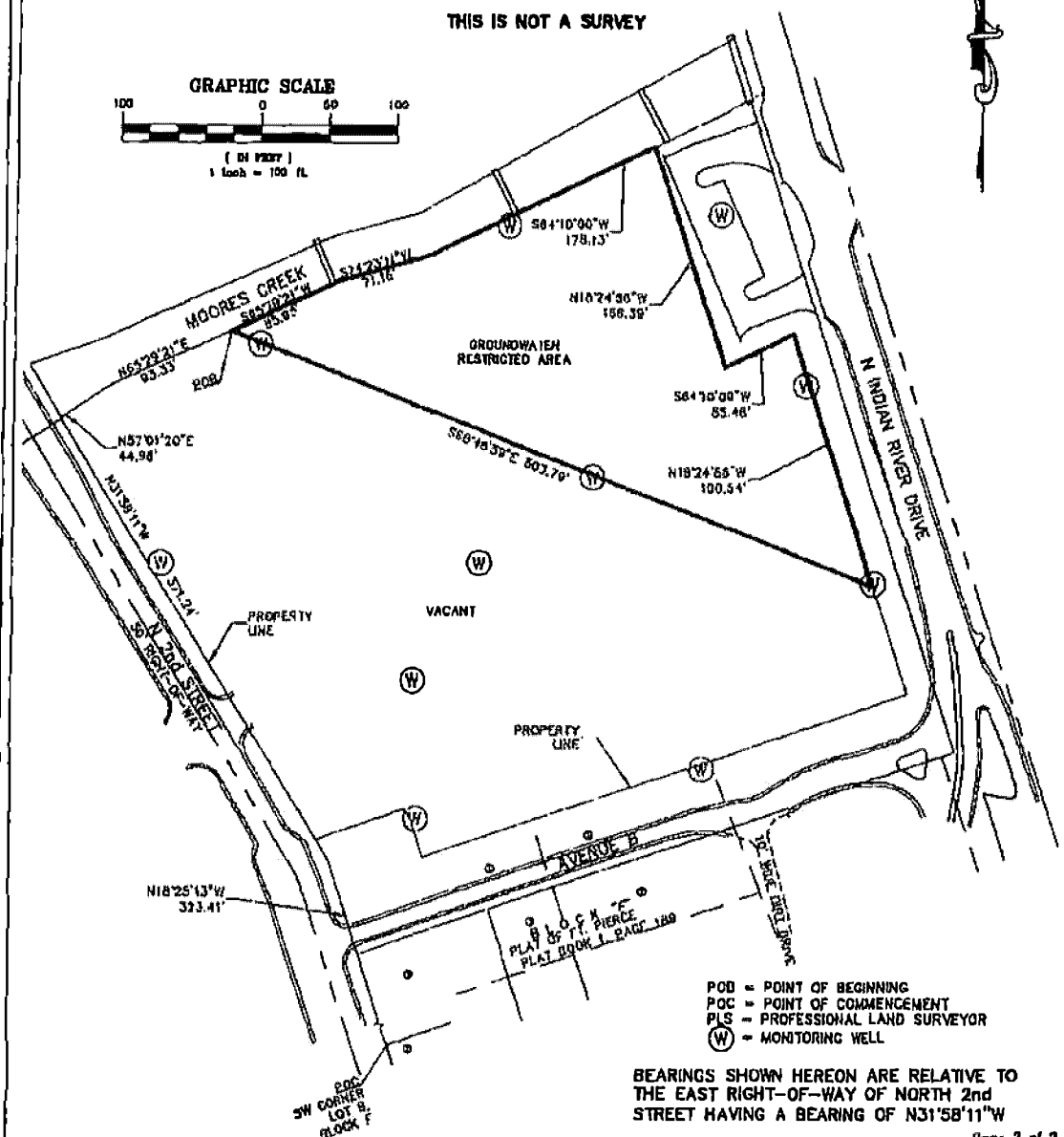
GROUNDWATER RESTRICTED AREA
DESCRIPTION

JOB NO: 13-071 sket.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sked.dwg, 3/21/2017 3:45:57 PM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements and Permitting	180 days	Thu 3/17/22	Sun 9/11/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	60 days	Fri 7/15/22	Mon 9/12/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sun 4/9/23
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon 4/10/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sun 6/11/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Sat 9/28/24	Tue 11/26/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

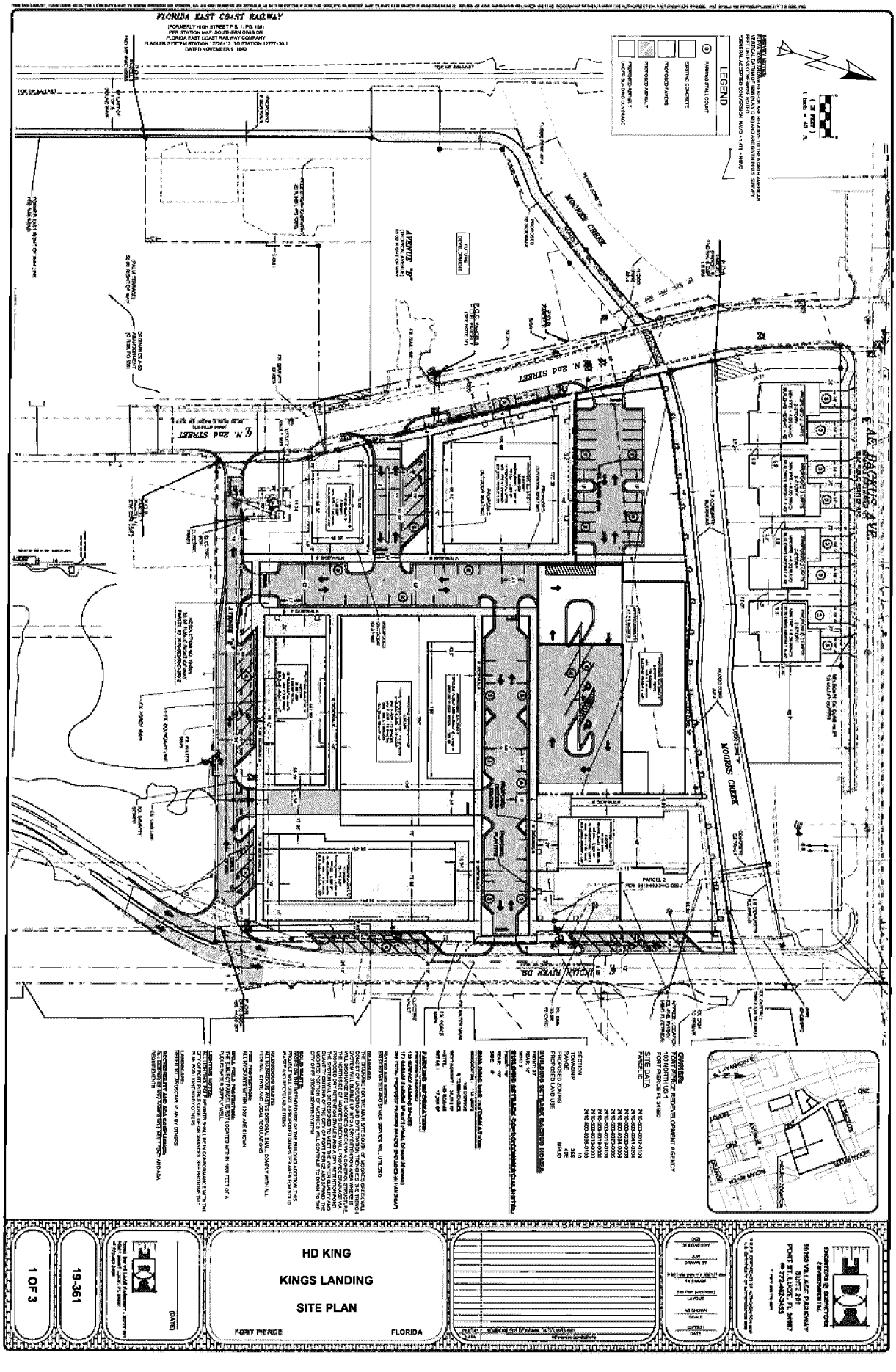
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



JONES
FOSTER

April 5, 2024

Sara Hedges
City Attorney
shedges@cityoffortpierce.com
City of Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, Florida 34950

Re: Audubon Development, Inc.'s Response In Opposition to the City's Notice of Default

Ms. Hedges:

Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). The Firm has been retained relative to the Amended and Restated Agreement for Development of King's Landing, executed February 8, 2022, and the First Amendment to the Amended and Restated Agreement for Development of King's Landing, executed November 8, 2022 (collectively, the "Development Agreement"). This letter responds to the purported Notice of Default, regarding an alleged missed permit deadline, issued by the City on March 21, 2024.

The City's Request for Proposals Regarding King's Landing

As you know, Audubon responded to the City's request for proposals ("RFP") relating to the "King's Landing" property (the "Property"). The H.D. King Powerplant (the "Powerplant") was previously located on the Property. The City represented (1) that the Powerplant was demolished, (2) that the Property was completely remediated, and (3) that the Property offered a "blank slate" for redevelopment.

The City's RFP provided no notice of demolition debris remaining on the Property and no notice of the significant title defects encumbering the Property. Relying on the City's representations, Audubon submitted its proposal. Audubon's proposal was found by the City to have presented the most advantageous proposal.

City Misrepresentations Relating to the Property

After the proposal's acceptance, the City's misrepresentations regarding the Property's readiness for development began to surface.

Scott G. Hawkins
Lainey W. Francisco
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

No Clear and Unencumbered Title

The City did not have clear and unencumbered title to the Property. Indeed, there were several title encumbrances that prevented development and required significant time and effort to resolve. Various parts of the property were formerly submerged lands and potentially subject to state sovereignty rights. The Property was also encumbered by multiple platted public roads that crossed through the site. The City failed to notify those participating in the RFP that the Property contained significant title encumbrances which would have to be resolved before the property could be developed. These title defects were not uncovered until Audubon obtained a title search and had already invested considerable time and money.

No Clean Slate for Redevelopment

Contrary to the City's representations, the Property was not fully remediated following the City's 2008 demolition of the Powerplant. In fact, 3-D radar imaging revealed demolition debris was buried on the site. The sub-surface condition made redevelopment in any significant manner impossible without removal of the debris. Excavation was required to determine the extent of the debris. Further, FDEP approval and supervision would be required to initiate that process.

Despite its responsibility for the 2008 demolition, the City failed to inform Audubon that significant portions of the Powerplant itself remained on the Property. Specifically, Audubon's excavation revealed that the Powerplant's concrete foundations, water intake ducts, and storage tanks were buried between 5 and 10 feet below the surface. Obviously, the Property was <u>not</u> fully remediated following the Powerplant's demolition and was <u>certainly not</u> a "blank slate" for redevelopment. Little more than a park could have been developed on the Property as it was, let alone the multi-story, waterfront structures requested by the City, which necessitated underground pilings.

Audubon Assists the City Despite its Misrepresentations

To move forward with the project, which has significant public support, Audubon agreed to work with the City to cure several title defects and to remediate the Property.

Audubon Helps Cure Title

Despite the City being contractually responsible for curing the title encumbrances, Audubon was forced to step in to help resolve the encumbrances to avoid delaying the project. Audubon's consultants researched and obtained historical records and facilitated discussions between the City and the State regarding the State disclaiming its potential sovereignty rights to the Property. Audubon also reviewed the plat dedications encumbering the Property and worked with the City on their release.

Audubon Remediates Demolition Debris

When the buried debris was discovered through soil boring and imaging, Audubon approached the City for a solution. The City refused to work with Audubon on removing the debris until a site plan was submitted. The City reasoned that it did not want to remove any more debris than was absolutely necessary. Audubon complied and worked with the City on several iterations of its site plan.

When the site plan was approved, the City still refused to remove the debris from the Property. Concerned that the City's behavior would continually delay the project, Audubon contacted the Florida Department of Environmental Protection ("FDEP") for permission to the remove the debris. After months of working with the FDEP on the City's behalf, Audubon received approval for excavation.

Audubon began excavating the site and found entire portions of the Powerplant buried in the ground. In total, approximately 1,500 tons of concrete and debris were removed from the Property's subsurface. Audubon also filled the craters where the Powerplant's foundation and debris were removed. After 22 months and costs estimated to exceed 1.5 million dollars, the Property was deemed fully remediated by the FDEP in August 2023.

As a result of the City's misrepresentations regarding the Property's condition, Audubon incurred additional project delays that never could have been accounted for at the time of closing when project deadlines were set.

The City Delays the Project Review Process

The City promised Audubon a "fast-tracked" review process. Audubon relied on this promise. Despite the City's representation, Audubon was met with several planning and zoning delays by the City. Instead of "fast tracking", the City actually slow-rolled the review process.

City review was a necessary precursor to the submission of building plans and permits. The City's review delays consumed the time remaining in the agreed upon development schedule.

When the City issued its purported Notice of Default, Audubon was still waiting for the City's review of multiple items, which was required prior to submission of any building plan or permit.

The City Wrongfully Declares Default Against Audubon

The City issued its Notice of Default in relation to a purported missed building permit deadline. The City did so, despite being the cause of the delays relating to the missed deadline. On this basis, the City now attempts to declare Audubon's default and to retake the Property. Note, the Property has significantly increased in value as a result of Audubon's legal work and remediation efforts.

The City's Failure to Comply with the Development Agreement

The City cannot declare default without being in compliance with the Development Agreement, itself. The City's numerous misrepresentations constitute a violation of the Development Agreement.

Further, the City has yet to reimburse Audubon for the Property's debris remediation. Pursuant to Paragraph 27 of the Development Agreement, the City agreed "to promptly reimburse Audubon for the cost of the Debris Removal." Despite releasing a portion of the costs held in escrow, the City has yet to fully reimburse Audubon.

Due to its misrepresentations relating to the Property and its failure to reimburse Audubon for remediation of the Property, the City has failed to comply with its own obligations under the Development Agreement. Paragraph 10 of the Development Agreement mandates that the City first be in compliance with its provisions before alleging default. Thus, Audubon cannot be deemed to have defaulted, and the City's attempt to allege such default is wrongful and invalid. Any attempt by the City to retake the Property under these circumstances would represent a violation of due process and an interference with Audubon's protected property rights.

Audubon's Continued Commitment to King's Landing

Despite its frustration with the City's misrepresentations and delays, Audubon remains steadfast in its intent to provide the City with a beautiful mixed use development that enhances the value of the community. Audubon will submit modified deadlines and additional information to the City's officials. Audubon would welcome the opportunity to work with the City to come to a resolution that would benefit both parties and the community. However, if the City fails to rescind its purported Notice of Default by 5:00p.m. on April 12, 2024 and attempts to retake the Property, Audubon will have no choice but to defend its rights pursuant to the Development Agreement and the applicable laws.

Sincerely yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins
Lainey W. Francisco

SGH:ZSF

JONES
FOSTER

April 16, 2024

VIA ELECTRONIC MAIL

Sara Hedges, Esq.
shedges@cityoffortpierce.com
City Attorney, Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, FL 34950

Re: **Audubon Development, Inc.'s Request for Extension of Time to Address the City's Notice of Default**

Dear Attorney Hedges:

Jones Foster, P.A. submits this letter request on behalf of Audubon Development, Inc. ("Audubon") and in furtherance of our discussions on Tuesday April 16, 2024.

The purpose of this letter is to request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024. This extension of time is requested to afford Audubon an opportunity to present to the City and the FPRA a plan to address the City's concerns with a view to completing the King's Landing project. In this regard, it is understood that the Board of the FPRA is meeting on May 14. It is Audubon's plan, and consistent with prior comments from the City Manager to Dale Matteson, to appear before the FPRA Board to present a revised plan and timeline for moving forward and to address the City's questions and concerns at such time.

Audubon remains steadfast in its intent to provide the City with a beautiful mixed-use development that enhances the value of the community. With a view to completing this project, Audubon will submit proposed modified deadlines and address the City's concerns at the FPRA meeting on May 14, 2024.

Very truly yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins
Scott G. Hawkins

Florida Bar Board Certified Business Litigation Attorney

SGH:ZSF
cc: Lainey W. Francisco, Esq

Scott G. Hawkins
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

May 1, 2023

Scott G. Hawkins, Esq.
Jones Foster PA
shawkins@jonesfoster.com

RE: Audubon Development, Inc. – Kings Landing

Dear Mr. Hawkins:

At its special meeting on Friday, April 19, 2024, the Mayor and City Commission considered your request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the Kings Landing project and the development agreement.

The Mayor and City Commission approved providing an additional 45 days to cure the default that was issued on March 21, 2024.

It is our understanding that Mr. Matteson will appear before the FPRA Board along with Marriott Corporation to present a revised plan and timeline for moving forward at the meeting on May 14, 2024.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nick Mimms, City Manager
Sara Hedges, City Attorney

JONES
FOSTER

June 4, 2024

VIA ELECTRONIC MAIL (shedges@cityoffortpierce.com)

Sara Hedges, Esq.
City Attorney
City of Fort Pierce
100 N US 1 Highway
Fort Pierce, Florida 34950

Re: King's Landing / Audubon Development / Concrete Remediation

Dear Sara:

In response to the City's request for a calculation of remediation costs, I have attached three sets of invoices.

The first set of invoices (attached as Exhibit "A") pertains to services rendered by Andersen Andre Consulting Engineers, Inc. These invoices include the costs for geotechnical engineering evaluations necessary prior to the removal of the buried concrete as well as the costs for environmental and groundwater monitoring which was required by the Florida Department of Environmental Protection throughout the remediation. These costs total $60,758.00

The second set of invoices (attached at Exhibit "B") pertains to services rendered by Conkling & Lewis Construction, Inc. These invoices include costs for removal of the buried concrete, for materials and work necessary to fill the void left by the concrete, and for management of the remediation project. These costs total $959,446.30.

Scott G. Hawkins
T 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100, West Palm Beach, FL 33401
jonesfoster.com

The third set includes an invoice (attached as Exhibit “C”) which pertains to services rendered by Engineering Design & Construction, Inc. This invoice includes costs related to the site plan required by the City prior to the commencement of remediation. These costs total $77,340.00.

We are not presenting at this time the legal fees and administrative costs incurred by Audubon and necessitated by the concrete removal and remediation. Audubon reserves the right to include those costs and fees in the event of litigation.

Sincerely,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins

SGH/ts

cc: Lainey Francisco, Esq.

#5585050 v1 33244-00001

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A20-2992
Invoice Date: March 4, 2020
AACE Project No: 20-113

Bill To: Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

EXHIBIT
A

LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
KING'S LANDING DEVELOPMENT
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

(Unit fees per AACE Proposal P19-1387 dated January 7, 2020 (revised)

1.	Layout of Boring Locations and Coordination of Underground Utility Clearance:	
	Staff Engineer; 3 hours @ $80.00/hour	$240.00
2.	Mobilization/Demobilization of drilling equipment	$300.00
3.	Standard Penetration Test borings (2 borings to 75 feet, 5 borings to 20 feet):	
	150 feet of borehole of depths 0-25 feet @ $14.00/foot	$1,820.00
	50 feet of borehole of depths 26-50 feet @ $15.00/foot	$750.00
	50 feet of borehole of depths 51-75 feet @ $17.00/foot	$850.00
	Grouting of boreholes; 4 hours @ $125.00/hour	$500.00
4.	SFWMD Exfiltration Tests: 2 tests @ $400.00/test	$800.00
5.	Test Pit Excavations:	
	Rental of Excavator; 1 day @ $1,500.00/day (incl. mob/demob, fuel, insurance, etc.)	$1,500.00
	Operator; 8 hours @ $55.00/hour	$440.00
	Staff Engineer; 8 hours @ $80.00/hour	$640.00
6.	Laboratory Testing Program:	
	Moisture Content (ASTM D2216); 10 tests @ $25.00/test	$250.00
	Fines Content (ASTM D1140; 10 tests @ $50.00/test	$500.00
7.	Engineering Services & Report Preparation:	
	Principal Engineer (P.E.); 1 hour @ $155.00/hour	$155.00
	Senior Project Engineer (P.E.); 4 hours @ $130.00/hour	$520.00
	Project Engineer (P.E.); 7 hours @ $100.00/hour	$700.00
	CAD/Drafting; 4 hours @ $58.00/hour	$232.00
	Clerical Services; 2 hours $48.00/hour	$96.00

TOTAL INVOICE AMOUNT $10,293.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3721

Invoice Date: February 28, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Retainer per AACE Proposal No. P21-2147 dated December 20, 2021 . . . . . $7,000.00

Invoice Amount:	**. $7,000.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3786

Invoice Date: April 20, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Project Coordination (review of available information, site visit, utility clearance, etc.);
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $350.00
   - 9 wells to 15 feet @ $40.00/foot $5,400.00
   - Decontamination Between Wells; 3 hours @ $125.00/hour $375.00
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells);
   - Staff Engineer; 10 hours @ $85.00/hour $850.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Laboratory Testing (9 Groundwater Samples):
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,350.00
   - Vanadium - 9 samples @ $50.00/sample $450.00

5) Less Retainer Received ..... < -$7,000.00>

Invoice Amount:	**..... $4,790.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A22-3963
Invoice Date: October 6, 2022
AACE Project No: 22-287

Bill To:

Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
KINGS LANDING VILLAS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

---

1. Lump sum per AACE Proposal No. P22-2238 (dated 09/09/22) $3,960.00

TOTAL THIS INVOICE $3,960.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4134
Invoice Date: April 27, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 1
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $400.00
   - Wells, Pads & Riser Construction; 9 wells @ $1,200.00/well. $10,800.00
   - Well Permits; 9 wells @ $50.00/well $450.00
   - Staff Engineer (Well Development); 16 hours @ $85.00/hour $1,360.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells x 2 Sampling Events);
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Monitoring Well Elevation Survey and Groundwater Flow Determination;
   - Project Engineer; 10 hours @ $105.00/hour $1,050.00
   - Senior Field Technician; 10 hours @ $65.00/hour $650.00

5) Laboratory Testing [10 Groundwater Samples (9 samples + 1 duplicate sample)]:
   - EPA Method 8270 - 10 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples @ $50.00/sample $500.00

6) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $22,895.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4204
Invoice Date: July 21, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 2
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Field Sampling;
   07/05/23 - 9 monitoring wells
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

   07/15/23 - 1 monitoring well
   - Staff Engineer; 4 hours @ $85.00/hour $340.00
   - Senior Field Technician; 2 hours @ $65.00/hour $130.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $50.00

3) Laboratory Testing [9 Groundwater Samples]:
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples (9 wells + 1 resampling event) @ $50.00/sample $500.00

4) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $8,355.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A23-4226
Invoice Date: August 16, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

ABANDONMENT OF MONITORING WELLS
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Lump sum per AACE Proposal P23-2706 dated August 11, 2023	$3,465.00
Invoice Amount:	**. $3,465.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

EXHIBIT
B

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
	02	163,872.00	
	03	59,389.33	
Adjusted Invoice	04	4,540.47	
			$ 344,826.37
Earthwork	01	$177,957.50	
	02	77,781.12	
			$ 255,738.67
	Invoiced to Date		$ 600,565.05

Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

EXHIBIT
C

Engineering Design & Construction, Inc.
10250 SW Village Parkway Suite 201
Port St. Lucie, FL 34987

ENGINEERS & SURVEYORS
ENVIRONMENTAL

Invoice

Date	Invoice #
3/14/2022	

Bill To

Audubon Development Dale Matteson
184 Sunset Avenue, # 38 Palm Beach, FL 33480

Kings Landing Site Plan

P.O. No.	Terms	Account #	Project
	Net 15		Kings Landing - 19-361

Description	Contract Amount	Previously Billed	% Billed
Team / Agency Meetings (T&E)	15,000.00	23,163.75	154.43%
Due Diligence	10,250.00	10,847.50	105.83%
~~PUD Plan & Regulations~~	~~8,500.00~~		~~0.00%~~
Development Review Approval - City of Fort Pierce	12,650.00	12,650.00	100.00%
Prep & Rep of 1st Round Staff Comments	4,800.00	1,380.00	28.75%
Environmental Assessment	1,840.00	1,840.00	100.00%
Boundary / Topo Survey	18,200.00	18,200.00	100.00%
Sketch & Description per Lee Dobbins dated 02/18/2020	1,200.00	1,200.00	100.00%
Photometric Plans approved per Dale Matteson on 04/07/2021	1,450.00	1,450.00	100.00%
Site Plan Graphic	1,700.00	1,700.00	100.00%
Engineer's Cost Estimate (Approved 2/8/22)	1,250.00	1,250.00	100.00%
Updated ALTA to new Commitment date (Approved 3/8/22)	500.00	500.00	100.00%
Reimbursables - 5%			
	77,340.00	74,181.25	

Contract Amount:	$	77,340.00
Billed to Date:	$	74,181.25
Unbilled:	$	11,920.00

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
	02	163,872.00	
	03	59,389.33	
Adjusted Invoice	04	4,540.47	
			$ 344,826.37
Earthwork	01	$177,957.50	
	02	77,781.12	
			$ 255,738.67
	Invoiced to Date		$ 600,565.05

Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 5, 2022

Bl. #1243
10/14/22
$117,024.58

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-01

MATERIALS:

FDEP (STATE).		$ 250.00
HOME DEPOT/LOWES.		732.80
JM VIKING.		1,766.92
MY SAFETY SIGN.		148.73
RAPID REMOVAL.		65,213.00
ST. LUCIE CO.		38.52
UNITED RENTAL.		1,742.58
	TOTAL MATERIAL	$ 69,892.55

LABOR:

SUPERINTENDENT.		$ 33,600.00
LABORER.		1,935.00
	TOTAL LABOR	$ 35,535.00
G.C. FEE (10%).		$ 10,542.76
G.C. INSURANCE (1%).		$ 1,054.28
	TOTAL INVOICE	$117,024.58

TOTAL INVOICED TO DATE $117,024.58

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

November 16, 2022

PO #RLW
12/5/22
$163,872.60

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-02

MATERIALS:

EAST COAST LUMBER.	$ 71.62
INDIAN RIVER OXYGEN.	5,209.57
RAPID REMOVAL.	127,146.00
UNITED SITE.	800.17
TOTAL MATERIAL	$ 133,227.36

LABOR:

SUPERINTENDENT.	$ 22,200.00
CARPENTER.	5,943.00
TOTAL LABOR	$ 28,143.00

G.C. FEE - BALANCE OF $16,000.00. . . .	$ 888.51
G.C. INSURANCE (1%).	$ 1,613.70
TOTAL INVOICE	$ 163,872.60

TOTAL INVOICED TO DATE $280,897.20

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 26, 2022

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-03

MATERIALS:

EAST COAST LUMBER.	$	15.48
RAPID REMOVAL.		40,000.00
UNITED SITE.		1,634.00
TOTAL MATERIAL	$	41,615.82

LABOR:

SUPERINTENDENT.	$	14,850.00
CARPENTER.		2,035.00
TOTAL LABOR	$	16,885.00

G.C. FEE	$	N/C
G.C. INSURANCE (1%).	$	888.51
TOTAL INVOICE	$	59,389.33

TOTAL INVOICED TO DATE $340,286.48

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

June 12, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01A

MATERIALS:

NATURES KEEPER.		$ 3,234.33
THOMAS PRINTWORKS.		177.33
UNITED SITE.		3,713.98
	TOTAL MATERIAL	$ 7,125.64

LABOR:

SUPERINTENDENT.		$ 18,600.00
CARPENTER.		330.00
	TOTAL LABOR	$ 18,930.00
G.C. FEE		$ 2,605.56
G.C. INSURANCE (1%).		$ 260.56
	TOTAL INVOICE	$ 28,921.76

TOTAL INVOICED TO DATE $369,241.90

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 21, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-03

MATERIALS:

ANDERSON ANDRES.	$ 3,860.00
BCM.	139,039.60
CITY OF FT. PIERCE.	500.00
EAST COAST LUMBER.	73.13
FERGUSON.	1,605.00
GOOD NEIGHBOR FENCE.	5,896.40
HOME DEPOT.	667.36
JM VIKING.	1,200.00
PARK'S RENTAL.	171.20
PORT POTTY.	179.76
THOMAS PRINTWORKS.	103.08
UNITED RENTAL.	3,404.32
UNITES SITE SERVICES.	378.44
TOTAL MATERIAL	$ 157,078.30

LABOR:

SUPERINTENDENT.	$ 11,400.00
LABORER.	1,005.00
TOTAL LABOR	$ 12,405.00
G.C. FEE 4%.	$ 6,779.33
G.C. INSURANCE (1%).	$ 1,694.83
TOTAL INVOICE	$ 177,957.50

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 20, 2023 Feb 29, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01

MATERIALS:

BCM CONSTRUCTION.	$ 50,192.00
BCA INC.	790.00
CITY OF FT. PIERCE.	19.00
EAST COAST LUMBER.	83.71
FEDEX.	38.10
GARDEN LOCK & KEY.	160.50
GRAINGER.	325.57
HOME DEPOT.	368.21
JM VIKING.	1,600.00
PARK'S RENTAL.	889.97
REGAL PAINT.	349.21
STATEWIDE INC.	5,250.00
THOMAS PRINTWORKS.	135.99
TOTAL MATERIAL	$ 60,202.26

LABOR:

SUPERINTENDENT.	$ 13,875.00
TOTAL LABOR	$ 13,875.00
G.C. FEE 4%.	$ 2,963.09
G.C. INSURANCE (1%).	$ 740.77
TOTAL INVOICE	$ 77,781.12

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 21, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01B

MATERIALS: PURCHASE AND DELIVERY

OFFICE TRAILER.		$ 16,000.00
	TOTAL MATERIAL	$ 16,000.00
G.C. FEE		$ N/C
G.C. INSURANCE (1%).		$ N/C
	TOTAL INVOICE	$ 16,000.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01B

PRE-CON FEE.		$ 318,500.00
	TOTAL MATERIAL	$ 318,500.00
	TOTAL INVOICE	$ 318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Precon Services

Year 2019	July - December	5 months/22 wks
Year 2020	January - December	12 months/52 wks
Year 2021	January - December	12 months/52 wks
Year 2022	January - December	12 months/52 wks
Year 2023	January - September 19	9 months/42 wks

Greg's average time 4.5hrs/wk @220 wks @ $250.00 per hr.	$247,500.00
Kenny's average time 2.25hrs/wk @218 wks @ $150.00 per hr.	$ 73,500.00
Total	$318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

HARBERT
REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: May 9, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform due diligence including further studies and discovery on: the updated City approved project development schedule, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, approved initial site plan (to be reviewed for modification), the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive/No-Shop:

During the Due Diligence period, HRS will have the exclusive right to JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel:	$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 55%, and AD will have a GP interest of 45%.

HRS will invest up to $2,444,750 of the GP equity in the form of cash; HRS commits to raise an additional $37,405,525 investor limited partners (LP) funds; AD will invest $2,000,250 GP equity in the form of the land, and $2,599,750 LP equity in the form of land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 55% to HRS and 45% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS will be a loan guarantor and be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: TBD

HARBERT REALTY SERVICES

11. Debt/Equity Structure

Hotel

a. ***Development Fee*** – **TBD**

b. ***Pre-Opening and Technical Fees - TBD***

c. ***FF& E/OS&E Sourcing - TBD***

d. ***Hotel Management Fees*** - **TBD**

12. Promote:

The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.

The hotel promote will be determined…

13. Management Responsibilities:

Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.

14. Transfer Provision:

No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members:

No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions:

The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality:

Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only

Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into Development Agreements with Members.

c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements with the exception of Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: DAVID MATTESON

Name:

Its: PRESIDENT & CEO

Date: 5.9.24

Harbert Realty Services. LLC:

By:

Name: WILLIAM E WARE

Its: VP OF DEVELOPMENT

Date: 5.9.24

HARBERT
REALTY SERVICES

2 North 20th Street
Suite 1700
Birmingham, AL 35203
205.323.2020
www.harbertrealty.com

June 10, 2024

Mayor Linda Hudson
City Commission
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Kings Landing / Lead Developer

Dear Mayor Hudson and Members of the City Commission

This letter is written to express support by Harbert Realty Services of the King's Landing project, and interest and intent to be the lead developer and arrange funding for its development. We continue to be in substantial discussion with Dale Matteson, President of Audubon Development, Inc., and look forward to being one of the funding partners in this project which entails a first-class Marriott Hotel under the Tribute Brand, commercial, retail and restaurant venues, and associated residential villas.

We previously authorized Mr. Matteson to share a Memorandum of Understanding which outlines our proposed partnership, and funding responsibilities. As Audubon and Harbert move forward with a Mariott approved franchisee, the full scope of that financing will be documented. Harbert also continues to work with Mr. Matteson on modeling all other aspects of this project. In summary, Harbert relishes the opportunity to build a long-term relationship with the City of Ft. Pierce and its communities, the Marriott Corporation and its franchisee, and Mr. Matteson.

I regret that I cannot attend your June 11 meeting in person. To be clear, however, please let this letter serve as confirmation of Harbert's intentions as expressed herein and in the MOU, and demonstration of our desire to continue our efforts.

I would be happy to consult with the City Planning staff in due course and plan to attend future meetings of the Commission to provide updates related to the project.

In the interim, please advise of any questions.

Sincerely,

William E. (Bill) Ware, Development Vice President
Harbert Realty Services

HARBERT
REALTY SERVICES

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: July 25, 2024

This agreement ("Agreement") is a summary of salient business terms of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The

JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform continued due diligence including further studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost, and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, City approved initial site plan, as amended (being reviewed for modification), the City Florda Job Growth Infrastructure Grant and Amendment One thereto the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive, Approval Period:

For a period of six (6) months, including the Due Diligence Period, HRS will have the exclusive right to execute the JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners. Following the Due Diligence Period, HRS and AD will have a period of three (3) months to submit and receive any and all required site plan and schedule modifications from the City, the ("Approval Period").

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel: $55,000,000

10. Debt/Equity/Structure: Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 60%, and AD will have a GP interest of 40%.

HRS will invest up to $2,667,000 of the GP equity in the form of cash; HRS commits to raise an additional $36,738,500 investor limited partners (LP) funds; AD will invest $1,778,000 GP equity in the form of the land, and $2,822,000 LP equity in the form of land. AD has paid approximately $2,000,000 in qualified project expenses. AD will have the option of being reimbursed these expenses, or contributing this amount as additional LP funds. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 60% to HRS and 40% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS and AD will be loan guarantors and each be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: 1% of the total construction contracts for the project to be paid to HRS for services to be rendered.

11. Debt/Equity Structure	Hotel Please see separate signed MOU between Mainsail Lodging and Development and HRS attached.
12. Promote:	The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter.
13. Management Responsibilities:	Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.
14. Transfer Provision:	No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.

15. Admission of Additional Members: No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

16. Buy/Sell Provisions: The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

17. Confidentiality: Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into a Development Agreement with Members.

c. *Management Agreements:* The Company will enter into a property management agreement with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement with Members to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS and AD to provide a guaranty on the construction loan.

HARBERT
REALTY SERVICES

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: _____

Name: Dale Mathison

Its: President - CEO

Date: 7/25/24

Harbert Realty Services. LLC:

By: _____

Name: David R. Williams

Its: President and CEO

Date: July 25, 2024

FPRA Regular Meeting - 5:05 p.m. **9. a.**

Meeting Date: August 13, 2024

Re: FPRA Programs & Activities Summary

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

---

SUBJECT:

FPRA Programs & Activities Summary

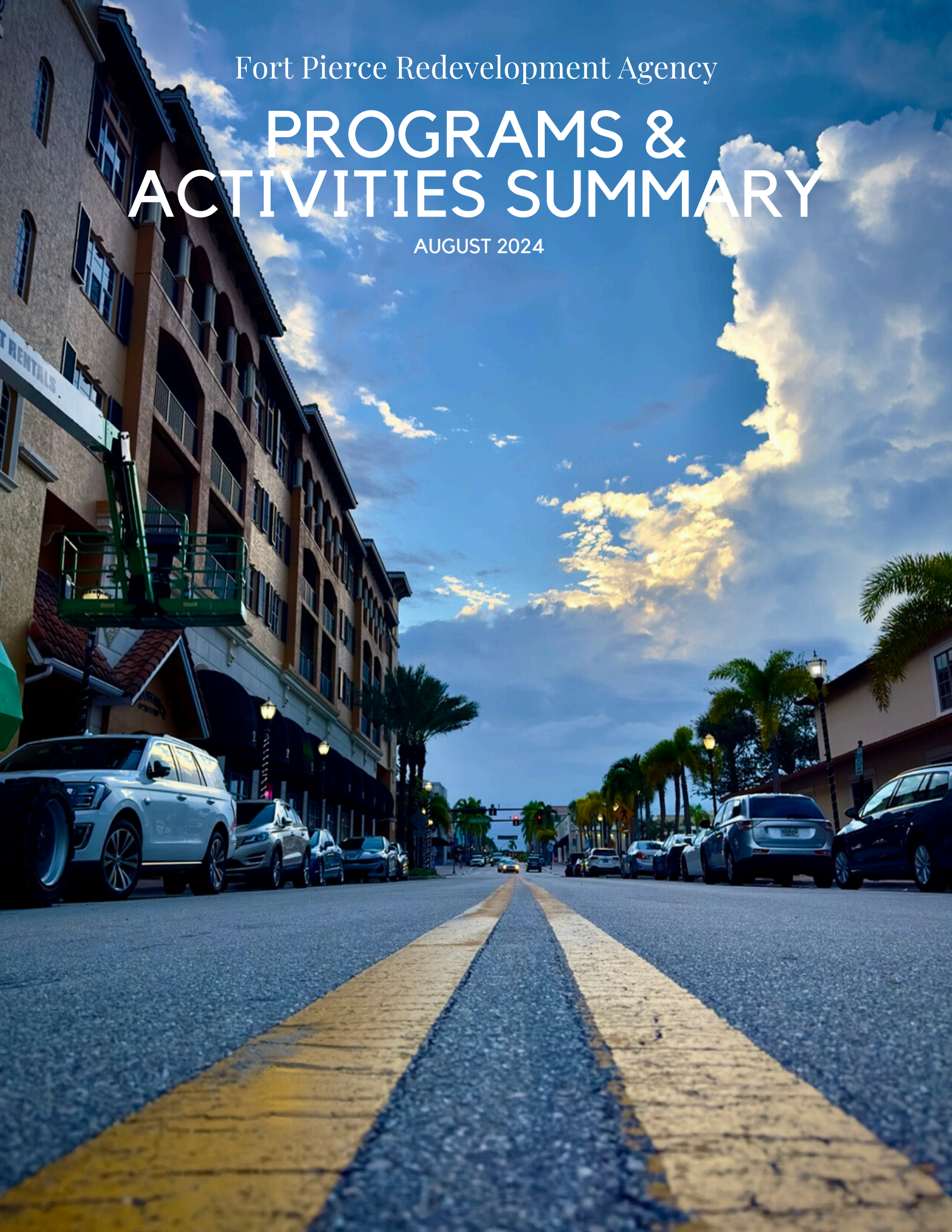
Attachments

FPRA Programs & Activities Summary

Fort Pierce Redevelopment Agency

PROGRAMS & ACTIVITIES SUMMARY

AUGUST 2024



Freebee

Freebee is a free, on-demand, 100% electric transportation service that serves the Fort Pierce Redevelopment Agency's districts. This program was launched on February 15, 2023 as a 1 year pilot program to provide consumers with door-to-door service to local businesses, beaches, and local events from Thursday to Sunday. After a year of service and much success, the FPRA and St. Lucie County received an FDOT grant that will help fund this program for another 3 years and extend service days, hours and locations. At the May 14, 2024 FPRA meeting, the Master Service Agreement with BEEFREE, LLC was approved to continue the service and expand the boundaries and days and hours of operation beginning June, 2024.



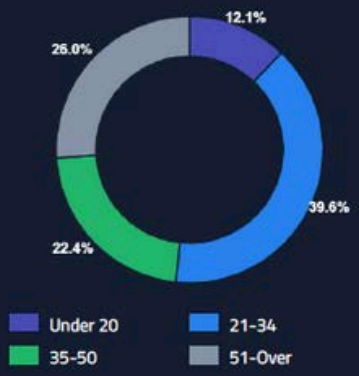


Service Focus: Freebee's services primarily focus on transporting individuals between their homes and local businesses, and vice versa. This refined approach underscores our commitment to supporting the local economy by facilitating convenient and sustainable transportation options.

Zone Summary



July Ridership

COMPLETED RIDES	TOTAL PASSENGERS	AVG AGE
3,523	5,116	

AVG DRIVER RATING
4.82

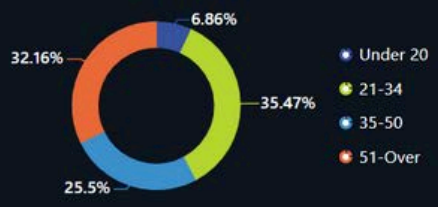
AVERAGE TIME	Ride request to selected	0.70m	Ride request to pickup	23.68m	
RIDES BY WAITING TIMES	0-10 Min 746	10-15 Min 554	15-20 Min 496	20-30 Min 798	30+ Min 929

APP RIDES	FLAG DOWN RIDES	MEN DRIVEN	FEMALE DRIVEN
3,116	218	2,597	2,519

June Ridership

COMPLETED RIDES	PASSENGERS	AVG DRIVER RATING
2,094	3,289	4.88

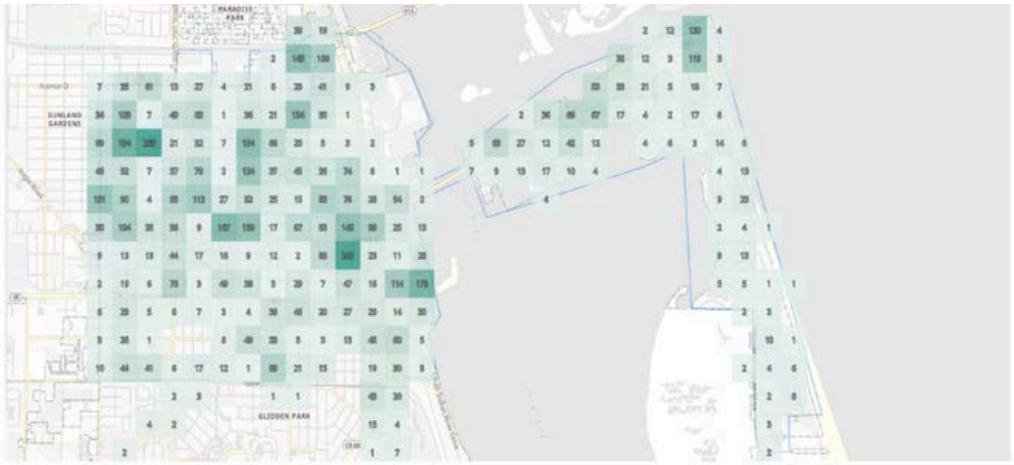
MEN DRIVEN	FEMALE DRIVEN	VMT
1,757	1,532	0



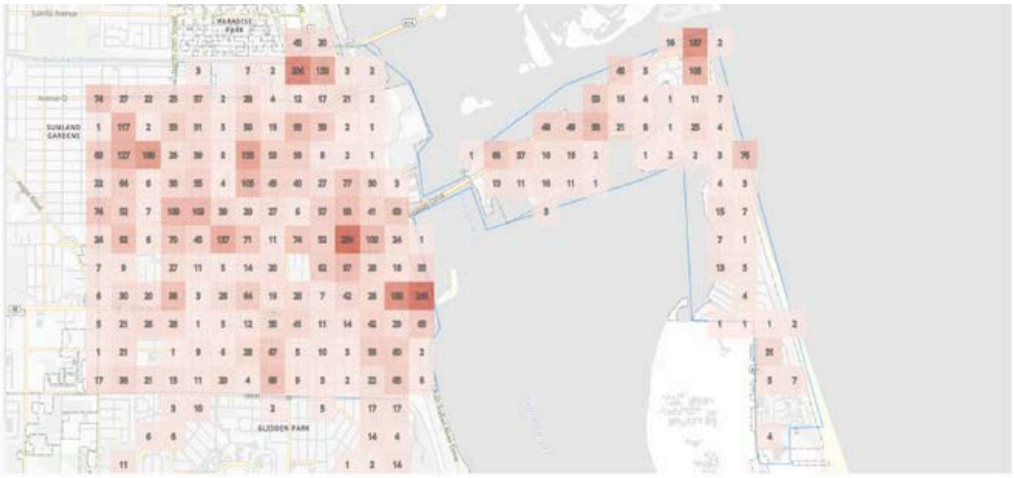
Freebee

Heat Map

Rides Request Pick up



Rides Request Drop-off



PASSENGERS AND RIDES BY MONTH (YTD)

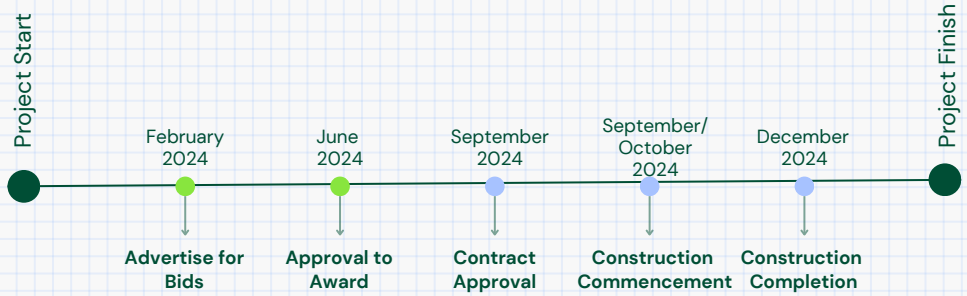


Parking Infrastructure

Project Timeline

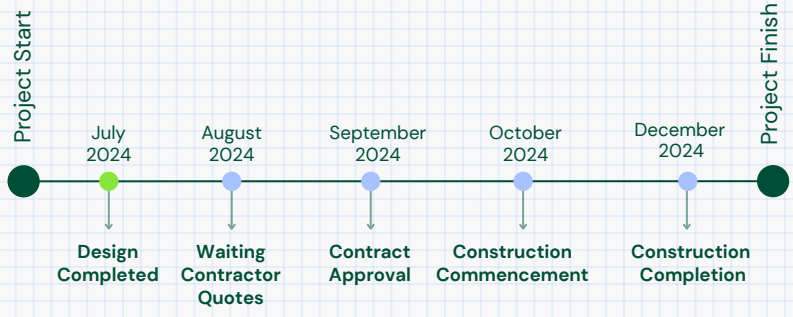
1200 Avenue D & Means Ct.

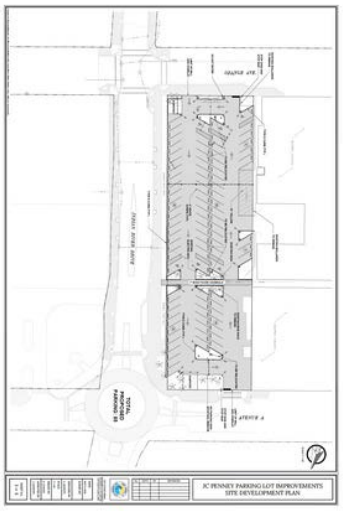
The construction contract was awarded to the low bidder, Close Construction Services, LLC at the June FPRA meeting.
The parking lot is to be constructed at the southeast corner of Avenue D and Means Court and will include curbing, landscaping, site lighting, custom bike rack, and pedestrian access to Avenue D.



Project Timeline

JC Penney Parking Lot





Surplus Property

The restoration of Fort Pierce's neighborhoods is a key strategy to revitalizing the Fort Pierce Redevelopment Area (FPRA). An effective strategy to accomplish this goal is by selling surplus property owned by the FPRA. When the FPRA Board formally designates a property as surplus, it will be put up for sale to the public through a Request for Bids.

We are pleased to announce that the following five properties will be available for sale via the Purchasing Department bid process in the month of September:

- 2403-711-0001-000-3 Dundas Ct - Appraised value $22,000
- 2404-710-0017-000-8 N 22nd St – Appraised value $22,000
- 2404-808-0021-000-9 1306 N 16th St – Appraised $22,000
- 2404-812-0009-000-2 Avenue I – Appraised $20,000
- 2409-506-0038-000-9 427 N 16th St – Appraised $22,000

The FPRA has identified the property situated at 321 N. 13th Street as the designated site for installing a manufactured/modular home. Recently, a Request for Qualifications (RFQ) was issued to solicit proposals from qualified manufactured/modular home installers. We received one submission. We eagerly anticipate collaborating with this selected contractor to provide the much-needed essential housing by the end of 2024.



Commercial Façade Grant

The Commercial Façade Grant Program aims to support the revitalization of commercial corridors within the FPRA District by encouraging private investment in improvements that enhance building and property appearance, and eliminate blight and non-conforming design standards. This initiative is intended to stimulate redevelopment in the FPRA District, enhancing visual aesthetics and leading to increased property values, tenant occupancy, economic development, and job creation. This grant program offers financial assistance in the form of a reimbursable grant, matching 50% of costs up to $25,000. To qualify, properties must be located within the FPRA District and be commercially zoned.

Great news! The Commercial Façade program is now open and accepting applications offering further opportunities to property owners to participate and benefit from this revitalization initiative.
The property located at 207 Orange Avenue will be recommended for award at the upcoming CRA Advisory Committee meeting and FPRA meeting.

Dean Properties LLC, located at 809 Delaware Avenue, has successfully completed their ambitious commercial façade project. This significant enhancement not only revitalizes the building's exterior but also contributes to the overall aesthetic improvement of the neighborhood. The renovation creates an inviting space that aims to boost pedestrian activity and enhance local involvement. As part of their broader vision, Dean Properties LLC is excited to announce their plans to open the Bluebird Café by the end of 2024. The Bluebird Café promises to be a charming and inviting spot, offering a unique blend of gourmet coffee, artisan pastries, and a warm, welcoming atmosphere. We eagerly await the grand opening and the vibrant energy it will bring to the area.





The application period will remain open until all allocated funds are depleted. For eligibility requirements and to apply, please visit: FPRA Grants | Fort Pierce, FL - Official Website (cityoffortpierce.com).

Paint Program

The FPRA Paint Program was established to encourage commercial and residential property owners to improve the exterior of their structures. The purpose of this program is to brighten and transform both residential and commercial properties situated within the FPRA District. The program offers financial support in the form of a reimbursable grant, providing up to $1,000 per home or business to cover the expenses related to exterior paint and paint supplies.

$37,832.15
Disbursed

47
properties have been approved for reimbursement

$12,167.85
Remaining in the budget

The FPRA Paint Program is successfully achieving the goals by helping property owners to revitalize and renovate their commercial and residential properties within our district. This program sets in motion the catalytic effect of making neighborhoods more welcoming and enticing to visitors, residents, and potential homebuyers.

Of the approved properties, twenty-two are commercial establishments, highlighting the program's impact on enhancing the attractiveness of local businesses. Additionally, twenty-five residential properties have been approved, demonstrating the program's success in fostering pride and investment among homeowners.



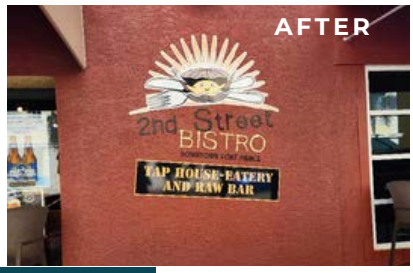
The application period will remain open until all allocated funds are depleted. For eligibility requirements and to apply, please visit: FPRA Grants | Fort Pierce, FL - Official Website (cityoffortpierce.com).

Commercial Sign Program

As part of the commitment to increase local business awareness, economic productivity, and the overall visual appeal of the Fort Pierce Redevelopment Agency (FPRA), the FPRA has launched the Commercial Sign Grant Program. This program encourages property owners to upgrade their signage, replacing old and outdated ones with modern and visually appealing signs. Upgrading signage is not only more aesthetically attractive for the residents and visitors in our community but also increases the brand exposure of businesses to improve the chances of new customer acquisition and repeat business.

The program provides financial assistance by offering a reimbursable grant of up to $5,000 per property. This grant is being offered to existing businesses and can be used towards a new sign or to upgrade and replace old and outdated signs with modern and visually appealing signs.
The property must be located within the FPRA District to be eligible for this program. The funds will be distributed on a first-come, first-served basis until all funds are depleted.







$31,662.50
Allocated to businesses for sign upgrades

8
businesses have been approved for reimbursement

As of today, the Commercial Sign Program continues to accept applications for participation, demonstrating ongoing interest and engagement from property owners within the FPRA District.

The application period will remain open until all allocated funds are depleted. For eligibility requirements and to apply, please visit: FPRA Grants | Fort Pierce, FL - Official Website (cityoffortpierce.com).

Old St. Anastasia

Exterior Restoration

On August 8, 2023, through a competitive bid process, the Fort Pierce Redevelopment Agency (FPRA) selected Innovative Masonry Restoration, LLC (IMR) as the contractor to restore the exterior structure of the Old St. Anastasia Catholic School Building. The building is situated on Orange Avenue, and the FPRA Board has allocated a budget of $588,168.46 for the exterior restoration.
The project's objective is to enhance the community's aesthetic appeal while also eliminating slum and blight. The restoration will entail repairing and revitalizing the building's exterior to resemble its original appearance.

On June 19, 2024, the contractor began the initial phases of the restoration process by moving equipment onto the property and starting work on the historic building.

The restoration crew has been diligently working on the removal of deteriorated areas from the building while salvaging as much of the historic materials as possible for reuse in the reconstruction phase. This careful approach ensures that the restoration maintains the authenticity and historical integrity of Old St. Anastasia.
Currently, the project is progressing with the placement of samples on the building. Samples for precast, stucco, and wood are being installed to determine the best matches for the original materials. Each sample has been carefully selected to ensure it aligns with the architectural style and period of the building.
In addition to the installation process, pieces of these samples have been sent to a laboratory for custom color matching. This step is crucial in achieving a harmonious color palette that respects the historical aesthetics of Old St. Anastasia.











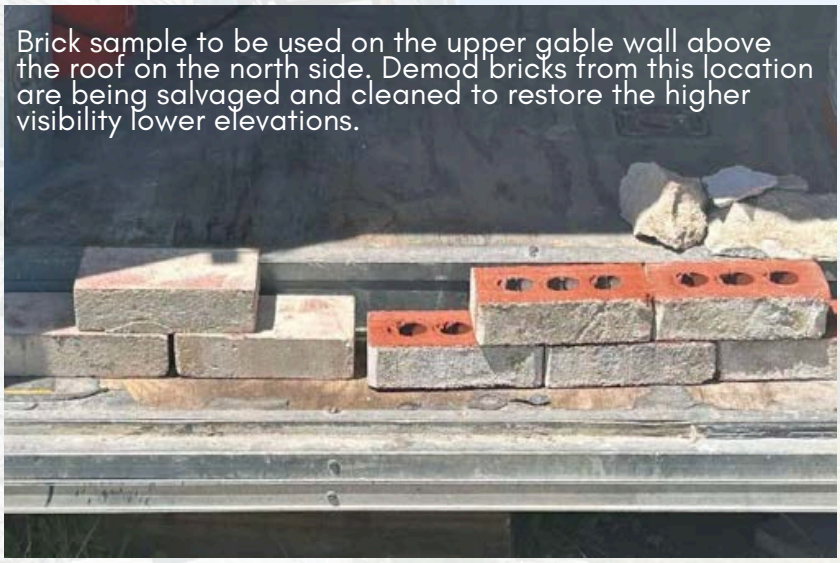
Precast patching sample



Custom formulated mixes for patching samples of the precast and foundation



Precast foundation patching sample



Brick sample to be used on the upper gable wall above the roof on the north side. Demod bricks from this location are being salvaged and cleaned to restore the higher visibility lower elevations.

Brick mortar sample

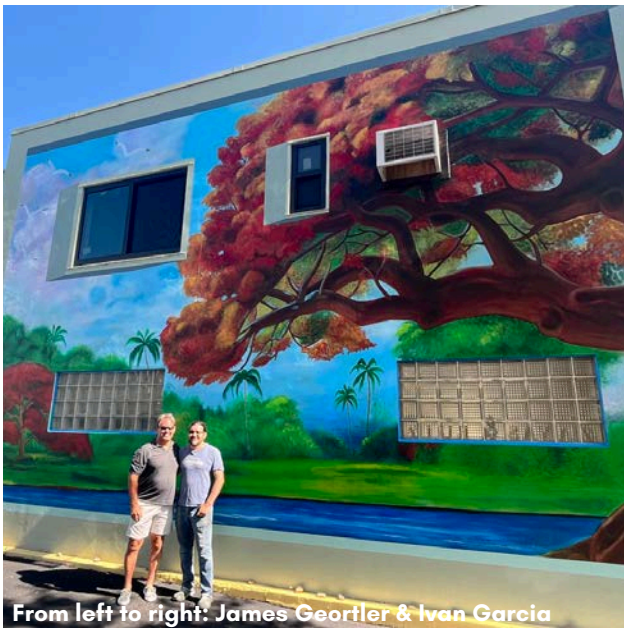


PEACOCK ARTS DISTRICT

Mural Program

The FPRA is thrilled to introduce the newest masterpiece in the Peacock Arts District, this breathtaking artwork titled "Poincianas Hand,” was inspired by the building's name, "Royal Poinciana." Property owner James Goertler envisioned a mural that beautifully captured the essence of the poinciana tree, echoing the iconic style of the legendary Highwaymen artists. Through this mural, James pays homage to their legacy and profound influence on our city's art scene and history.





From left to right: James Geortler & Ivan Garcia



Artist Spotlight:
Ivan Garcia from Clarksville, TN

Ivan Garcia, a talented artist with roots in Mexico, California and Tennessee discovered from the young age of 8, his passion for painting, and since then, he's been capturing hearts with his vibrant creations.
What sets Ivan apart is his deep connection to people. He thrives on interacting with others, knowing that his art can spark moments of happiness and wonder.

For Ivan, art isn't just about colors and forms—it's a powerful means of expression that bridges cultures and brings communities closer together.
Ivan brought James' vision to life with his creativity of using a tree in the shape of a hand and highlighting how the Highwaymen artists were deeply rooted in and served as a profound illustration of the Highwaymen's significance in Fort Pierce's culture.

The next mural in the Peacock Arts District is planned for **717 Orange Avenue**. The artist selected for this project has a unique design style that promises to bring a fresh perspective to the area. The City Attorney's Office has reviewed the agreements between the artist and the property owner, and the next step involves presenting these agreements to the FPRA Board for final approval.

Staff is actively working with other property owners along Orange Avenue and beyond to identify new locations for murals. This effort is part of our commitment to expanding the PAD Mural Program and ensuring that art continues to thrive in our community.

Wayfinding

The City of Fort Pierce/Fort Pierce Redevelopment Agency issued a Request for Proposals (RFP) for the design, permitting, production, and installation of various types and quantities of wayfinding signs throughout the city. RFP 2023-010 was issued on December 28, 2021 and ten (10) proposals were received by the deadline of February 21, 2023.

Staff received authorization to negotiate a contract with the highest ranked respondent, Don Bell Signs, Inc. of Port Orange, Florida for a Comprehensive Wayfinding Program consisting of approximately 62 sign assets (Gateway/Entrance Signs, Wayfinding Directional Signs, District Brand Signs and Public Parking Signs) on May 9, 2023.

Gateway & Wayfinding Signs

In November 2023, design modifications were finalized.

Locations

In February, Locations for the Gateway signs were chosen. Staff went to take photos and took measurements.

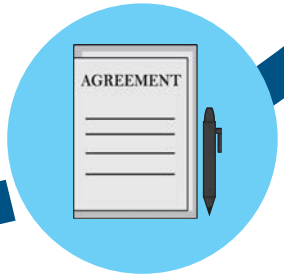
In July, Don Bell and staff took photos and marked the locations for the wayfinding signs. The signs are currently in production.

Submittals



In March, staff submitted a conceptual submittal to FDOT for their approval to proceed with the CAF Agreement.

CAF Agreement



In June, The Community Aesthetic Feature agreement for the Gateway signs at FDOT locations were submitted. In July, FDOT requested for updated forms, staff is currently waiting on Don Bell to receive the updates from their Engineer.

Oaks at Moore's Creek

The 15 new single-family homes will be located on Means Court, between Avenue B and Moore's Creek. Phase II will offer potential first-time home buyers four different residential models. The models are all 3 bedroom, 2 baths ranging from 1200 square feet to 1700 square feet. The homes will sell between $289k-$349k and will be sold to first-time homebuyers who are income eligible.



- The construction of the first housing unit at lot #6/317 Means Court is on schedule, with completion and sale expected by November. Despite previous challenges with securing construction financing, the developer has received a draft commitment letter for a $700K line of credit from the Florida Community Loan Fund, which could allow for the commencement of construction on multiple units.

- Construction of the first housing unit (lot #6/317 Means Court) continues to progress on schedule. The City's Building Department reflects the following approved inspections:

1. Plumbing underground and sewer final passed 5/29
2. Electrical underground was passed 6/6
3. Slab inspection passed 6/5 (poured on 6/7)
4. Termite treatment and elevation pre pour passed 6/5
5. Compaction and engineering report approved 6/6
6. 1st floor beam passed 6/20 (poured 6/21)
7. 2nd floor beam passed 7/2 (poured 7/3)
8. Roof sheathing and engineering passed 7/11; Dried in 7/12
9. Window and door bucks passed 7/18

Highwaymen Museum

The City of Fort Pierce was awarded an African American Cultural and Historical Grant from the Department of State in the amount of $483,662 for the renovation of the Jackie L. Caynon Building to create the City of Fort Pierce Florida Highwaymen Museum.
The museum, honoring historic African American Highwaymen artists, will showcase works of art that originated in Fort Pierce. The project will be presented to the Historic Preservation Board in January 2024 because the building is located in Lincoln Park, a historical district.

Work on the renovation project is expected to begin soon as project contractors are finalizing the plans for submission

On July 9, 2024, construction officially began on the new Florida Highwaymen Museum, which honors a group of local artists who made their mark during the 1950s.

Known as the Highwaymen, these self-taught African American painters sold their colorful landscapes along Florida's roadsides when they were excluded from other galleries due to segregation.

Their paintings, capturing Florida's natural beauty with vibrant colors, became legendary. The groundbreaking ceremony marked a major step in preserving their legacy.

More than 70 community leaders and supporters gathered to celebrate, looking forward to the museum becoming a place to learn about and appreciate the Highwaymen's impactful artwork. The goal is to have at least one original work from each of the 26 first-generation men and women who painted these Florida landscapes. The renovations are expected to be completed in November, in time for next year's annual Highwaymen celebration in February 2025.

- Trenchwork was done at the West side of the building for the new generator location and inspection passed by the Building Department.
- The goal is to have at least one original work from each of the 26 first-generation men and women who painted the Florida landscapes. The renovations are expected to be completed in November 2024, in time for next year's annual Highwaymen celebration in February 2025.

Groundbreaking Ceremony









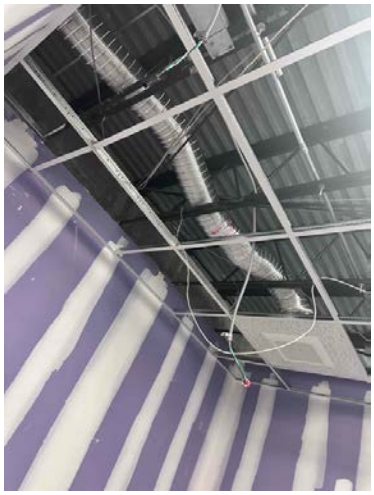






Incubate Neighborhood Center

The project, proposed by the Incubate Neighborhood Center, to transform the historically significant Means Court Center into a multi-service community resource hub that offers classes to help startup companies and entrepreneurs develop their businesses as well as homeownership, workforce development, and financial-lending programs. The multi-purpose facility will provide space for co-located nonprofits to offer social services in one central location on the first level, along with meeting spaces, classrooms, and media production facilities. The second level will be a business incubator.



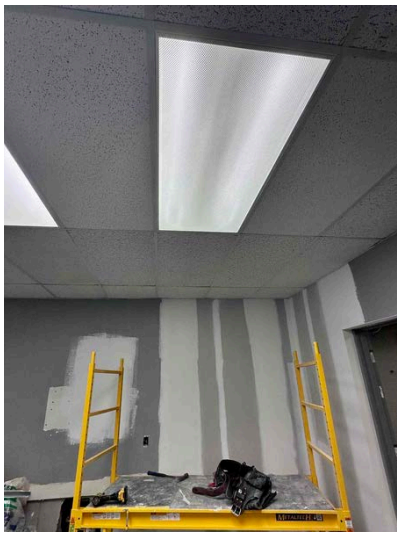
Progress continues on the Means Court Center improvements:

- Drywall is ready for paint and wallpaper
- Reinstalled ceiling grids in the bathrooms
- Door frames have been installed on all doors
- Bathroom fans have been installed

According to the revised project schedule, the first floor is expected to be completed in October 2024 and work on the second floor is expected to commence in November 2024 and be completed in 2025.







Avenue D Model Block Project

A new Request for Proposals was issued by St. Lucie County on April 14, 2024 with proposals due August 21, 2024.

Through a multi-agency partnership, the St. Lucie County Government, the City of Fort Pierce, and the Fort Pierce Redevelopment Agency (FPRA) are working together to bring a mixed-use development with affordable housing to the Lincoln Park District. The proposed site consists primarily of county-owned parcels located generally at Ave. D and 7th Street.
In April of 2023, the County, City, and FPRA entered into an interlocal agreement and issued a Request For Information (RFI) through the County's Procurement Department to obtain input from members of the real estate development community to gauge general interest toward the creation of a Request for Proposal (RFP).

The goal of this RFP is to solicit interested parties who are qualified and experienced to develop a "Model Block" for the Lincoln Park neighborhood. Services to be considered for this "Model Block" project include, but are not limited to, affordable housing, retail opportunities, commercial/retail/office opportunities, community resource/family success center, and onsite parking. The community resource/family success center is intended to include the St. Lucie County Community Services offices (Housing, Human Services and Veteran Services) as well as Women, Infants and Children (WIC) and Florida Community Health Center (OB-GYN/Pediatrics).

Sunrise Theatre

Lease and Operational Management of Sunrise Theatre

The City of Fort Pierce is currently accepting proposals for the lease and management of the Sunrise Theatre. Interested parties are encouraged to submit their proposals by **August 14, 2024**, through the City's Request for Proposals process.

Exploring the option to contract with an external entity to manage the Sunrise Theatre comes with several key benefits for our community. By bringing in external expertise and resources, the City seeks to enhance the overall operations of the theatre, introduce fresh programming ideas, and improve the experience for our community. An outside entity may also bring in new connections and partnerships that could further support the long-term sustainability and growth of the theatre.

This initiative will be a community-led effort, with representatives from the Sunrise Theatre Advisory Board and the Sunrise Theatre Foundation actively participating as part of the evaluation committee. Through this process, the City of Fort Pierce aims to select a partner that supports the vision and values of the Sunrise Theatre, ensuring that it continues to be a vibrant cultural hub within our community while also fostering its long-term financial sustainability.

Community Policing



NORTH 25TH STREET
DETAIL

In response to ongoing community concerns regarding noise disturbances, the Fort Pierce Redevelopment Agency (FPRA)has added Detail Officers to patrol North 25th Street from Avenue O to Avenue M during peak hours.
Recent months have seen an increase in noise-related disturbances in this area, prompting the FPRA to take proactive measures to ensure public safety and mitigate disturbances to residents.

The additional patrols are expected to commence on **Wednesday, July 24, 2024,** and will continue until further notice.

PATROL AREA

Detail Officers assigned to patrol North 25th Street from Avenue O to Avenue M are responsible for ensuring the safety and security of residents and businesses and primarily to address and mitigate the disturbances caused by excessive noise in the area.

HOURS OF PATROL

Wednesdays
11:00PM – 2:00AM

Fridays
9:00PM – 2:00AM

Saturdays
10:00PM – 2:00AM

Sundays
6:00PM – 11:00PM

DOWNTOWN DETAIL

During the month of July 2024, there were a total of 20 FPRA details working for the downtown area. There were 90 calls for service during the detail times. The top activities logged were patrols, traffic stops, and responding to suspicious persons.

During this time 6 case reports were completed.

- Recovered Property
- Suicide Threat
- Missing person
- Marchman Act
- Disturbance
- Larceny

PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

HOURS OF PATROL

Fridays
6:30PM – 2:30AM

Saturdays
8:00AM – 2:00PM
3:00PM – 9:00PM
9:00PM – 3:00AM

Sundays
9:00AM – 1:00PM
1:00PM – 5:00PM

Table 1 - Calls for service in Downtown area

Call Type	Calls
CLOSE PATROL	24
VEHICLE OR TRAFFIC STOP	20
FOOT PATROL OR PARK AND WA	11
SUSPICIOUS PERSON	8
ASSIST TO MOTORIST	3
DISTURBANCE	3
CONDUCT INVESTIGATION	2
FLAGDOWN	2
RECKLESS DRIVER	2
RECOVERED PROPERTY	2
SUICIDE	2
TRAFFIC ACCIDENT	2
ANIMAL RELATED	1
ASSIST OTHER AGENCY	1
DCF	1
FIREWORKS COMPLAINT	1
LARCENY	1
OBSTRUCTION IN ROAD	1
PREMISE ALARM	1
TRAFFIC RELATED	1
UNKNOWN	1
Total	90

Map 1 - Calls for service in Downtown area



JETTY PARK DETAIL

During the month of July 2024, there were a total of 12 FPRA details working for the Jetty Park area. There were 9 calls for service during the detail times.

During this time 1 case report was completed.

- Auto Burglary

Table - Calls for service in Jetty Park area

Call Type	Calls
UNWELCOME PERSON	2
ATTEMPT TO CONTACT	1
BURGLARY	1
CONDUCT INVESTIGATION	1
DISTURBANCE	1
FLAGDOWN	1
FOOT PATROL	1
VEHICLE OR TRAFFIC STOP	1
Total	9

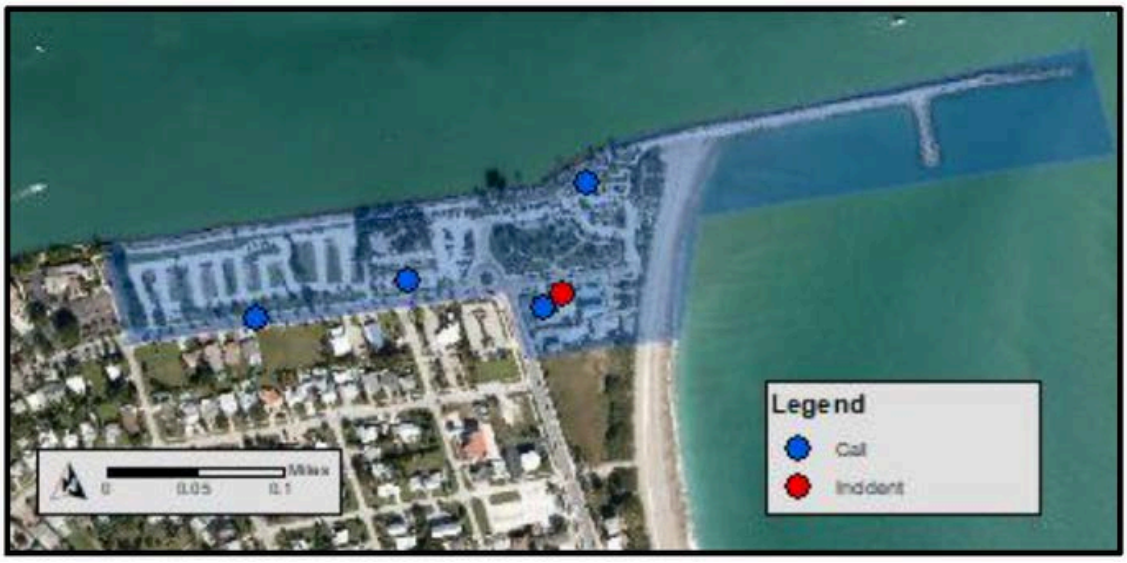
PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

HOURS OF PATROL

Fridays
7:00PM – 1:00AM
Saturdays
8:00PM – 2:00AM
Sundays
6:00PM – 12:00AM

Map - Calls for service in Jetty Park area



School Resource Officers







When SRO Markeis Washington and SRO Jorge Goz were not at the school they were both assisting Road Patrol/ Community engagement Unit and the Training Department as both SROs are Agency CPR Instructors.

SRO Markeis Washington Dan McCarty Middle School

Dan McCarty is not hosting summer school/camp but Officer Markeis Washington Joined the School Resource Unit as the new SRO for Dan McCarty Middle School on July 8th. Due to this a meeting was requested and attended with School Principal Latricia Stubbs-James and Assistant Principal Terrance Barriner on July 31st. At the meeting the School administration got to the spend time with the SRO unit as SRO Sgt. Wachendorfer, SRO Jorge Goz and SRO Markeis

SRO Jorge Goz C.A. Moore

As the 2024 summer school/camp came to an end SRO Jorge Goz alongside the FPPD Community Engagement unit celebrated with cold and refreshing popsicles through the Cool Cop Program where students got to enjoy a Popsicle given to them from the FPPD Food Truck. Chester A Moore staff and Officer Goz participated in the monthly code red/ fire drills as required by Marjory Stoneman Douglas Act.

Training attended by SRO's during July

- Officer Markeis Washington attended SRO FTO training during the second week of July with FTO School Resource Officer Jorge Goz.
- Officer Markeis Washington attended FDLE New SRO Class from July 22nd through July 26th. Officer Alberto Delgado also attended this class as he is the SRO Float Unit.

Fisherman's Wharf

Fisherman's Wharf is located at the southern end of the Port and only a quarter mile from the former King Plant site, acts as a buffer between the working port area and historic Downtown Fort Pierce. It is currently underutilized and represents a significant opportunity to create a destination waterfront development in the Fort Pierce Redevelopment Area. The goal for the redevelopment is to create a unique place where people will visit and gather to shop, dine, work, and live. Retaining waterfront accessibility to all residents and visitors and enhancing the waterfront for public use is a top priority while also achieving redevelopment of the parcels that will add to the tax base and stimulate the economic activity in the redevelopment area. The FPRA ultimately executed a development agreement with the highest ranked proposer, Pierce 1 Marina, to develop a $26 Million mixed-use project including a state-of-the-art automated dry stack boat storage facility, restaurants, water taxi, marina, residential and retail. Throughout 2021 and 2022, both parties worked on their respective obligations per the agreement. The FPRA Board, City of Fort Pierce and Pierce 1 Marina have since executed several amendments to the agreement to extend the deadlines in the agreement for the City to cure title and survey objections raised by the developer. The City Commission and FPRA Board approved a fourth amendment to extend and toll the time periods in the agreement for 12 months.

Staff met with the developer to discuss their plans to move forward in anticipation of the agreement hiatus ending in **September 2024**. A written update was requested of the developer and will be discussed at an upcoming meeting.

King's Landing

Over ten years ago, the City demolished the old H.D. King Power Plant and spent the last decade cleaning up the 7-acre site. The City of Fort Pierce and Fort Pierce Redevelopment Agency worked tirelessly for years to find the right redevelopment project for the former H.D. King Plant site in Downtown Fort Pierce and in 2019, history was made. Following a competitive bid process, the FPRA Board selected Audubon Development as the highest ranked bidder in June 2019. The redevelopment of the former H.D. King Power Plant Site remains a top priority for the City of Fort Pierce and FPRA. The development agreement with Audubon Development for the $85-million-dollar King's Landing mixed-use development was executed in November 2019.

At the Fort Pierce Redevelopment meeting on June 11, 2024 and at the City Commission meeting on June 17, 2024, the FPRA Board and City Commission voted to grant 45 days, to begin running on June 12, 2024, to continue the discussion of the Second Amendment to the Amended and Restated Agreement for Development of King's Landing without tolling, without future notices of default, and without triggering the reverter to determine if Audubon and Harbert Realty Services can complete a joint venture agreement. The City is to be notified immediately upon agreement either way and will receive weekly check-ins by Friday during the 45-day period. The FPRA and City Commission will resume consideration of the Second Amendment to the Amended and Restated Agreement for Development of King's Landing on the following dates:

- City Commission Meeting on **August 12, 2024 at 9:00 AM**
- FPRA Regular Meeting on **August 13, 2024 at 5:05 PM**

Downtown Master Plan

In March 2022, the Fort Pierce Redevelopment Agency approved S&ME's proposal and initiated the Downtown Master Plan. The community was invited to participate in a series of interactive events in June 2022 as part of the Downtown Master Planning process. During the week, a team of design experts met with stakeholders like local citizens, businesses, community groups, and property owners to develop a shared vision for the future of Downtown Fort Pierce and adopt an implementation strategy to guide development. As part of this effort, the public had three opportunities to collaborate and share their ideas with the project team as well as to learn more about the Downtown Master Planning process. Stakeholders were also encouraged to provide their feedback online by visiting the Downtown Master Plan project website. This interactive platform allowed community members to share insights by taking a brief survey; commenting on development, mobility, arts and culture, and green space on an interactive map; and prioritizing spending with a budget game.

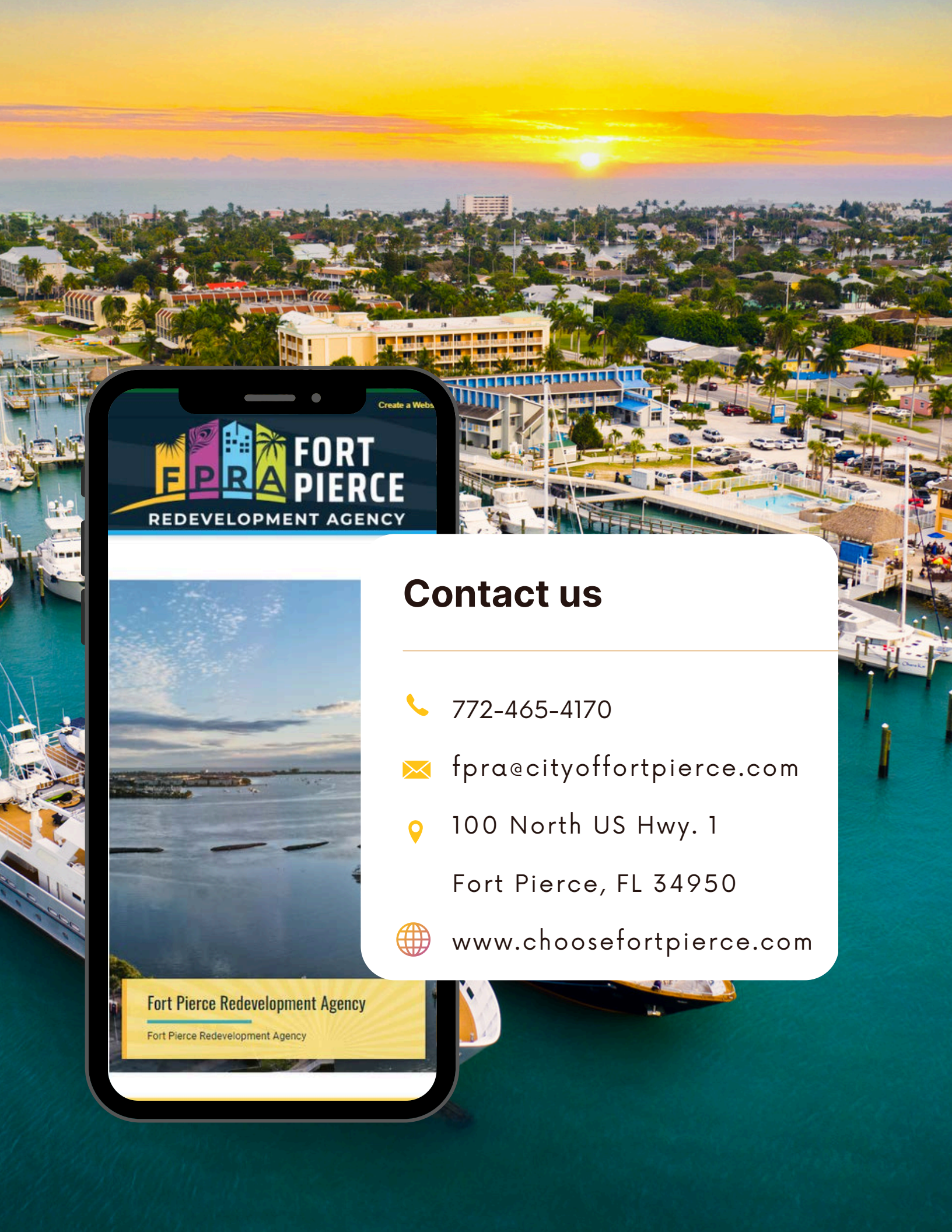
The final Downtown Master Plan was accepted by the FPRA Board in November 2022. The plan has created a sense of excitement among citizens and garnered significant interest from various community groups and HOAs.

The FPRA also incorporated the phase I projects into the FPRA Capital Improvement Plan for funding and implementation. This plan has set the stage for the FPRA to apply for a variety of funding opportunities and grants. By providing a clear and comprehensive vision for the future of Downtown Fort Pierce, the plan has given the FPRA the necessary information and imagery to successfully secure competitive grants.

The success of the Downtown Master Plan has not only stimulated much-needed progress but also ignited a sense of pride and optimism in the community. By leveraging the power of the Downtown Master Plan, the FPRA can attract valuable resources to help create a vibrant community that all residents and visitors can enjoy.

RFQ 2024-005 was issued on October 15, 2023 to solicit Statements of Qualifications from professional firms qualified to provide design and consulting services in a variety of disciplines for the purpose of providing services to support the implementation of City plans, projects, and initiatives such as the FPRA Redevelopment Plan, Comprehensive Plan, Capital Improvement Plan and Downtown Master Plan. The City desires to pre-qualify licensed professional consultants under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the "Consultant's Competitive Negotiation Act", or CCNA. Once vendors are selected, the FPRA will request scopes of work from the qualified firms to further develop the concepts and ideas presented in the Downtown Master Plan, as approved in the 2024 Project Based Budget and FPRA Capital Improvement Plan. 23 responses were received and the responses were evaluated on February 2, 2024.

Staff is waiting on the Purchasing Department and the City Attorney to complete agreements with identified professional consultants.



Contact us

772-465-4170

fpra@cityoffortpierce.com

100 North US Hwy. 1

Fort Pierce, FL 34950

www.choosefortpierce.com