C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, August 4, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Jordan Good of Bible Baptiste Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the minutes of the July 21, 2025 Special Meeting.

   B. Approval of the minutes of the July 21, 2025 Regular Meeting.

6. **PROCLAMATIONS**

   A. Justice For Survivors Week Proclamation

7. **LETTERS TO COMMISSION**

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

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

   Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

A. Lincoln Park Main Street, Inc. program update covering the third quarter of FY2025 (April 1, 2025 to June 30, 2025.)

11. **CONSENT AGENDA**

A. Approval to purchase 20 security cameras from Tactical Video, Inc. in the amount of $85,444.00, to be installed in the area of the IRSC Blackburn Educational Building to improve public safety, reduce crime, enhance law enforcement effectiveness, and foster community engagement using the award through IRSC.

B. Approval of City Manager Richard D. Chess's request to attend the Florida League of Cities 2025 Annual Conference in Orlando, Florida from August 14, 2025, to August 17, 2025, for the amount of $1,650.42.

C. Approval of salary increase for Linda Cox, City Clerk, discussed at the July 21, 2025 City Commission Special Budget Meeting for a new an annual salary in the amount of $160,000.00 effective October 1, 2025; said annual salary to be inclusive of the cost of living increase being provided to City employees effective October 1, 2025.

D. Approval of Lincoln Park Main Street's Third Quarter Disbursement in the amount of $12,500 subject to acceptance of the Third Quarter Report.

12. **PUBLIC HEARINGS**

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

A. Quasi-Judicial Hearing - Review and Approval of an application for a Conditional Use (No New Construction), submitted by property owner and applicant, LaShanna Roberts, to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents at 2021 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Office Commercial (C-1). Parcel ID: 2415-703-0220-000-6.

B. Legislative Hearing - Ordinance 25-021 - Review and approval of an application to amend the Millcreek Planned Development (PD) zoning in respect of one (1) parcel containing approximately 62.51 acres, and generally located north of Orange Ave and West of 41st Street in Fort Pierce, with a Planned Development Final Site Plan for Pod 2 to construct a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes at a density of 7.1 du/ac. The application submitted by applicant REDTAIL DG Tod Mowery

on behalf of owner FM Millcreek Holding LLC. more specifically at Parcel ID #2407-124-0001-000-3 - SECOND READING.

C. Legislative Hearing - Ordinance 25-022 amending Chapter 2, Article IV, Division 5, Police Officers Retirement/Pension Funds to allow the Police Chief to opt out of the Police Officers Retirement Trust Fund and to increase DROP participation period to six years to mirror the general employee plan. FIRST READING

13. **CITY COMMISSION**

A. Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. Resolution 25-R55 appointing a member to the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

C. Resolution 25-R56 appointing members to serve on the Fort Pierce Youth Council.

D. Resolution 25-R57 Setting a Special Election to fill the vacant Commissioner seat of District 2, Seat 2.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission 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 purpose, 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 City 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.

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 08/04/2025

Re: Approval of the minutes of the July 21, 2025 Special Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the July 21, 2025 Special Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

07.21.2025 Special Meeting

Form Review

Form Started By: Latoya Ransom Started On: 07/29/2025 11:48 AM

Final Approval Date: 07/29/2025

MINUTES OF A SPECIAL MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 1 P.M. ON MONDAY, JULY 21, 2025.

1. **Call to Order**

Mayor Hudson called the July 21, 2025 Special Meeting to order at 1 p.m.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson; Commissioner James Taylor

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

4. COMMENTS FROM THE PUBLIC

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

No public comments.

5. **Budget Workshop**

A. FY 2026 Proposed Budget Adjustments

City Manager, Richard Chess
At the previous commission meeting, we were instructed to return with budget scenarios and options to address salaries for the Police Union, the Teamsters Union, and non-bargaining employees.

Director of Finance Johnna Morris presented budget changes reflecting a $250,000 revenue increase, including: $50,000 from alarm permit violations, $25,000 in expenditure reimbursements, $50,000 from restricted revenue transfers, and $125,000 from grant transfers.
We presented seven budget options for consideration, focusing on potential cost impacts and adjustments. The initial proposal included a 5% salary increase for non-bargaining and bargaining employees, and a step increase plus 5% for police. It was then suggested to apply the same structure used for police (step + 5%) to the Teamsters, with costs recalculated accordingly. This adjustment would bring total personnel expenses to approximately $41,009,160, while operating and capital expenditures would remain unchanged.
Grants and aids were increased by $22,500 to reflect the EDC invoice adjustment from $40,000 to $62,500, bringing total expenditures to $71,399,689.
Without any further adjustments, this results in a projected shortfall of $3.6 million. To close this gap, a millage rate of 7.6787 would be required.

Mayor Hudson inquired whether the proposed millage rate reflected the percentage increase from the current rate. The response clarified that the increase is 0.7787 in dollar amount, though the exact percentage increase was not specified at that moment.

Commissioner Curtis Johnson sought clarification, confirming that the proposal applies to the current year and is based on current ad valorem revenue trends. He noted that moving forward, the city would need to sustain the adjusted salary levels, which would require maintaining or increasing current revenue levels, with no downturns in future revenue collections.

Ms. Morris confirmed that without sustained or increased revenue, a decline would put the city in a financially unstable position. She clarified that to fund the current proposal, the ad valorem millage rate would need to increase to 7.6787.

Option 2 Summary :
In Option 2, the 5%/15%/15% salary adjustments remain in place. To offset costs:
All departments reduced operating expenses by 3%.
Capital outlay was decreased by $1.3 million by removing all budgeted capital projects, leaving only the $600,000 in annually restricted infrastructure funds.
Despite these reductions, a shortfall of approximately $1.832 million remains. To cover this deficit, a millage rate of 7.2950 would be required.

The Commission questioned the impact of a $1.315 million reduction in capital outlay under Option 2. Ms. Morris clarified that the only remaining capital funding would be the $600,000 annual infrastructure transfer from the general fund, reserved funds that cannot be repurposed. This reduction would eliminate nearly all general fund-supported capital projects, leaving $9.5 million in proposed projects to be prioritized against the limited $600,000.

Ms. Morris emphasized that many of the deferred Public Works projects now face critical failure, including essential equipment tied to safety. The previously high capital expenditure figure reflects the urgent need to address these long-postponed projects.

In response to questions about surtax funds, Ms. Morris confirmed that the $3 million infrastructure surtax is not part of the capital reduction, as those funds are restricted and managed separately. They must be spent according to surtax rules and committee approvals and cannot be redirected.

Concerns were also raised about grant-related capital projects, such as the Avenue D project. Ms. Morris assured the commission that grant funds are separate from the general fund, but the city must still cover the local match portion. There are time limits on grant usage, and delays in providing the match could jeopardize the funding.

When asked which departments would be most affected by the capital cuts, Ms. Morris confirmed that Public Works would be most impacted, as they account for the majority of the capital projects at risk.

Option 3 Summary:
Option 3 includes a 5% increase for non-bargaining employees, a 10% increase for bargaining employees, and a step increase plus 10% for police. This raises total personnel costs to $40,137,288.
With operating and capital expenditures left unchanged, this option results in a $2.74 million shortfall. To fully fund the budget under this scenario, a millage rate of 7.4907 would be required.

Option 3:
Increases: 5% for non-bargaining, 10% for bargaining, and step + 10% for police.
Personnel Costs: $40,137,288
No reductions to operating or capital expenses.
Shortfall: $2.74 million
Required Millage Rate: 7.4907

Commissioner Clarification:
The only change from the prior scenario is the shift from 15% to 10% for bargaining and police, resulting in savings that reduce—but do not eliminate—the shortfall. No further cuts are proposed in this option.

Option 4:
Same salary increases as Option 3 (5% / 10% / step + 10%).
Adjustments:
3% reduction in operating expenses across all departments.
Removal of $767,892 from the capital budget related to the Axon project in the police department.
Rationale: The Axon capital expense is not due until September 2026, allowing time to absorb the cost through future personnel savings.
Remaining Shortfall: Approximately $1.5 million

Commissioner Broderick expressed strong concern about eliminating capital expenditures during favorable economic times, warning that doing so leaves the city vulnerable during downturns. He emphasized that capital cuts now remove any future financial cushion, as most discretionary items have already been reduced to fund salaries. He concluded by stating he is deeply troubled by the situation overall.

Option 5 Summary – Presented by Ms. Morris:
Increases:
5% for non-bargaining
5% for bargaining
Step increase plus 10% for police officers
Adjustments:
3% reduction in departmental operating expenses
$767,892 removed from capital (Axon project, deferred to FY 2026)
Remaining Shortfall: $1.245 million

Proposed Solution:
Use a fund balance transfer to cover the capital shortfall. This approach:
Maintains full operating and recurring salary expenses without cuts
Uses the fund balance only for capital, which consists of one-time expenditures
Avoids relying on fund balance for ongoing or recurring costs

Option 6 Summary :
Increases:
4% for non-bargaining
4% for bargaining
Step increase plus 9% for police
Adjustments:
3% reduction in operating expenses
$767,892 reduction in capital (Axon project deferred)
Shortfall: $934,963
Proposed Solution:
Utilize a fund balance transfer of $934,963 to cover capital costs. This transfer would strictly support one-time capital expenditures, not recurring budget items.

Ms. Morris emphasized that regardless of the adjustments made, a fund balance appropriation is necessary to fund capital for this fiscal year under this option.

Commissioners and staff engaged in a detailed discussion about the use of fund balance reserves, emphasizing that while the fund balance and reserves are technically the same account, they are not used interchangeably. Ms. Morris clarified:
The City maintains a policy-required reserve of 10% of the operating budget (approximately $6.78 million) for emergencies.
An additional $2.5 million is already committed to projects, including the fuel island replacement, which has reached a point of critical failure.
This leaves about $4.5 million in uncommitted reserves, though that may be needed next fiscal year for operational expenses due to economic uncertainty.

Economic Concerns:
Starting October 1, Florida will no longer collect sales tax on commercial leases, potentially reducing state-shared revenue for municipalities.
The exact impact on Fort Pierce is unclear and requires further analysis.

Commissioners’ Concerns:

Commissioner Broderick reiterated that reducing capital expenditures during “good times” limits flexibility during downturns.
The Commission emphasized that raises granted this year must be sustained annually, regardless of future revenue declines.
They cautioned that with forecasted decreases in ad valorem revenue, even without raises next year, the new salary baselines will still need funding, creating compounded budget pressures.
The Commission agreed that although employees deserve fair compensation, rapid salary escalation risks long-term financial sustainability.

Option 7 (Final Option) – Presented by Ms. Morris:
Increases:
3.5% for non-bargaining
3.5% for bargaining
Step increase plus 9% for police
Adjustments:
3% reduction in departmental operating expenses
$767,892 removed from capital (Axon project deferred)
Remaining Shortfall: $840,000

Proposed Solution:
Address the $840,000 shortfall through a fund balance transfer to fund the remaining portion of the capital budget. This approach continues the strategy of using one-time reserves for capital costs only, avoiding the use of reserves for recurring expenses.

Mr. Chess expressed clear opposition to a millage rate increase, stating it is not an option for him. He supports Options 5, 6, or 7, with a strong preference for Option 5, as all three allow the City to:
Avoid a millage hike
Use a manageable amount from reserves (ranging from $840K to $1.2M)
Fund long-delayed critical capital projects
He emphasized that Option 5 strikes the right balance by:
Offering meaningful raises to employees
Using one-time fund balance to cover capital costs
Preserving core services without deep cuts

Key Concern: Pay Equity in Police Leadership

Mr. Chess highlighted a growing pay compression issue within the police department:
Recent raises (e.g., 10%–15%) to lieutenants risk surpassing the salaries of captains, majors, and deputy chiefs.
Without adjustments, lower-ranking officers may earn equal or more than their superiors, affecting morale and leadership structure.
He urged that leadership roles be valued, recognized, and equitably compensated, even if not through immediate financial increases.

Conclusion:
Mr. Chess recommended Option 5 as the most sustainable and equitable choice, with Options 6 and 7 also being acceptable. He advocated for fair treatment across all employee groups, including non-bargaining staff and police leadership, while maintaining fiscal responsibility and preserving essential capital improvements.

Commissioner Broderick questioned the $750,000 increase in staffing while capital spending is being cut, warning of long-term payroll commitments the city may not be able to sustain. He urged reconsideration of new hires and emphasized the need to prioritize only essential roles.
He argued that the police staffing issue lies more in an underfunded step plan than overall pay, suggesting a targeted fix could be more cost-effective than broad raises.
He rejected the idea that only customer-facing roles deserve higher increases, stressing that support departments like Finance and IT are equally vital to operations.

Commissioner Gaines supported hiring someone to overhaul city-owned property and lease management, citing long-standing concerns and the potential for revenue gains.
He expressed strong opposition to raising the millage rate, citing economic hardship for residents and noting that nearby communities are holding or lowering their rates. He stated he would vote no on any proposal that included a millage increase.
While not favoring budget options with deficits, he deferred to the City Manager and Finance Director's financial expertise if they assured that Options 5, 6, or 7 were sustainable. He emphasized the need for fiscal caution, warning against unsustainable commitments and unrealistic comparisons to larger agencies like the County or Port St. Lucie.
He supported addressing police pay compression, especially between ranks, but warned against cutting too deeply from other departments just to stay competitive.
He concluded that everyone deserves a raise, acknowledged the emotional toll of inequity, and affirmed his trust in staff recommendations, while standing firm on opposing a millage increase.

Commissioner Johnson emphasized the importance of maintaining parity between officers and supervisors, referencing past increases (9% plus step) and noting a key retention challenge around year four. Concern was expressed about morale, cautioning against relying solely on raises to fix leadership-related issues. Support was shown for a 5%, 6%, or 7% increase, with a preference for avoiding long-term red in the budget. He opposed raising the millage rate, citing resident hardship and neighboring municipalities maintaining or lowering theirs. Emphasis was placed on sustainable budgeting, realistic comparisons with larger agencies, and using staff expertise to guide decisions.

Mayor Hudson noted the police step program needs review, especially the large year-four jump, and questioned if the department has too many administrators versus officers in the community. Concern was raised about adding eight new administrative positions during tight budgets, urging focus on core needs to avoid hard-to-cut staff increases.
Salary comparisons show the city lags behind nearby jurisdictions, which may also increase pay soon. The Mayor emphasized the need to fix pay disparities once and for all, but warned ongoing competition makes this difficult. Ultimately, the commission must make tough choices and accept necessary trade-offs given limited options.

Commissioner Taylor thanked the city manager, team, and department heads for their work and appreciated having multiple options. He favors option five but is concerned about adding new employees. Suggested reducing new hires to lower the $1.245 million fund balance use while maintaining the 5% increase.
Regarding the leasing manager position, recommended a short-term consultant to overhaul the system rather than a full-time hire, with ongoing maintenance by existing staff. Opposed adding IT staff or community outreach coordinator, given budget constraints.
Acknowledged the difficulty of achieving a 3% operating reduction and sees opportunity in reconfiguring the police step program to retain officers past years three and four. Also sees potential for realigning police department priorities after a new permanent chief is in place.

Commission Discussion :
The commission discussed opportunities to reduce new employee additions in order to lower the $1.245 million fund balance appropriation while maintaining key budget goals.
Regarding the leasing manager position, it was noted that the leasing system requires a one-time overhaul, which could be handled by a consultant with ongoing maintenance managed by the City Clerk's office, avoiding the need for a full-time hire.
There was strong opposition to adding IT department staff or a community outreach coordinator at this time due to budget constraints.
Option Five was favored with reductions in new hires to reduce fund balance use.
The commission acknowledged the difficulty in achieving a 3% operating cost reduction but appreciated the effort.
Discussion on the police step program suggested reconfiguration to better retain

officers past the 3-4 year mark, possibly with union input and future salary structure realignment under a new police chief.
Capital outlay funding concerns were raised. It was clarified that capital expenditures are mostly covered, with some federal grants allocated to police capital needs, including equipment. Personnel savings from vacant police positions might help fund these expenses.
Several commissioners expressed concern about eliminating the new leasing/asset management position, highlighting its importance in maximizing city property revenue—a longstanding issue discussed for years.
It was suggested that real estate analysis work could be shifted in-house to departments like Ms. Cox's office, which has the expertise and staff capacity, eliminating some new hire costs.
The Commission recognized the need to balance budget cuts, capital needs, and personnel expenses without compromising essential services.
The consensus indicated that reducing the proposed 10% police salary increase to a lower percentage, eliminating new positions, and addressing capital funding are key to achieving budget balance.
Concerns remain about the impact of 3% cuts on other departments and the potential need for painful decisions.

Mr. Chess emphasized that the City Engineer position is essential and should not be eliminated, proposed utilizing the already-budgeted Deputy City Manager position to cover the needed skill set for real estate and asset management tasks, expressed confidence in handling business and contract matters personally, but sees the Deputy City Manager as necessary administrative support to manage the workload effectively.

Commissioner Johnson raised a question about the necessity of the Record Specialist and Community Service Officer (CSO).

Deputy Chief Ridle clarified the department has four Record Specialists and five CSOs, with a request to add one CSO (instead of 1.5) to the duty office staff.

Commissioner Broderick commented that he fully supports City Manager Chess's suggestion to bring in a Deputy City Manager with real estate expertise as a solution to eliminate the costly "real estate czar" position, emphasizing that budget constraints require sacrifices and that this approach will generate revenue far exceeding the salary, making a millage increase unacceptable.

Mayor Hudson emphasized that the City Clerk's office must be involved in lease management for proper checks and balances and stressed the need for all departments to operate leaner to maintain a healthy—though not wealthy—budget while continuing to reduce debt.

The Commission agreed that departments had already made sacrifices through prior budget cuts, including a 3% reduction and minimal new hires, and reached consensus on a "step plus six" increase, supporting moving forward with the revised figures, acknowledging a remaining shortfall of about $170,000, and planning to revisit the matter at a second budget workshop on August 11, discussed granting a salary increase to Ms. Cox, clarifying that it must be decided before the final budget to factor it in. They reviewed clerk salary comparisons, with consensus forming around raising her salary from $129K to approximately $160, a roughly 24% increase, including the standard 5% COLA. This would place her in the upper salary range for clerks statewide and increase the personnel budget by about $26,000.

City Attorney Sara Hedges clarified that the 2024 salary data was compiled from cities that voluntarily reported to the FMT database, meaning it's a useful but limited sample and does not represent all municipalities statewide.

The Commission reached consensus to include a 5% cost-of-living increase for themselves, effective October 1, 2025, matching the increase given to all other city employees. Staff was directed to draft a code amendment reflecting this increase and to include future COLA adjustments automatically in line with employee increases, unless the Commission votes otherwise. The final vote and ordinance amendment will be scheduled for a future meeting.

Mr. Chess thanked the Finance team, department heads, and staff for achieving 3% reductions and commended the Commission for a thoughtful, balanced budget discussion, expressing appreciation for their careful consideration and difficult but sound decisions.

City Clerk Linda Cox - No comments

City Attorney Sara Hedges – No comments

Ms. Morris expressed appreciation to all departments for coming together as a team to make necessary, though difficult, budget decisions, highlighting a positive shift from past experiences.

The Commission commended the Finance Department for presenting seven clear budget scenarios in a short time, praised the department heads for accepting 3% cuts, and acknowledged the impact on departments that didn't receive funding, emphasizing collective belt-tightening to navigate the budget.

6. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 3:11 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **5. B.**

Meeting Date: 08/04/2025

Re: Approval of the minutes of the July 21, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the July 21, 2025 Regular Meeting.

Attachments

07.21.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 07/29/2025 03:44 PM

Final Approval Date: 07/29/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, JULY 21, 2025.

1. CALL TO ORDER

Mayor Hudson called the July 21, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Jimmy Lloyd - Fairlawn Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Mayor Linda Hudson; Commissioner James Taylor

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

5. APPROVAL OF MINUTES

A. Approval of the Minutes of the July 07, 2025 Regular Meeting.

Motion was made by Commissioner James Taylor, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the July 07, 2025 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

8. **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: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with

respect. Inappropriate language will not be tolerated.

Michael Silva

10. MISCELLANEOUS REPORTS

A. Kings Landing Quarterly Update - Bill Ware, Live Oak Holdings

Bill Ware, Live Oak Holdings presented the quarterly report.

Quarterly Update Summary: King's Landing Development

April 2025
The Third Amendment to the Amended and Restated Development Agreement was approved unanimously by the City Commission (April 7) and FPRA Board (April 8).
The agreement was recorded on April 10, becoming the new governing document.
An initial progress set of architectural and site plans was submitted April 7, following collaborative meetings with city staff and FPRA.
A follow-up meeting the same day endorsed the proposed direction, and an updated progress set was submitted on April 28.
Mainsail Lodging & Development continues progressing on the Marriott Franchise Application.
Coordination began with the City to install mesh fencing around the development site by May.

May 2025
The amended site plan application was submitted on May 27, meeting the May 31 deadline per the Third Amendment.
Mesh fencing was installed per City Commission request.
Ongoing coordination with architect, civil engineer, contractor, and residential programming (Brooke Harris) continued.
Informal engagement with Commissioners and local stakeholders occurred, including visits with Commissioners Johnson and Broderick, Marina staff, and IRSC leadership.
A meeting with Mainsail in Tampa was held to strengthen project collaboration.

June 2025
The project team attended a TRC meeting on June 26, receiving no comments from Planning and minor Engineering comments, which are being addressed.
A follow-up meeting with Mr. Chess the same day discussed a potential convention/meeting space adjacent to the hotel.
Work on architectural/civil design and Marriott franchise approval is ongoing. Both are expected by September 2025.
Title-related discussions are underway with the City regarding existing easements.

July 2025
Planning Board approval was granted on July 14; Historic Preservation and a follow-up meeting with Mr. Chess are scheduled for July 28.
A site plan recommendation has been forwarded to the Board, with final consideration likely in August or September.
Engineering conditions are being addressed to expedite construction.
Coordination continues with FPUA on utility upgrades and with the City on aligning with Indian River Drive improvements.
Mainsail is submitting its final Marriott franchise package in July to be placed on the August approval agenda. Marriott remains committed to the project.

Commissioner Broderick inquired on issues the City should be aware of now that could become problematic.

Mr. Ware responded that no concerns had emerged at this time, the project is on schedule, and that collaboration with city staff and partners has been exceptionally positive.

11. CONSENT AGENDA

A. Approval of the 2025 Annual Resurfacing Program in the amount of $551,519.64 in accordance with the Paving Lady contract awarded in response to Bid No. 2023-044.

B. Approval of AT&T Change Order for Avenue B Utility Installation in the amount of $74,391.65.

C. Approval of First Amendment to Reconstruction Agreement with All Digital All Day to remove the existing billboard at 7049 Okeechobee Rd and construct a replacement sign.

D. Approval of expenditure of Law Enforcement Trust Funds to purchase two (2) Penlink PLX Software Licenses in the amount of $18,000.00.

E. Approval of Award of RFP 2025-019 for the Indian River Drive Roadway Reconstruction project to the low bidder, Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04.

F. Approval of Award of RFP 2025-017 for Sunrise Theatre Operations Concessionnaire to the highest ranked respondent, VenuWorks, and to authorize staff to enter into contract negotiations.

G. Approval of federally funded Subaward and Grant Agreement with Florida Division of Emergency Management for Hurricane Milton.

Commissioner Johnson pulled item 11A
Commissioner Broderick pulled items 11E and 11F.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11B-11D and 11G of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11A
Commissioner Johnson noted the half-cent sales surtax funds road paving, with over $500,000 currently approved to resurface just 1.54 miles, highlighting rising costs. He clarified that many roads fall under county, state, or federal jurisdiction, thanked the Surtax Committee for prioritizing projects, and inquired about ongoing use of funds, committee meetings, and the 13th Street project.

Selena Griffett, Project Engineer, reported the City has resurfaced 13.97 miles of roads since 2020, including 1.5 miles this year, with 8 miles remaining at an estimated cost of $4 million. Funded by the half-cent sales surtax through 2028, she encouraged residents to contact the Engineering Office for information on surtax committee meetings and noted 13th Street as a more complex project.

Mayor Hudson added that the sales surtax has supported more than just resurfacing and has been a significant asset in improving roads overall. She emphasized that while progress has been made, more work remains, and the City will be engaging the public again soon as efforts continue.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 11A of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11E
Commissioner Broderick requested a project overview.

City Engineer Mark Zrallack shared that the City has modified the scope of the Indian River Drive project to make it financially feasible, removing nonessential elements but retaining key features, including the replacement of the 62-year-old bridge near the Manatee Center.
The revised project includes:
Full roadway reconstruction
A wider (8–10 ft) sidewalk on the east side and new sidewalk on the west
Lighting upgrades
Pedestrian access across the new bridge (replacing the existing pedestrian bridge)
Construction is expected to begin in September 2025, from the roundabout to Orange Avenue.
The Backus project has been removed due to cost and will be deferred to Phase Two, allowing the City to utilize available grant funding for Indian River Drive.

Mr. Zrallack confirmed coordination with FPUA and King's Landing to avoid future utility conflicts and noted that project phasing details and construction duration are still being finalized.

Shyanne Harnage, Community and Economic Development Director, explained that the City received funding from the Florida Job Growth Grant Fund through Governor DeSantis in partnership with the St. Lucie County Economic Development Council, aimed at supporting off-site infrastructure improvements associated with the King's Landing development and broader downtown revitalization.
The grant funds must be expended by June 2026, which is driving the phased approach to the Indian River Drive project.
Although the entire project will not be completed by that date, the City is working to ensure the initial phase meets the grant deadline.
Originally estimated at $7–8 million, the project's lowest bid came in at $13 million. To address the shortfall, staff performed value engineering, scaling back on nonessential elements ("bells and whistles") while preserving core improvements like the new bridge, sidewalks, and lighting.
Approximately half of the grant funds have already been used for design and bid preparation.
The project will also incorporate on-street parking on Indian River Drive, which was previously identified under the infrastructure sales tax program.
Funding sources include the Florida Job Growth Grant, infrastructure sales surtax, road impact fees, and an increased City contribution from $2 million to $3 million, which will be brought forward in the upcoming Capital Improvement Plan (CIP)

The Commission expressed concern that construction on Indian River Drive may conflict with the annual Christmas Parade. They emphasized the need for clear communication with the public and coordination with Main Street for event staging, with staff confirming that direction has been provided.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 11E of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

As to item 11F
Commissioner Broderick inquired on the background on this RFP.

Ms. Harnage commented that following the retirement of Sunrise Theatre's Executive Director, Sharon Engel, the City issued an RFP in January to explore new operational models either as a city-run enterprise fund or bringing in a private operator. The goal was to find a firm to handle daily operations such as programming, marketing, ticketing, maintenance, and food services, while the City retains ownership and responsibility for major capital systems.

The RFP process, developed with outside counsel, sought a qualified operator with a five-year budget, transition plan, team qualifications, and proven experience managing similar venues. Five proposals were received and evaluated by a panel using criteria such as experience, financials, implementation plans, and economic impact.
VenuWorks, which manages over 50 venues including historic theaters, received the highest score (244.5/300). Their proposal emphasized local programming, operational efficiency, and blending historic preservation with modern management. Staff recommends moving forward with negotiations with Venue Works as the preferred operator.

Key Discussion Points:
Volunteer Continuity: VenuWorks plans to retain volunteers and collaborate closely with the Sunrise Theatre Foundation.
Financial Structure: The model includes an FPRA contribution of $500,000, with the operator managing day-to-day operations. The City will maintain capital systems (e.g., HVAC, roofing).
Ticketing Concerns: Affordability remains a priority. Concerns about a shift to Ticketmaster will be addressed in negotiations.
Staffing: Current city employees at the theatre will be offered internal transfers if desired.
Foundation Role: The Sunrise Theatre Foundation remains integral to youth programs and capital improvements.
Next Steps: A contract will be negotiated and brought back to the Commission for approval.

Special Thanks to Marissa Quijano and her team for their leadership during the transition.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve item 11F of the Consent Agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

12. PUBLIC HEARINGS

Quasi-Judicial Hearings follow a strict set of rules and procedures which can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. All Quasi-Judicial decisions by the City Commission must be based on competency substantial evidence. Competent substantial evidence is evidence which will establish a substantial basis from which the fact at issue can reasonably be inferred. It includes fact or opinion evidence offered by an expert on a matter that requires specialized knowledge and that is relevant to the issues to be decided. It is evidence a reasonable mind could accept as having probative weight and adequate to support a legal conclusion. Hypothetical, speculative, fear or emotion based generalized statements that do not address the relevant issues and that cannot be reasonably said to support the action advocated, are not competent substantial evidence.

A. Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Moderate Density (R-3) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for fifty (50) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. More specifically at Parcel ID#:

2433-123-0001-000-1 - FIRST READING.

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

ORDINANCE NO. 25-020
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-3) SINGLE FAMILY MODERATE DENSITY ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.

Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick – Yes (Two emails from citizens)
Commissioner Gaines – Yes (Two emails from citizens)
Commissioner Johnson – Yes (Two emails from citizens)
Commissioner Taylor – Yes (Two emails from citizens)
Mayor Hudson – Yes (Two emails from citizens)

City Clerk, Linda Cox, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Kevin Freeman, Planning Director, presented the approval of an application to rezone at 3804 Sunrise Blvd.

RECOMMENDATION:
Staff recommend the City Commission APPROVE the application of the Sunrise Lakes Final Planned Development, subject to the following 10 conditions:

Conditions:
All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.
A plat of the property shall be required prior to application for a building permit for a residential building.
The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
A landscape maintenance agreement shall be required prior to final certificate of occupation.
A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
All applicable state or federal permits shall be obtained before commencement of the development.

Questions of Staff:

The Commission inquired about R3 density requirements, expressed frustration over inconsistent evaluation of planned developments based on location, calling for clearer, more consistent standards to avoid wasting staff time and ensure evidence-based decisions in quasi-judicial hearings, acknowledged the importance of location in the PD process, and affirmed that Mr. Freeman's zoning assessment was professional and fact-based.

Mr. Freeman clarified that the planned development (PD) allows for adjusted density and lot sizes within future land use parameters, typically enabling more units than current zoning, though infrastructure needs to reduce actual buildable lots; this proposal stays below maximum density, emphasizes single-family homes, and recommends limiting height to 28 feet to align with community standards, balancing property owner rights with neighborhood compatibility, stormwater management, and evolving city policies.

Applicant Questions of Staff:
Blaine Bergstresser of KMA Engineering did not pose any questions to the staff but provided a summary of the project's history.

Commission Questions of the Applicant:

The Commission inquired on the previous concept as duplex units, single-family specs, price point, architectural details, school bus stop location, easement details, tree mitigation, and fencing.

Mr. Bergstresser clarified that the project was originally presented as a duplex, provided specs, price points, referenced the site plan for the bus stop, tree mitigation, and fencing for noise abatement with FDOT.

Ms. Hedges inquired about the proposed maximum building height of 28 feet, a lot depth of 82 feet, the address and legal representation for DDT Ventures, and the potential to preserve as many existing trees as possible.

Mr. Bergstresser confirmed the proposed building height and lot depth, agreed to provide the address and attorney information for DDT Ventures, and accepted the inclusion of language to preserve as many existing trees as possible.
Conditions will be added as follows:
11a 28' maximum height.
11b 82' lot depth
11c Provide the address for DDT Ventures.
11d Preserve as many existing trees as possible.
11e Landscape buffers to the south.

Mayor Hudson opened the public hearing.

Krista Storey
Judy Biglin
Steve Tierney
Paul Housewright
Ronna Perry
Jean Woodard

Mr. Bergstresser addressed traffic concerns, tree preservation, and innovation.

Mayor Hudson closed the public hearing.

Commission Discussion:
Commissioners expressed concern over the lack of clear definitions for terms such as "innovative" and "imaginative" in the Planned Development (PD) process. Commissioner Gaines emphasized the need for objective standards to evaluate proposals, stating that inconsistent interpretations undermine the planning process and staff efforts. Commissioner Taylor echoed this, noting that without defined criteria, both developers and staff are left without clear guidance.
It was clarified that the term used in the code is “imaginative,” not “innovative,” which further highlighted the need for clarity. Commissioners agreed that the subjective nature of such terms leads to varied opinions, complicating decision-making.
Concerns were raised about whether proposed developments align with the character of existing neighborhoods, particularly in areas accustomed to larger lots and lower density. Growth pressures and legislative changes, such as the state removing final plat approvals from local commission review, add complexity.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines gaines to approve Ordinance 25-020 with the 11 conditions and A-E.

The motion failed.

A follow-up motion was made to continue the item, allowing the applicant to work with staff to develop a revised, more “imaginative and enlightened” plan. The applicant agreed to submit updated materials within a month, pending coordination with staff and public notice requirements.

Motion was made by Commissioner Arnold Gaines, to continue Ordinance No. 25-020 until the City Commission meeting on September 15, 2025.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

B. Quasi-Judicial Hearing - Ordinance 25-021 - Review and approval of an application to amend the Millcreek Planned Development (PD) zoning in respect of one (1) parcel containing approximately 62.51 acres, and generally located north of Orange Ave and West of 41st Street in Fort Pierce,
with a Planned Development Final Site Plan for Pod 2 to construct a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes at a density of 7.1 du/ac. The application submitted by applicant REDTAIL DG Tod Mowery on behalf of owner FM Millcreek Holding LLC.
more specifically at Parcel ID #2407-124-0001-000-3 - FIRST READING.

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

ORDINANCE NO. 25-021
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD POD 2 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Linda Hudson called the proceeding to order.

City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications.
Commissioner Broderick – Yes (Developer and consultants)
Commissioner Gaines – Yes (Developer and consultants)
Commissioner Johnson – Yes (Developer and consultants)
Commissioner Taylor – Yes (Developer and consultants)
Mayor Hudson – No

City Clerk, Linda Cox, swore in those wanting to speak during the Quasi-Judicial hearing.

Staff Presentation:
Kevin Freeman, Planning Director, presented the application to amend the Millcreek Planned Development (PD) Orange Ave and West 41st Street.

RECOMMENDATION:

Staff recommend the City Commission Continue Consideration of the proposed Millcreek PD Final Site Plan to a date certain or until such a time when the Development Agreement is deemed to be acceptable by the City Attorney's Office.

Questions of Staff:
The Commission discussed the relevance of the unity of title requirement, questioning whether the City has the authority to waive it and allow development of POD Two independently, given the separation of ownership. Concerns were raised about potential future conflicts between property owners and the City if such standard requirements are relaxed, especially when multiple owners are involved in a single Planned Development.

Ms. Hedges clarified that by entering into a Planned Development (PD) with another property owner, the applicant forfeited the ability to act independently; both properties are now bound under one PD. She emphasized that the requirement for a unity of title is not new, it was explicitly stated in Ordinance 23-011, which approved the rezoning. Specifically, Conditions 8, 14, and 15 required unified ownership, recording of a unity of title with the Clerk of Court, parcel combination with the Property Appraiser, and submission of a general address request form. These conditions remain unmet.

Ms. Hedges explained that the applicant was advised to amend their rezoning if they wished to change the conditions before submitting a final site plan. While they had the option to separate the pods and proceed independently, they chose to remain as one unified property under the existing PD. She cautioned against disregarding established rules and requirements simply for the convenience of those unwilling to follow them, emphasizing the importance of consistency and integrity in the process.

Ms. Hedges inquired of Mr. Freeman whether the actual property owner had reviewed and agreed to the development agreement, emphasizing that the owner is the party contracting with the City. Clarification was requested regarding the breakdown between Pod One and Pod Two, and whether changes to pod boundaries from conceptual to final site plan are permissible under the former code, prior to the recent code amendment. She also asked how many parcels make up Pod Two and noted that Pod One appears to consist of four parcels, leaving three for the other owner.

Mr. Freeman agreed that the property owner must be a party to the development agreement and stated that the applicant was advised accordingly. He reserved further comment until hearing from the applicant, noting he has not seen an amended agreement listing Mill Creek Holding LLC as a signatory, which should be included in the ordinance or development agreement.

The Commission inquired whether it is standard practice for a prospective developer to secure an option on a property prior to closing, pursue necessary approvals, and operate under an agreement that allows them to represent the property owner during proceedings, whether interconnectivity with the existing road network, including Avenue D and adjacent properties, had been considered, and discussed tabling the item.

Mr. Freeman affirmed this as a normal course of business, confirmed that interconnectivity was discussed with the City and County.

Ms. Hedges recommended allowing the applicant to speak before considering a motion to table the item.

Tod Mowery, Redtail, presented the proposed Mill Creek project and answered questions posed by the Commission.

Questions of the Applicant:
Ms. Hedges, directed the applicant to respond to specific questions regarding Ordinance 23-011 and its interpretation of the term “final site plan.” Mr. Mowery acknowledged that while the ordinance uses the singular form, it does not expressly prohibit multiple final site plans. He emphasized that throughout the process, it was made clear and consistently documented that separate final site plans would be submitted for each POD.
He asserted that the final PD site plan language could be interpreted as singular or plural depending on context and presentation, noting the public hearing in 2023 where it was conveyed that each POD would be developed independently as development occurred. Mr. Mowery stated this practice is consistent with other PD approvals across jurisdictions and developments.

Regarding property access, Mr. Mowery clarified that an existing shared easement provides legal access to the adjoining property, although physical access has not yet been established due to the lack of development.

In response to questions about unified control and ownership per Condition 8, Mr. Mowery maintained that each applicant must demonstrate unified control and ownership for their respective POD at the time of development. He indicated that such requirements would be met prior to any building permits being issued, both for his client and for the POD One owners, with whom his client has had periodic contact.

When asked about the PD agreement, Mr. Mowery confirmed that while it had not yet been signed by the owner or applicant, they were prepared to sign at any time. He acknowledged that the ordinance would not take effect until fully executed.

A procedural exchange occurred regarding the legal rights of the applicant in a quasi-judicial hearing. Mr. Mowery asserted the applicant’s right to ask questions of those who testified. Ms. Hedges clarified that as the City Attorney, she is not subject to questioning during testimony, as she provides legal counsel, not testimony. She reiterated that her legal opinions are advisory and that the Commission may choose whether to follow them.

Mr. Mowery concluded by stating that of the three cited noncompliance issues, two were not applicable at this stage, and the third had been addressed through interpretation and documentation.

Mayor Hudson opened the public
Linda Thompkins
Nancy Spires
Nancy Love
Mayor Hudson closed the public hearing.

Mr. Mowery commented that from his perspective, there were only three items in question. Two of them are requirements that don’t apply until the building permit stage. The third concerns a definition that is not clearly defined, so it ultimately comes down to interpretation.

The Commission expressed concerns regarding traffic, infrastructure, and stormwater management related to the proposed Pod 2 development.

Traffic & Access:
The applicant confirmed a single entry point aligned with Bent Creek, with no additional access proposed.
FDOT reviews the full Pod 2 plan, including all 439 residential units.
Traffic improvements (e.g., a four-way signal) are evaluated in phases based on trip generation and warrant analyses conducted by FDOT.
As of Phase 1 (152 units), FDOT has not required signalization. Future phases (157 units in Phase 2 and 130 in Phase 3) may trigger requirements depending on traffic impact data.

Stormwater Management:
The site will include multiple stormwater treatment facilities.
A full stormwater system will be constructed at the start of development to retain on-site runoff.
South Florida Water Management District (SFWMD) will permit and regulate the design, including control elevations and overflow structures, with any discharge routed to a nearby canal only under extreme weather conditions.

Utilities & Annexation:
The entire Pod 2 property is fully annexed into the city and will be served by FPUA (Fort Pierce Utilities Authority) for water, electric, and gas.
While neighboring properties (e.g., north and east of the site) are still in the county, the utility extension may raise future service questions.

Solid Waste Collection:
No dumpster enclosures are planned for townhomes.
Curbside residential-style collection will be used, with garages and space between driveways designed to accommodate trash bins.

The Commission emphasized the importance of understanding the signalization “trigger point” due to potential traffic safety concerns at Bent Creek. Mr. Mowery acknowledged that signalization requirements are entirely based on FDOT’s data-driven analysis at each development phase.

Commission discussion:
1. Legal Interpretation of Unified Control / Unity of Title:
Condition 8 requires unified ownership and legal control of the entire PD (not just individual pods) before final site plan approval.
Legal counsel (Ms. Hedges) maintained that this condition has not been met, as the applicant only controls Pod 2—not the entire PD.
Conditions 14 & 15 depend on unified control being established first.

The Commission discussed possibly interpreting the ordinance differently, allowing pod-by-pod control and requiring unity of title only at building permit stage.
If proceeding with approval, the Commission must clearly state that “unified control” and “unity of title” apply per pod, not the full PD.

2. Development Agreement Edits Needed:

Add owner’s address
Add ordinance number and date
Clarify references to 23-011 ordinance if it remains in effect
Staff recommended clarifying the PD ordinance prior to approval but allowed moving forward if the Commission clarifies its interpretation now.

3. Traffic Concerns & FDOT Signalization:
Concerns raised over the lack of signalized intersection at Bent Creek/Orange Ave with future traffic from Mill Creek, Bent Creek Phase 3, and other nearby developments.
FDOT determines signalization only when traffic data “warrants” it.
The Commission requested a condition requiring the developer to submit applications to FDOT for a traffic signal now and with each phase, including traffic

from neighboring developments.

A new condition will require the applicant to:
Proactively apply to FDOT for signalization immediately and with each phase.
Include full context of surrounding housing density (e.g., Bent Creek) in the justification.

4. Emergency Access Requirement:
Clarification added that the secondary/emergency access road at the rear of the property must be for emergency vehicles only, using secured access (e.g., fire keys or gates).

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to approve the PD Site Plan with staff's recommended conditions, excluding Condition 3, Clean-up edits to the Development Agreement (owner's address, ordinance number, date), clarification that the PD ordinance allows development per pod, not requiring full-PD unified title upfront, applicant must proactively apply to FDOT for signalization at Bent Creek/Orange Ave now and with each development phase, including surrounding developments in justification, and that emergency access to be limited strictly to emergency use (with fire access controls).

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

13. CITY COMMISSION

A. Resolution 25-R49 approving Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Creation of Anchoring Limitation Areas pursuant to Sections 327.4108 and 163.07, Florida Statutes.

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

RESOLUTION NO. 25-R49
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. LUCIE COUNTY AND THE CITY OF FORT PIERCE FOR THE CREATION OF ANCHORING LIMITATION AREAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Kyle Kauffman and John Revord, St. Lucie County provided an update on the interlocal agreement.No Changes Since May: The interlocal agreement, layout, and responsibilities between the City and County remain unchanged. Both parties are ready to launch the initiative.

City & County Roles:
City Marina will conduct daily vessel patrols in designated areas (south and north of the inlet, including Wesley's Island).
County will handle buoy placement, permitting, and other logistical components.

Collaboration & Readiness: The City and County report a strong working relationship and are prepared to move forward. The City's patrol vessel is ready, and the staff are trained.

Public Outreach: A communication plan includes welcome letters and free pump-out logbooks for boaters, promoting responsible mooring and waste disposal practices.

Derelict Vessel Enforcement:

17 vessels were originally identified; 10 have already been removed or addressed.
Goal is to eliminate nearly all remaining derelict vessels by year-end.
A proactive monitoring approach will help identify and address vessel issues early, rather than waiting for public complaints.

New State Law (Effective Jan 1):
Vessels moored for more than 14 consecutive days will require a permit.
This will help the City and County track and enforce responsible vessel activity and ensure compliance.

Environmental Concerns:
Addressing illegal waste discharge into the lagoon is part of the program.
Through daily interactions, staff will identify liveaboards, offer guidance, and encourage best practices.

Main Objective:
Discourage long-term, untended mooring in vital corridors.
Keep the waterway clear for navigation and protect public infrastructure.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve Resolution No. 25-R49.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

B. Resolution 25-R50 approving a Stormwater and Drainage Utilities Easement from the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority to Kings Landing FT Pierce LLC for the Villas at King's Landing.

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

RESOLUTION NO. 25-R50
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING A STORMWATER AND DRAINAGE EASEMENT FOR THE KING'S LANDING VILLAS PLAT PROPERTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R50.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

C. Resolution 25-R54 approving the City of Fort Pierce Local Housing Assistance Program (LHAP) Amendment for the 2024-2027 report.

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

RESOLUTION NO. 25-R54
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA APPROVING THE AMENDED LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE;

AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 25-R54.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson, Commissioner James Taylor

Passed

14. COMMENTS FROM THE PUBLIC

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

No public comments

15. COMMENTS FROM THE CITY MANAGER

City Manager, Richard Chess commented that he met with the County Administrator last week in an effort to coordinate a joint meeting between the County Administration and the City Commission.

City Clerk, Linda Cox – No comments

City Attorney, Sara Hedges – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Johnson commented on an email starting the TPO process.

Commissioner Gaines thanked Deputy Chief Norris.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Hudson adjourned the meeting at 10:21 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. A.**

Meeting Date: 08/04/2025

Re: Justice For Survivors Week Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Justice For Survivors Week Proclamation

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Justice for Survivors Week

Form Review

Form Started By: Latoya Ransom Started On: 07/03/2025 09:19 AM

Final Approval Date: 07/03/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Narcissistic Abuse Justice Week serves as a vital opportunity to confront and expose the severe psychological abuse of narcissistic relationships, which systematically destroys a survivor's sense of self, safety, and dignity, and has been tragically linked to suicide; and

WHEREAS, narcissistic abuse is a deliberate pattern of coercive, manipulative, and psychologically devastating tactics that deeply harm victims and communities; and

WHEREAS, Daniel Ryan Cotler, a nationally recognized survivor, bestselling author, and founder of the Heal Loudly Movement, has dedicated his life to educating the public, supporting survivors, and demanding legal reforms through initiatives such as the Voiceless Justice Act and the FRANKIE Initiative; and

WHEREAS, the Heal Loudly Movement has reached millions, empowering survivors to break the silence, reclaim their voices, and expose the true harm of psychological abuse, creating a vital public conversation that demands justice; and

WHEREAS, the City of Fort Pierce stands with Daniel Ryan Cotler and all survivors, acknowledging that justice, education, and survivor-centered advocacy are essential to breaking the cycle of psychological violence.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim August 3-6:

Narcissistic Abuse Justice Week

and encourage all residents to stand with the Heal Loudly Movement, support survivors, and advance the mission of ending the silent epidemic of narcissistic abuse.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida to be affixed this 4th day of August 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **10. A.**

Meeting Date: 08/04/2025

Re: Lincoln Park Main Street Fort Pierce, Inc. Program Update

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

SUBJECT:

Lincoln Park Main Street, Inc. program update covering the third quarter of FY2025 (April 1, 2025 to June 30, 2025.)

Attachments

Presentation

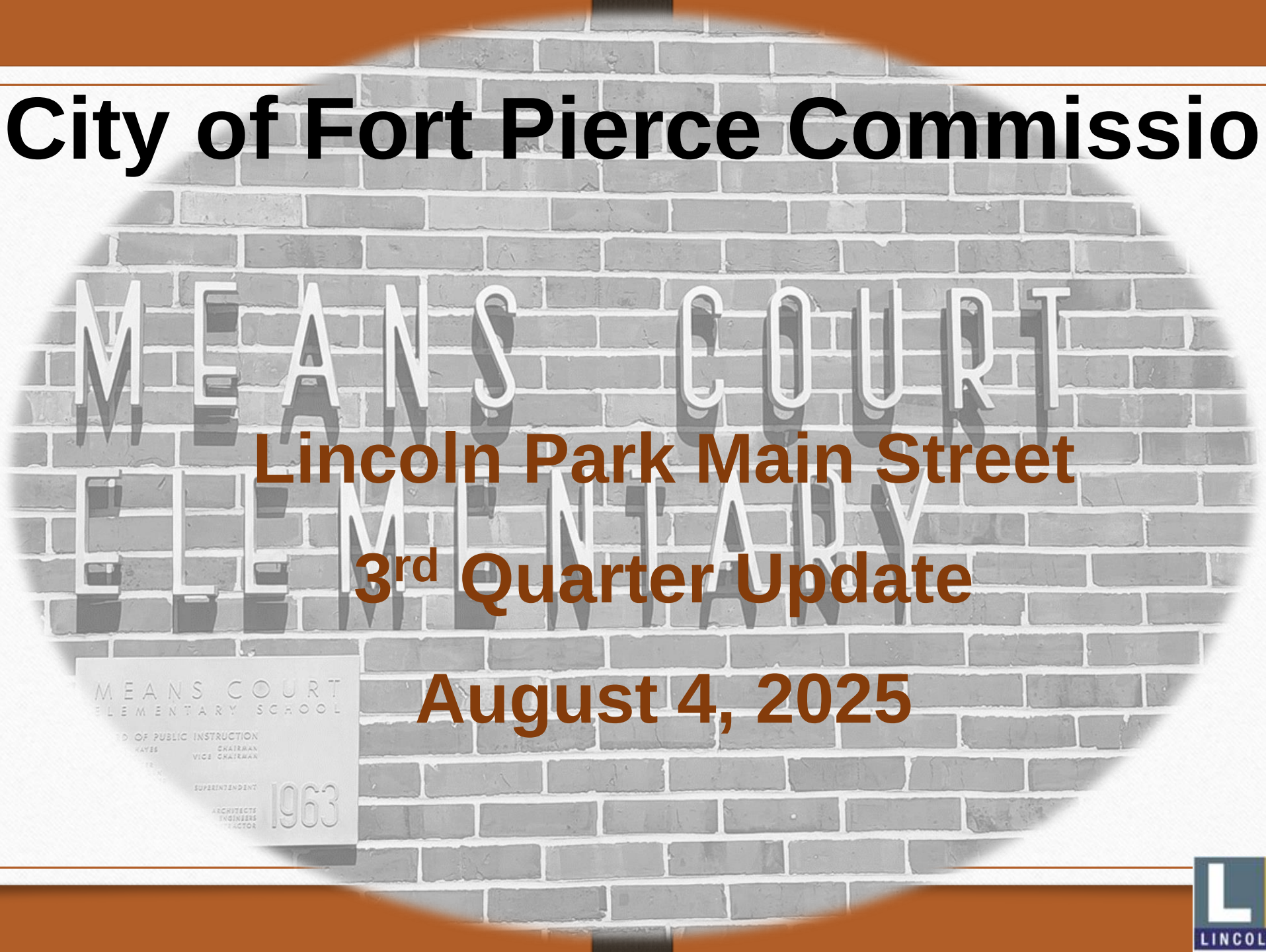
Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore	07/23/2025 02:31 PM
City Manager	Richard Chess	07/30/2025 08:49 AM

Form Started By: Audria Moore Started On: 05/06/2025 10:04 PM

Final Approval Date: 07/30/2025

City of Fort Pierce Commission



Lincoln Park Main Street

3rd Quarter Update

August 4, 2025

3rd Quarter FY 2024 – 2025 Activities
April – June 2025

- Vendor at Treasure Coast History Festival
- Lincoln Park Historic Survey Community Outreach
- Lincoln Park Showcase Newsletters April - June
- Bleu Clarinet Owners & Operators Granny's Kitchen Technical Assistance w/Grant Application
- Website Design Development Update
- Moore's Creek Concert with Levitt Fort Pierce
- Jazz on Moore's Creek

FORT PIERCE, FL
THE SUNRISE CITY

LPMS
LINCOLN PARK MAIN STREET

ECONOMIC VITALITY: Business Development

Lincoln Park Businesses & Owners

Lincoln Park Main Street District

Business Name	Address	Zip Code	Phone	Point of Contact	Owner Contact	Owner Address
PHATZ Chick N' Shack	421 N. US Highway 1,	34950	772-882-4838	Tesa Adams	Robert & Tesa Adams	
Carwash Kartoon DBA Baker's Properties	430 North US 1,	34950	772-429-8700	Ken Dixon	Ken Dixon	430 North US 1, Fort Pierce, Florida
Chinese To-Go	431 North 25th Street,	34950	772-460-8823	Sombat Ratuppanant	Sombat Ratuppanant & Tassanaporn Ratuppanant	1056 SW Placetas Ave, Port St. Lucie, FL 34953-3478
Commercial Building	441 Means Court,	34950			Bertha M. McDonald	P.O. Box 4189, Fort Pierce, FL 34948-4189
VACANT LOT	480 N. 7th Street,	34950		St. Lucie County	St. Lucie County	C/O Management & Budget Fort Pierce, 34982-5632
Lucky 7 Food Mart	510 North 13th Street,	34950	772-242-8977			
Serenity Hair Salon	605 N Orange Avenue,	34950	772-828-7342	Candance	605 Ministries LLC	117 Orange Avenue, Fort Pierce, FL 34950-4346
International Longshoremen	705 Cedar PL,	34950			Longshoremen St. Lucie County	503 N. 7th St, Fort Pierce, FL 34950-8229
Vacant Building	720 Avenue D,	34950		David Hall	David Hall	P.O. Box 9342, Port St. Lucie, FL 34985-9342
United Insurance Agency	720 Delaware Ave, Suite G	34950	772-468-8427	Calvin Richardson	Calvin Richardson	720 Delaware Avenue, Suite G Ft. Pierce, FL

96 Businesses Listed within the District
18 Outside of the District

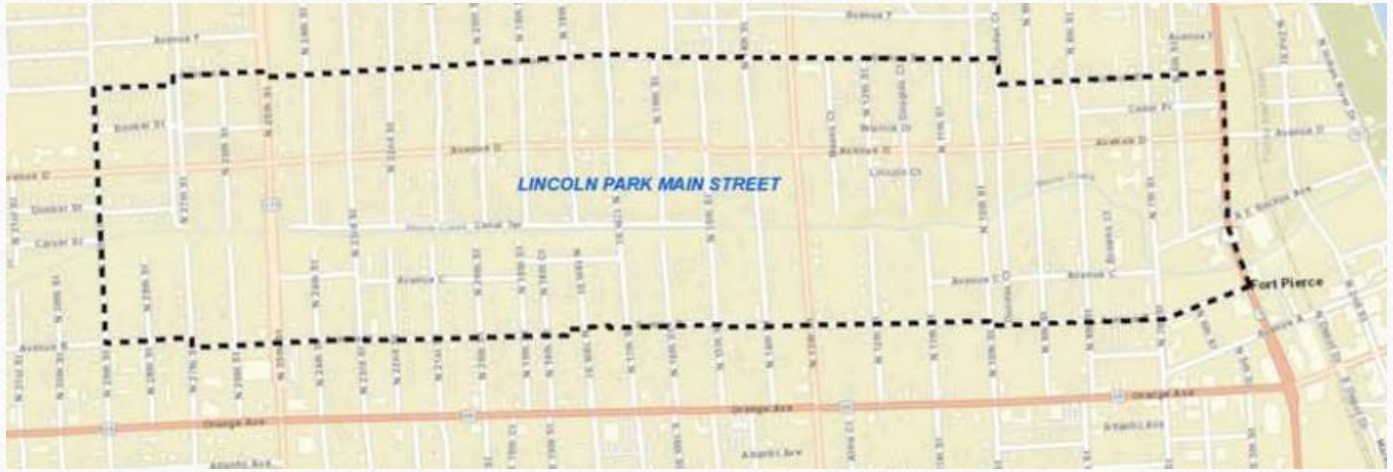
Vacant and Occupied Commercial Properties Database

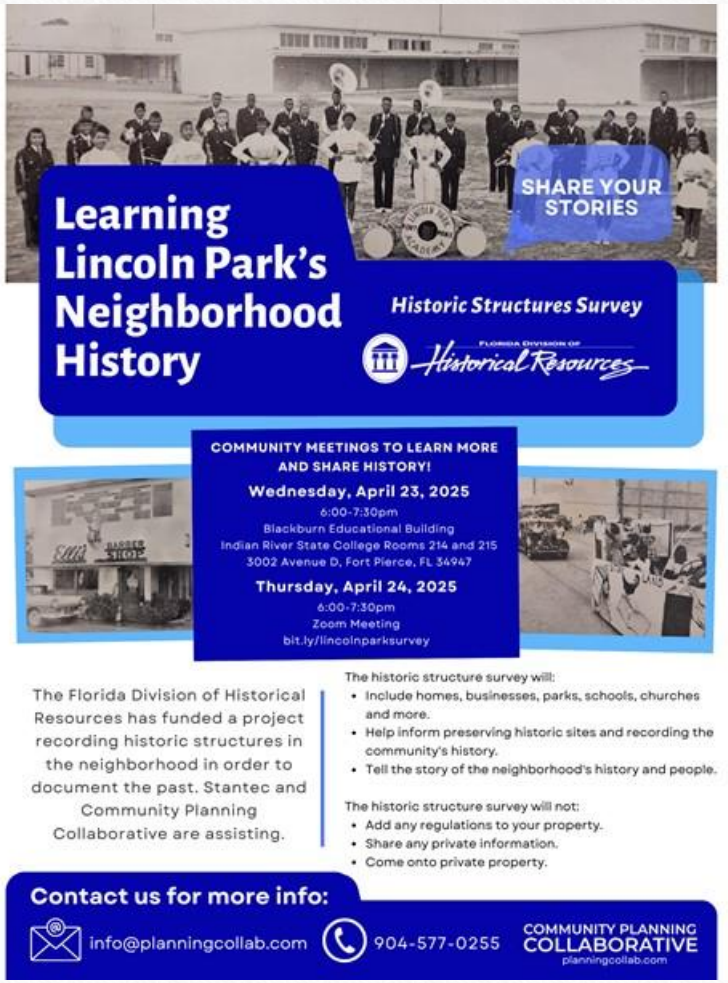
BUSINESS NAME
PROPERTY ADDRESS
EMAIL ADDRESS
PHONE #
PROPERTY OWNER'S NAME
PROPERTY OWNER’S MAILING ADDRESS
PROPERTY OWNER’S PHONE #
EMAIL ADDRESS
LAND USE
BUILDING/LOT SIZE: **SQUARE FOOTAGE:**
HISTORIC STATUS
INTERIOR CHARACTERISTICS
EXTERIOR CHARACTERISTICS
ZONING

DESIGN: Physical Improvements

Historic Preservation

Map of Survey Area
US Hwy 1 – 29th Street
Avenue B – Avenue E





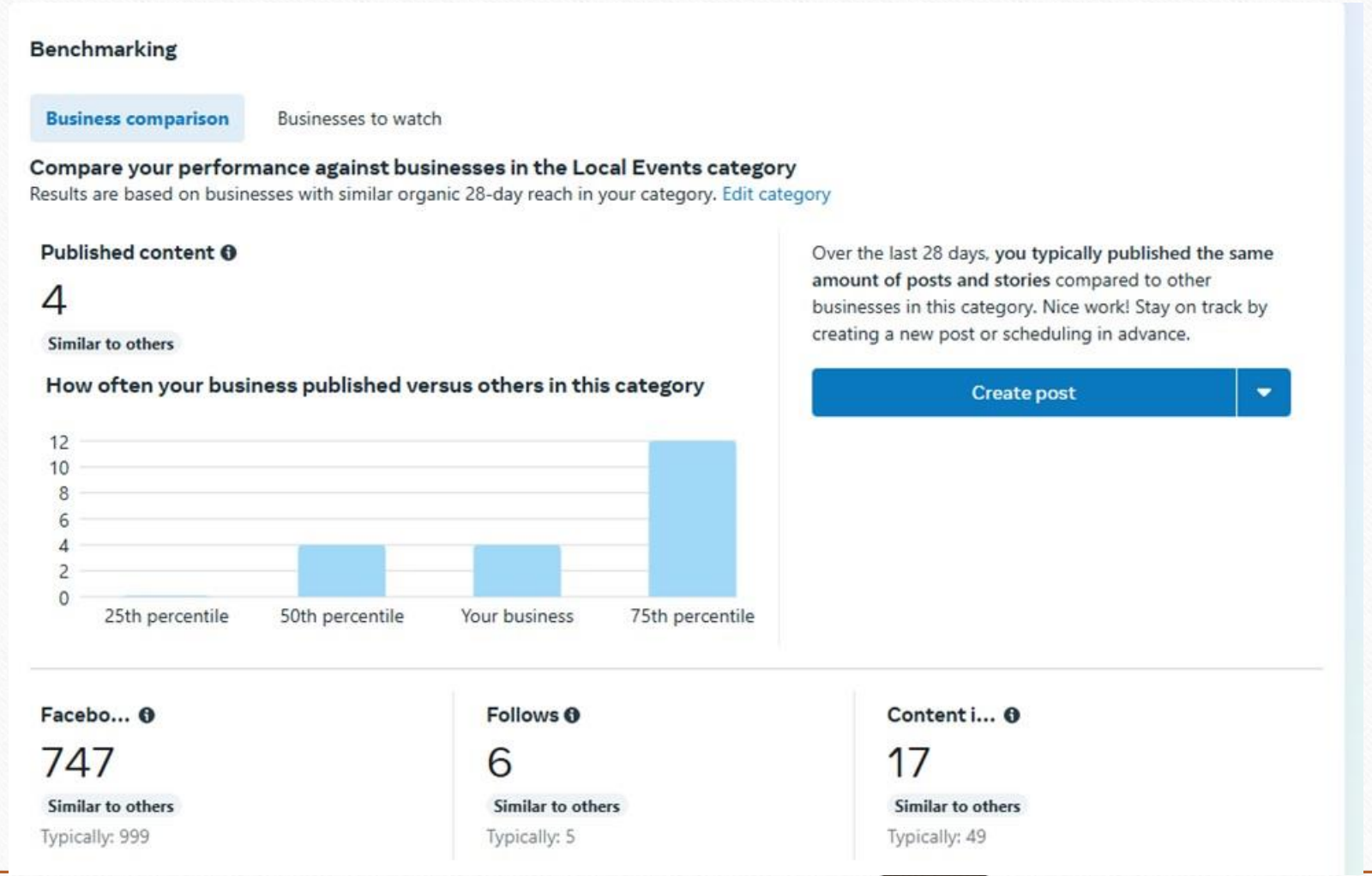
PROMOTION: Marketing Events

Jazz on Moore's Creek

FORT PIERCE, FL · THE SUNRISE CITY

LPMS
LINCOLN PARK MAIN STREET

Social Media Data Sheets



All content

Ad account: Pamela Carithers 243669768 | Create post

Posts and Stories: 1 sel... | Media type | Filter | Clear | Search by ID or caption | Columns

Title		Date published	Reach	Likes and reactions	Comments	Shares
Your Video Reel · Lincoln Park Main Street, Inc.	Boost	Fri Jun 20, 12:02pm	44	1	0	0
The return of Jazz on Moore's Creek, Friday, June 20, ... Video · Lincoln Park Main Street, Inc.	Boost	Mon Jun 16, 3:05pm	59	1	0	0
The return of Jazz on Moore's Creek, Friday June 20, 2... Photo · Lincoln Park Main Street, Inc.	Boost	Sat Jun 7, 11:32pm	172	4	0	4
Post: "Fort Pierce and Lincoln Park community, come ... Ad ·	Boost	Wed Apr 16, 9:50pm	2.8K	--	--	--
Fort Pierce and Lincoln Park community, come and le... Photo · Lincoln Park Main Street, Inc.	Boost	Wed Apr 16, 9:49pm	2.8K	15	0	2
Lincoln Park Neighborhood History Text · Lincoln Park Main Street, Inc.	Boost	Wed Apr 16, 9:48pm	3	--	--	--
Lincoln Park Neighborhood History Text · Lincoln Park Main Street, Inc.	Boost	Wed Apr 16, 9:46pm	0	--	--	--

FORT PIERCE, FL · THE SUNRISE CITY

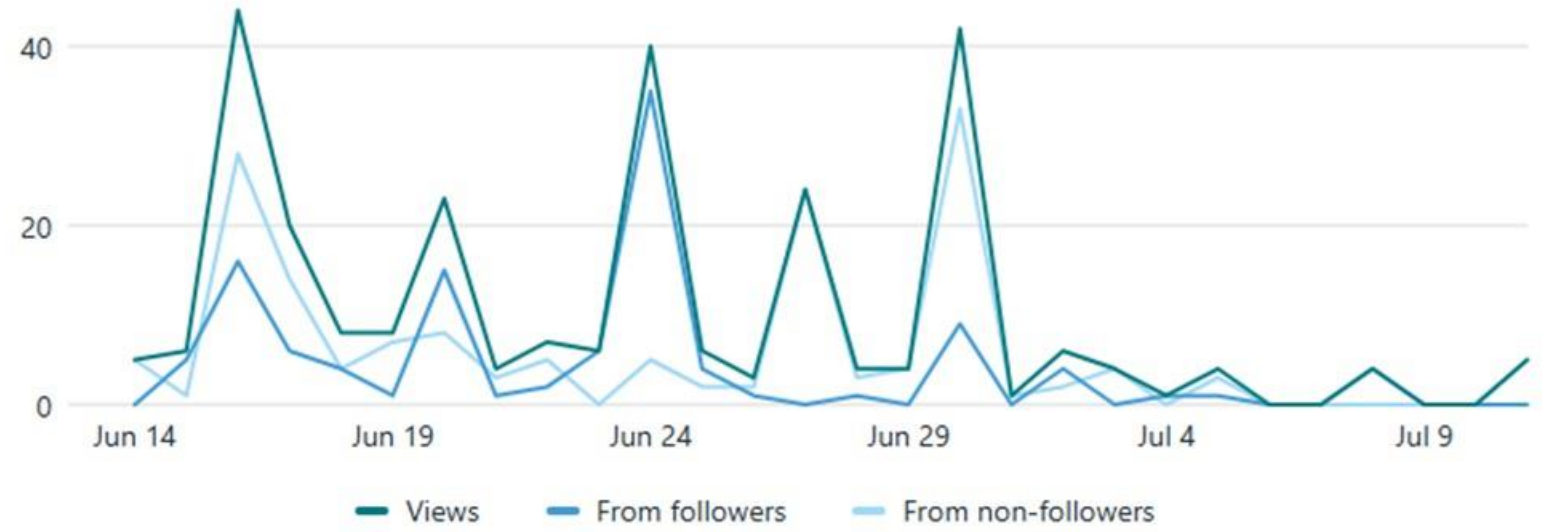
LPMS LINCOLN PARK MAIN STREET

Content overview

Breakdown: Followers/non-followers

All | Posts | Stories | Reels | Videos | Live

Views	Reach	3-second views	1-minute views	Content interactions	Watch time
279 ↓ 11.1%	731 ↑ 176.9%	28 ↑ 100%	0 0%	5 ↓ 44.4%	7m 53s ↑ 54.2K%



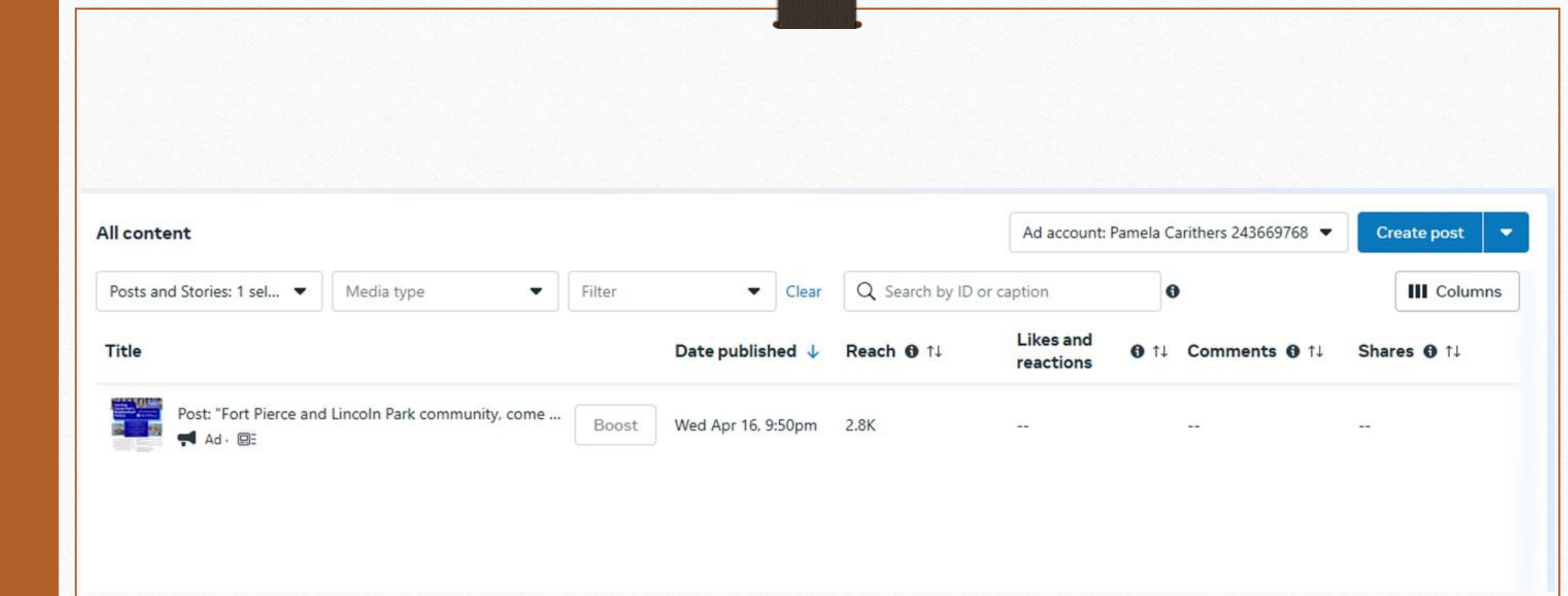
Views breakdown

Jun 14 – Jul 11

Total
279 ↓ 11.1%

From followers
116 ↓ 21.1%

From non-followers
163 ↓ 2.4%


All content
Ad account: Pamela Carithers 243669768
Create post
Posts and Stories: 1 sel...
Media type
Filter
Clear
Search by ID or caption
Columns
Title
Date published
Reach
Likes and reactions
Comments
Shares
Post: "Fort Pierce and Lincoln Park community, come ...
Ad ·
Boost
Wed Apr 16, 9:50pm
2.8K
--
--
--

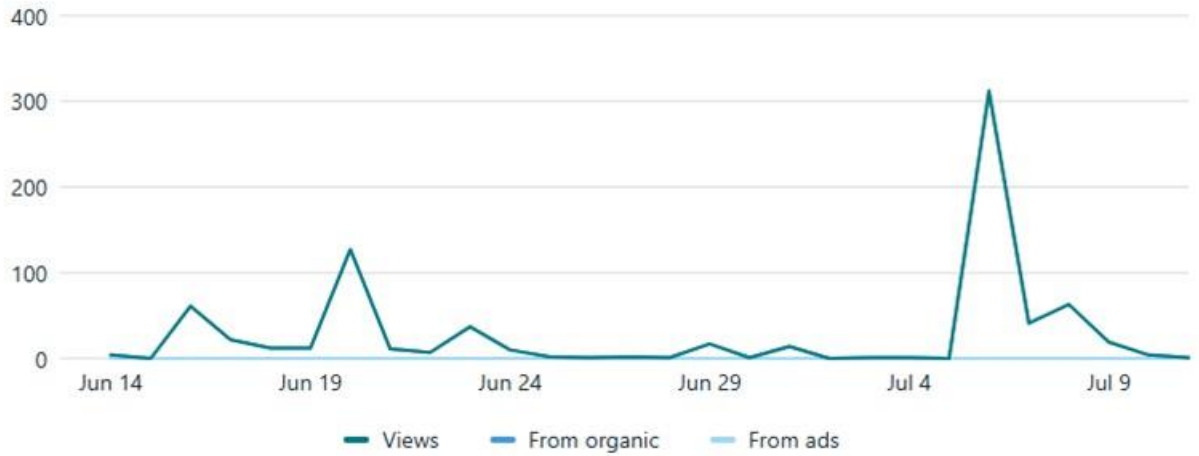
Social Media Data Sheets

Content overview

Breakdown: Organic/ads

All | Posts | Stories | Reels | Videos | Live

Views	Reach	3-second views	1-minute views	Content interactions	Watch time
783 ↑ 625%	724 ↑ 761.9%	86 ↑ 2.0K%	0 0%	17 ↑ 750%	27m 8s ↑ 3.0K%



Views breakdown
Jun 14 – Jul 11

Total
783 ↑ 625%

From organic
783 ↑ 625%

From ads
0 0%

Top content by views

Boost content | See all content

Time Remaining: 9:07

Branding

Jazz on Moore's Creek 6/20/2025
Testimonials

1. "Jazz on Moore's Creek in Fort Pierce is a fantastic night out!"

   Shearon B.

2. "The live music is superb, the atmosphere is vibrant, and the food vendors add to the fun".

   Sarah Billingsly, New Jersey

3. It's truly a celebration of jazz and community in a beautiful setting. I attend every event"

   Harold K.

4. "Lincoln Park Main Street has been working to revive our community."

   Helen Young

5. "Main Street work to keep our history alive."

   Joe P.

6. "Working with businesses and folks in the community interested in going into business with opportunities while honoring our rich history."

   James Karas

7. "The museum helped me learn so much about the history of Lincoln Park! The displays brought the past to life and gave me a deeper appreciation for this community."

   Charles Mathis, Ohio

Lincoln Park Main Street Survey

1. What is your zip code?

   ___ 34946 ___ 34947 ___ 34950 _____ Other

2. What is your age?

   __ Under 20 __ 21-24 __ 25-34 __ 35-44 __ 45-54
   __ 55-64 __ 65-74 __ 75 and over

3. What is your gender?
   __ Female __ Male __ Other __ Prefer not to say

4. Do you live in Lincoln Park?
   __ Yes
   __ No (If no, answer #5)

5. Do you consider yourself a part of the Lincoln Park Community?
   __ Not at all
   __Somewhat
   __ Very Much

6. What do you know about Lincoln Park Main Street?

   __ I Know A Lot
   __ I know very little
   __ I don't know much about Lincoln Park Main Street

7. How often to you participate or visit Jazz on Moore's Creek, workshop, other events?
   __ All of the time
   __ Most of the time
   __ Sometime
   __ Never

8. Do you know what historic preservation is?
   __ Yes
   __ No
   __ Not Sure

9. How familiar are you with historic preservation?
   __ Very Familiar
   __ Somewhat Familiar
   __ Not Familiar at All

10. Is there anything you want to add?

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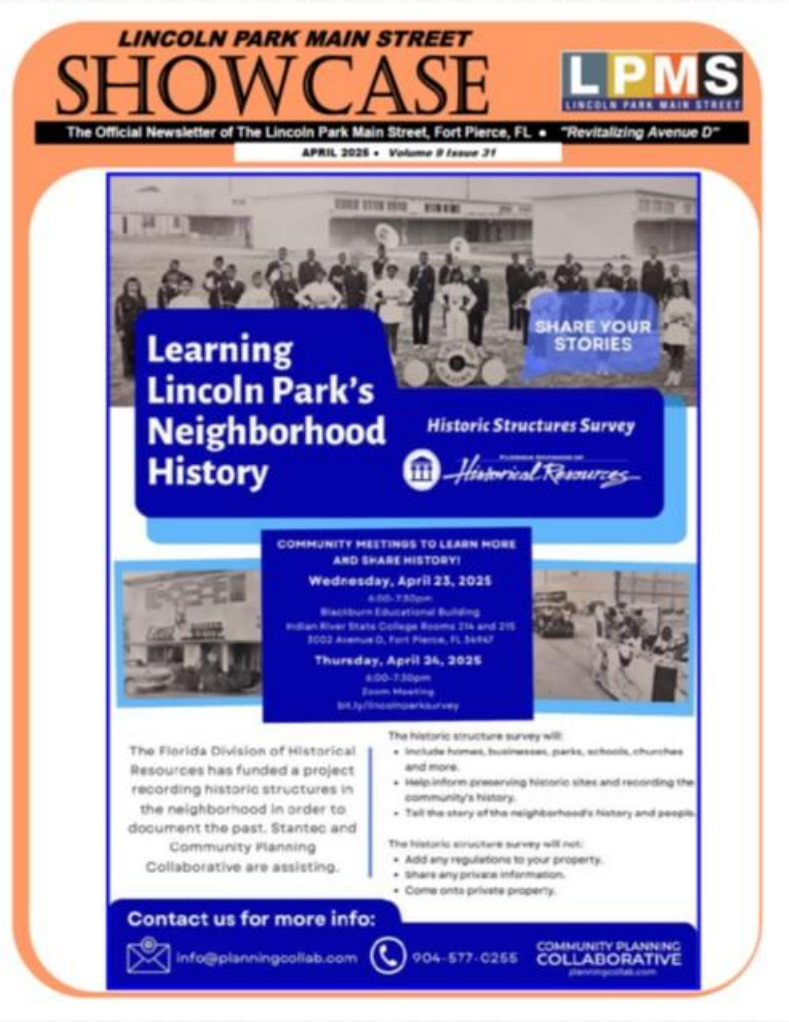
LPMS LINCOLN PARK MAIN STREET

Lincoln Park Showcase Newsletters



LINCOLN PARK MAIN STREET
SHOWCASE
LPMS LINCOLN PARK MAIN STREET

The Official Newsletter of The Lincoln Park Main Street, Fort Pierce, FL • "Revitalizing Avenue D"

APRIL 2025 • Volume 9 Issue 31

Learning Lincoln Park's Neighborhood History

SHARE YOUR STORIES

Historic Structures Survey

Florida Division of Historical Resources

COMMUNITY MEETINGS TO LEARN MORE AND SHARE HISTORY!

Wednesday, April 23, 2025
6:00-7:30pm
Blackburn Educational Building
Indian River State College Rooms 214 and 215
3002 Avenue D, Fort Pierce, FL 34947

Thursday, April 24, 2025
6:00-7:30pm
Zoom Meeting
bit.ly/lincolnparksurvey

The Florida Division of Historical Resources has funded a project recording historic structures in the neighborhood in order to document the past. Stantec and Community Planning Collaborative are assisting.

The historic structure survey will:
- Include homes, businesses, parks, schools, churches and more.
- Help inform preserving historic sites and recording the community's history.
- Tell the story of the neighborhood's history and people.

The historic structure survey will not:
- Add any regulations to your property.
- Share any private information.
- Come onto private property.

Contact us for more info:
info@planningcollab.com 904-577-0255 COMMUNITY PLANNING COLLABORATIVE

LINCOLN PARK MAIN STREET
SHOWCASE
LPMS LINCOLN PARK MAIN STREET

The Official Newsletter of The Lincoln Park Main Street, Fort Pierce, FL • "Revitalizing Avenue D"

MAY/JUNE 2025 • Volume 9 Issue 32

Fort Pierce Native Arthur Davis Mr. D's Fried Chicken is Poster Child for Mississippi Tourism

By Daniella DiRienzo *Posted in Mississippi Dining March 09, 2021*

This Remote Restaurant In Mississippi Will Take You A Million Miles Away From Everything.

Driving miles and miles out of the way just to dine at a specific restaurant may seem a bit absurd, but that's just because you haven't been to the Old Country Store in Lorman. Despite its remote location, the Old Country Store continues to attract diners from near and far, and after one bite of the country restaurant in Mississippi's famous southern cuisine, you'll definitely understand why.

Arthur "Art" Davis, Owner of Old Country Store.

Housed in a building that is over 100 years old, a visit to the Old Country Store is truly an experience. The still-functioning general store and restaurant has become known for serving "the best fried chicken in the world," which is prepared by the singing cook, Mr. D.

Located in the small, unincorporated community of Lorman, the Old Country Store is situated along US 61 between Port Gibson and Natchez, just off the Natchez Trace Parkway (milepost 30, MS Hwy 552 exit).

Although remote, a visit to the restaurant would make the perfect addition to a trip along the renowned parkway, providing amazing scenery along the way. And what better way to end a relaxing drive than with a buffet of mouthwatering southern cuisine?

Story Continues on Page 4

Inside This Issue

Mr. D's Fried Chicken
African American Music Appreciation 2

Our Sponsoring Partners

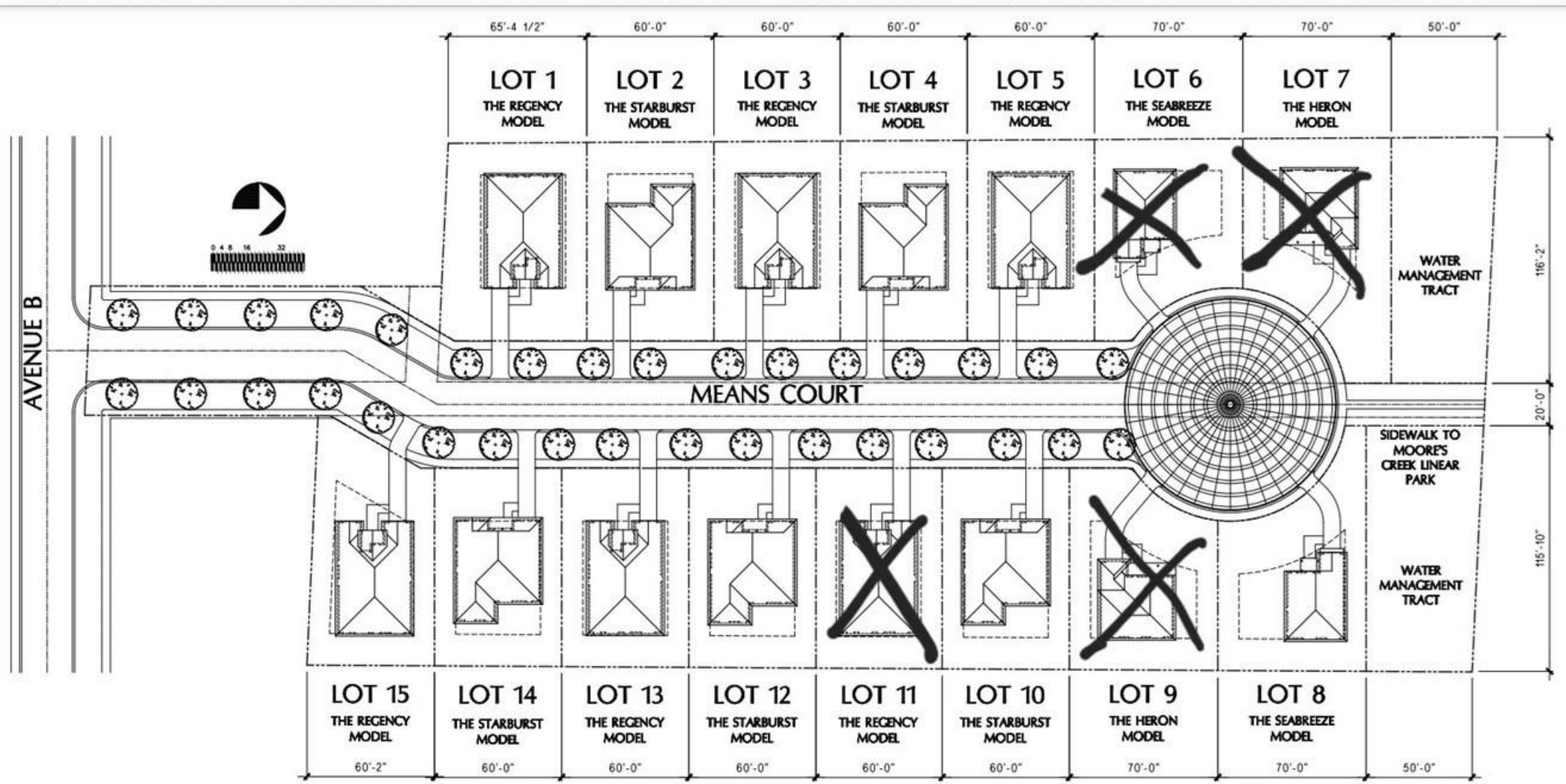
Jazz on Moore's Creek 3
Mr. D's Fried Chicken 4-5, 7
Stone Brothers Funeral Home 5
Commercial Façade Grant 8
Commercial Sign Grant Program 9
Florida Humanities Council 10
Area Regional Transit 10
City of Fort Pierce 10
St. Lucie County 10
Main Street America 10
Sam's Club 11
Black History 12-13
Children's Services Council 14
Guided Tours 14
Sarah's Memorial Chapel 15
Bonner Mobile Bar 15
MV Transportation 15
Jackson Hewitt 15
Adams Ranch 15
Indian River State College 15
FPUA 16
Highwaymen Museum 16

FORT PIERCE, FL • THE SUNRISE CITY •

LPMS LINCOLN PARK MAIN STREET

ORGANIZATION: Partnerships

- ✓ Partnering with Oaks at Moore's Creek II
- ✓ Planning Community Event
- ✓ Affordable housing for ownership workshops
- ✓ Districtwide approach



Maurice Menasche, P.A.

REVISIONS

OAKS AT MOORE'S CREEK, PHASE 2

PROPOSED SINGLE FAMILY RESIDENCES

FORT PIERCE, FLORIDA

Volunteer Engagement

Number of Hours * # of Volunteers = Total Volunteer Hours per Event.

- ✓ Learning Lincoln Park's Neighborhood History: 5 hrs. * 4 = 20 hours
- ✓ Levitt AMP Fort Pierce: 4 hrs. * 3 = 12 hours
- ✓ Jazz on Moore's Creek: 4 hrs. * 6 = 24 hours
- ✓ Lincoln Park Main Street Board Meetings: 2 hrs. * 9 * 3 = 54 hours

Total Hours: 110

Resource Management

Grant applications submitted to the following governmental and/or private foundations for funding:

- ✓ Florida Department of State Division of Historical Resources
- ✓ Florida Department of State Division of Arts & Culture
- ✓ The John Templeton Foundation
- ✓ The Archie Green Fellowship @ The American Folklife
- ✓ The Council on Library and Information Resources

QUESTIONS?

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 08/04/2025

Re: Purchasing Security Camera For the IRSC Sub-Award Grant

Submitted For: Robert Ridle, Acting Chief of Police, Police Department

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SUBJECT:

Approval to purchase 20 security cameras from Tactical Video, Inc. in the amount of $85,444.00, to be installed in the area of the IRSC Blackburn Educational Building to improve public safety, reduce crime, enhance law enforcement effectiveness, and foster community engagement using the award through IRSC.

SUMMARY:

The Police Department has tentatively been awarded $85,444.00 as a sub-recipient through Indian River State College (IRSC). IRSC was awarded a $4M grant for their Blackburn Educational Building through the Florida Department of Economic Opportunity, Capital Projects Funds (CPF) Multi-Purpose Community Facilities Program (MPCF). This grant was written with proposals from the Police Department and the Fort Pierce Utilities Authority, both of which will be sub-recipients of the award. The Police Department submitted a proposal to purchase and have approximately twenty (20) security cameras installed in the area of the Blackburn Educational Building to improve public safety, reduce crime, enhance law enforcement effectiveness, and foster community engagement. The Fort Pierce Utilities Authority has agreed to install the cameras. The Commission approved the award acceptance on December 16, 2024.

RECOMMENDATION:

The recommendation is to approve the purchase of surveillance cameras.

ALTERNATIVES:

The alternative is to not approve the purchase and withdraw from the sub-award from IRSC.

RESPONSIBLE STAFF:

Sgt. Jeffrey Wachendorfer

COORDINATED WITH:

Jeffrey Wachendorfer, Sergeant
John Fasanello, Lieutenant
Melissa Alexander, Grant Coordinator
Cindy Bruin, IRSC Executive Director of Grants & Sponsored Programs
Jason Mittler, FPUA Manager

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025
Account: 1013005.564100
Amount: 85444.00
FISCAL IMPACT:
This is a reimbursement grant. IRSC will reimburse the City after the completed purchase is completed.

Attachments

Commission Approval of Award
Tactical Video Quote

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/29/2025 01:33 PM
City Manager	Richard Chess	07/30/2025 08:52 AM
Form Started By: Melissa Alexander		Started On: 07/18/2025 08:07 AM
Final Approval Date: 07/30/2025		

City Commission Regular Meeting - 5:05 pm **Agenda Item # 11. a.**

Meeting Date: 12/16/2024
Re: Approval and Acceptance of Subaward from Indian River State College
Submitted For: Diane Hobley-Burney, Chief of Police, Police Department

SUBJECT:
Approval and acceptance by the City of Fort Pierce for the Sub-award received from Indian River State College for $95,444.00 to be used for the purchase of security cameras.

SUMMARY:
The Police Department has tentatively been awarded $95,444.00 as a sub-recipient through Indian River State College (IRSC). IRSC was awarded a $4M grant for their Blackburn Educational Building through the Florida Department of Economic Opportunity, Capital Projects Funds (CPF) Multi-Purpose Community Facilities Program (MPCF). This grant was written with proposals from the Police Department and the Fort Pierce Utilities Authority, both of which will be sub-recipients of the award. The Police Department submitted a proposal to purchase and have approximately twenty (20) security cameras installed in the area of the Blackburn Educational Building to improve public safety, reduce crime, enhance law enforcement effectiveness, and foster community engagement. The Fort Pierce Utilities Authority has agreed to install the cameras.

This grant does not require a match.

The documents have been submitted to the City Attorney's Office and have been approved for form and correctness.

RECOMMENDATION:
Staff recommends approval of the Sub-Recipient Commitment Form and the FDP Cost Reimbursement Sub-award.

ALTERNATIVES:
Do not approve the sub-recipient award; subsequently, funds will not be awarded.

RESPONSIBLE STAFF:
Jason Braun, Captain

COORDINATED WITH:
Jason Braun, Captain
Melissa Alexander, Grant Coordinator
Cindy Bruin, IRSC Executive Director of Grants & Sponsored Programs
Jason Mittler, FPUA Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 1013005.5664100
Amount: 95,444.00
FISCAL IMPACT:
This grant was included in the Police Grants Fund for capital purchases.

Attachments

IRSC Subrecipient Commitment Form for Signature
FDP Cost Reimbursement Subaward for Signature
RLS Memo from City Attorney's Office
IRSC Project Executive Summary
MPCF Scope of Work

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	12/05/2024 01:01 AM
City Manager	Linda Cox	12/05/2024 09:26 AM
Form Started By: Melissa Alexander		Started On: 11/26/2024 10:09 AM
Final Approval Date: 12/05/2024		

TacticalVIDEO

Quotation

Client Information	Shipper Information
Fort Pierce PD Overt Pole Camera Quotation Quote Version 2	Tactical Video Inc. 9219 US Highway 42 Suite #D-239 Prospect, KY 40059 Phone: 630.445.1209 Fax: 630.839.0005 Sales@TacticalVIDEO.com

Date	Quote #	Exp Date	Terms	Contact
07/14/2025	TVI07142025-14	08/13/2025	At Receipt of Invoice	Jeff Gibson

Item #	Description	Quantity	Unit Cost	Total
	Overt Surveillance Camera Quotation **Matrix Cameras (incl. Exacq DVR SW & Local 1TB DVR Memory)**			
1	Axis Q6135-E 2mp PTZ Camera w/30x Optical Zoom	20	$4,049	**$ 80,980.00**
2	Axis TQ5001-E Wall and Pole Mount	20	$119	**$ 2,380.00**
			Sub Total	**$ 83,360.00**
			Shipping	**$ 2,084.00**
			Total	**$ 85,444.00**

OPTIONS

Notes

The purchase of products and/or services from Tactical Video are subject to the standard terms and conditions located at the following URL: http://www.tacticalvideo.com/pdf/terms.pdf. By accepting this Quote/Order Form you are agreeing that you have read and agreed to the terms and conditions. All software renewals require prepayment. Hardware/Software orders over $2,500 require 50% payment up front, 50% due within 15 days of receipt. Pricing valid for 30 days from date of quotation. Labor not included unless explicitly stated in writing. All Labor figures are estimates and only actual hours will be billed unless otherwise noted.

Quotation is Confidential and Proprietary

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 08/04/2025

Re: Travel Request - FLC 2025 Annual Conference

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval of City Manager Richard D. Chess's request to attend the Florida League of Cities 2025 Annual Conference in Orlando, Florida from August 14, 2025, to August 17, 2025, for the amount of $1,650.42.

Attachments

Travel Request

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/17/2025 04:12 PM

Form Started By: Jennifer Robinson Started On: 07/17/2025 04:00 PM

Final Approval Date: 07/17/2025

REGISTRATION INFORMATION

Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302
850.222.9684

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION

Signia by Hilton Orlando Bonnet Creek
1411 Bonnet Creek Resort Ln.
Orlando FL 32821

DATE: **06/18/25**

1. TRAVELER'S NAME: Richard D. Chess
2. DEPARTURE DATE: 8/14/2025
3. RETURN DATE: 8/17/2025
4. DESTINATION: Orlando, FL
5. CODE CHARGE: **0011300-540200**
6. AMT BUDGETED: $2,000.00

DEPARTMENT: City Manager
DEPARTURE TIME: 8:00 AM
RETURN TIME: 12:00 PM
PURPOSE: Attending FLC 2025 Annual Conference

7. BALANCE AVAILABLE: **$5,790.23**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

		PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:			650.00		
* HOTEL BILL: Confirmation #	$204/night		612.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)				5.00	
* COMMUNICATION:					
* FARES: AIR FARE					
* TAXI, BUS					
* CAR RENTAL					
* MILEAGE @ 0.70	225.1			157.57	
* GASOLINE EXPENSE					
* TOLL ROAD FEES OR PARKING FEES			128.25		
* MISC. EXPENSES					
MEALS					
3 BREAKFAST @ $8.00				24.00	
2 LUNCH @ $8.00				16.00	
2 DINNER @ $20.00				40.00	
SPECIAL LUNCHEON/BANQUET				0.00	
7% STATE TAX				5.60	
15% GRATUITIES				12.00	
TOTALS		0.00	1,390.25	260.17	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

R D C
CITY MANAGER 6/20/2025
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

THE SUNRISE CITY
FORT PIERCE
Florida

REQUEST FOR LEAVE OF ABSENCE (220 FORM)

***NOTE TO ALL DEPARTMENT HEADS: ALL REQUESTS FOR LEAVE OF ABSENCE IN A PAY PERIOD SHOULD BE IN YOUR OFFICE NO LATER THAN THE MONDAY FOLLOWING THE END OF THE PAY PERIOD.**

NAME OF EMPLOYEE: Richard D. Chess	TITLE: City Manager
DEPARTMENT: City Manager	DIVISION:
EFFECTIVE DATE: August 14, 2025	TIME: 8:00 AM
TERMINATION DATE: August 15, 2025	TIME: 5:00 PM

TYPE OF LEAVE	TOTAL HOURS	TYPE OF LEAVE	TOTAL HOURS
VACATION WITH PAY (AL)		ADMIN LEAVE WITH PAY	16
SICK LEAVE WITH PAY (SL)		CIVIL LEAVE (COURT DUTY)	
LEAVE WITHOUT PAY (LW)		COMPENSATORY TIME OFF	
INJURY LEAVE (LP)		OTHER (EXPLAIN BELOW)	

COMMENTS:

Attending FLC 2025 Annual Conference in Orlando, Florida

_____ DATE
EMPLOYEE SIGNATURE

_____ DATE_____/_____/_____
SUPERVISOR SIGNATURE

_____ DATE _____/_____/_____
DEPARTMENT HEAD SIGNATURE

R d D. C _____ DATE 6/20/2025
CITY MANAGER SIGNATURE
(for travel approval)

Revised 3/17/23 JDR

TENTATIVE PROGRAM

WEDNESDAY, AUGUST 13, 2025

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Workshop
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at *rembleton@flcities.com*

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at *rembleton@flcities.com* for more details.

THURSDAY, AUGUST 14, 2025

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes), and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: *Registration is limited to the first 175 people and will be on a* **first-come, first-served basis.**

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

10:15 a.m. - 11:30 a.m.
Workshop

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide, and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Connect, Collaborate, and Caffeinate: Speed Networking for Elected Officials and Staff
Get ready for a dynamic networking experience! Fuel up with coffee and snacks as you engage in fun, fast-paced conversations and make meaningful connections with fellow leaders in local government. Don't forget your business cards.

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 15, 2025

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at *candrewsmoye@flcities.com* for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us on the Waterside Verandah for a sunrise yoga class. Flow with grace in a variety of postures

TENTATIVE PROGRAM

FRIDAY, AUGUST 15, 2025, *CONTINUED*

designed to open up your mind, body, and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all fitness levels. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, but **pre-registration is required**, and the class is limited to the **first 40 participants.**

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session

Presiding: *FLC President* **Michael C. Blake, Mayor,** *City of Cocoa.*

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Jon Meacham.**

Michael C. Blake

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open

Jon Meacham

Presidential historian and Pulitzer Prize-winning author Jon Meacham is one of America's most prominent public intellectuals. A highly sought-after commentator, Meacham regularly appears on MSNBC, CNN, and other news outlets. A skilled orator with a depth of knowledge about politics, religion, and current affairs, Meacham has the unique ability to bring history to life and offer historical context to current events and issues impacting our daily lives – whether we realize it or not – to audiences of all backgrounds and levels of understanding.

He served as *Newsweek's* managing editor from 1998 to 2006 and as editor from 2006 to 2010.

Meacham is the author of multiple *New York Times* bestsellers. In 2022, he published And *There Was Light: Abraham Lincoln and the American Struggle*, which won numerous awards, including the Lincoln Prize, and spent 16 weeks on the Times bestseller list. A #1 *New York Times* bestseller, Meacham's *The Soul of America: The Battle for Our Better Angels* examines the present moment in American politics and life by looking back at critical times in U.S. history when hope overcame division and fear.

Meacham is a frequent guest on *Morning Joe, Real Time with Bill Maher, The 11th Hour,* and was featured in Ken Burns' documentary series *The Roosevelts: An Intimate History.* FOX News produced an hour-long special about Meacham's *Destiny and Power.*

Named a "Global Leader for Tomorrow" by the World Economic Forum, he is a member of the Council on Foreign Relations and a fellow of the Society of American Historians. Meacham is a distinguished visiting professor at Vanderbilt University, where he holds the Rogers Chair in the American Presidency. In 2024, he was awarded the National Humanities Medal by President Biden and was honored as a Library Lion of the New York Public Library.

TENTATIVE PROGRAM

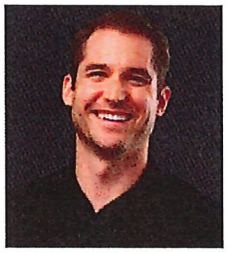
SATURDAY, AUGUST 16, 2025

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 2:30 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Jefferson Fisher.**

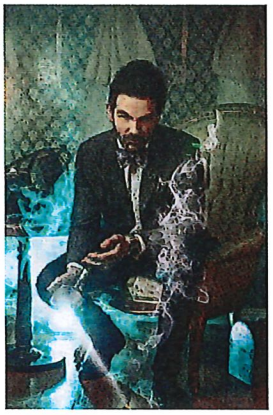


Jefferson Fisher is a board-certified Texas trial lawyer and founder of Fisher Firm. With his extensive experience as a trial lawyer, Jefferson understands the art of persuading and communicating effectively in high-conflict situations. He is one of the most sought-after names in functional thinking for modern-day communication. Known for his practical videos and authentic presence, Jefferson has amassed over 9 million social media followers, making him the most followed litigation attorney in the world in less than a year, all from inside his vehicle. Jefferson's followers include high-profile names such as Dwayne "The Rock" Johnson, Jesse Williams, Dr. Andrew Huberman, Sarah Silverman, Lewis Howes, and many more. Jefferson is on a mission to be a messenger of positivity in the world and help people learn to talk to each other again – one conversation at a time.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire, enjoy dinner, and then be amazed by the mystical talents of **Colin Cloud.** After the show, enjoy drinks and dancing late into the night.



Colin Cloud
For over twenty years, Colin Cloud has been entertaining and astounding audiences on the biggest TV shows and stages around the world.

He'll know what you had for lunch, where you've been today, what you do for a living, your pet's names, and even your PIN code.

Described by the media as "the real-life Sherlock Holmes," he's enjoyed sold-out runs on London's West End, Broadway, and the Las Vegas Strip, where he is now a headliner with his own show "Colin Cloud: Mastermind" in Harrah's Hotel and Casino.

Graduating from university in Glasgow at just 20 years old with an honors degree in forensic investigation, Colin is now regarded as one of the world's leading corporate entertainers. By combining his background in criminal profiling and his skills in psychology, lie detection, stand-up comedy, and magic, he'll read you like a book, and he's already sure you're a compelling read.

Cloud's mind-blowing presentation challenges the way we all perceive the world around us and has been described by many as positively life-changing.

Schedule and speakers are subject to change.

Your Trip:

MapQuest

Round trip from 100 N US Highway 1

3 hr 39 min
225.1 miles

IRS reimbursement: **$150.81**

Head toward N US Highway 1 on Orange Ave (SR-68). Go for 3.9 mi.

Then 3.9 miles

Take ramp onto I-95 N (SR-9). Go for 15.6 mi.

Then 15.6 miles

Take exit 147 toward SR-60 W. Go for 0.3 mi.

Then 0.3 miles

Turn left onto 20th St (SR-60 W). Go for 24.6 mi.

Then 24.6 miles

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North. Go for 49.5 mi.

Then 49.5 miles

Take exit 242 toward US-192 W/US-441 N. Go for 0.4 mi.

Then 0.4 miles

Turn left onto E Irlo Bronson Memorial Hwy (US-192 W/US-441 N). Go for 5.6 mi.

Then 5.6 miles

Continue on W Vine St (US-17 S/US-92 W/US-192 W). Go for 5.9 mi.

Then 5.9 miles

Turn right onto Vineland Rd (SR-535 N). Go for 2.1 mi.

Then 2.1 miles

Turn slightly left onto World Center Dr (SR-536 W). Go for 1.5 mi.

Then 1.5 miles

Continue on Epcot Center Dr toward Disney World/SR-536. Go for 0.9 mi.

Then 0.9 miles

Take the exit onto E Buena Vista Dr. Go for 0.4 mi.

Then 0.4 miles

Turn left toward Chelonia Pkwy. Go for 0.1 mi.

Then 0.1 miles

Turn left onto Chelonia Pkwy. Go for 1.2 mi.

Then 1.2 miles

Turn right onto Bonnet Creek Resort Ln. Go for 0.3 mi.

Then 0.3 miles

Bonnet Creek Resort
, Lake Buena Vista, FL 32821

Head west on Bonnet Creek Resort Ln. Go for 0.3 mi.

Then 0.3 miles

Turn slightly left onto Chelonia Pkwy. Go for 1.2 mi.

Then 1.2 miles

Turn right onto E Buena Vista Dr. Go for 0.1 mi.

Then 0.1 miles

Take ramp onto Epcot Center Dr toward Airport/I-4/SR-536/SR-417. Go for 1.2 mi.

Then 1.2 miles

Continue on SR-536 E. Go for 1.6 mi.

Then 1.6 miles

Turn right onto State Road 535 (SR-535 S). Go for 1.5 mi.

Then 1.5 miles

Keep right onto Vineland Rd (SR-535 S). Go for 0.5 mi.

Then 0.5 miles

Turn left onto W Irlo Bronson Memorial Hwy (US-192 E). Go for 6.0 mi.

Then 6.0 miles

Continue on E Vine St (US-192 E/US-441 S). Go for 1.0 mi.

Then 1.0 miles

Keep right onto E Vine St (US-192 E/US-441 S). Go for 2.7 mi.

Then 2.7 miles

Turn left and take ramp onto Florida's Tpke toward Florida's Turnpike/South Miami. Go for 51.4 mi.

Then 51.4 miles

Take exit 193 toward Yeehaw Jct/US-441/SR-60. Go for 0.5 mi.

Then 0.5 miles

Turn left onto State Road 60 (SR-60 E). Go for 24.5 mi.

Then 24.5 miles

Take ramp onto I-95 S (SR-9) toward W Palm Bch. Go for 15.4 mi.

Then 15.4 miles

Take exit 131 onto SR-68 E (Orange Ave). Go for 4.3 mi.

Then 4.3 miles

Continue on Orange Ave (SR-68). Go for 0.7 mi.

Then 0.7 miles

100 N US Highway 1
Fort Pierce, FL 34950

City Commission Regular Meeting - 5:05 PM **11. C.**

Meeting Date: 08/04/2025

Re: City Clerk Salary Increase

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of salary increase for Linda Cox, City Clerk, discussed at the July 21, 2025 City Commission Special Budget Meeting for a new an annual salary in the amount of $160,000.00 effective October 1, 2025; said annual salary to be inclusive of the cost of living increase being provided to City employees effective October 1, 2025.

SUMMARY:

During the July 14, 2025 City Commission day meeting, the Mayor and City Commission conducted the annual performance evaluation of City Clerk Linda Cox. At that meeting, the Mayor and City Commission proposed a salary increase for the City Clerk, however they determined additional information and discussion was needed. At the July 21, 2025, the Mayor and City Commission reached consensus that an annual salary of $160,000.00 was appropriate, the salary would include the 5% cost of living increase being proposed for city employees, and would be effective October 1, 2025.

RECOMMENDATION:

Approve increase.

ALTERNATIVES:

Reconsider increase.

RESPONSIBLE STAFF:

Mayor and City Commission directed.

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

Increase in payroll expense to the City Clerk budget.

Form Review

Form Started By: Linda Cox Started On: 07/23/2025 03:17 PM

Final Approval Date: 07/23/2025

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 08/04/2025

Re: Lincoln Park Main Street Third Quarter Report

Submitted For: Audria Moore, Special Projects Coordinator, City Manager

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SUBJECT:

Approval of Lincoln Park Main Street's Third Quarter Disbursement in the amount of $12,500 subject to acceptance of the Third Quarter Report.

SUMMARY:

During its meeting on May 12, 2025, the Commission approved an agreement with Lincoln Park Main Street, Inc. to provide services and deliverables in support of the City's revitalization and economic development objectives. The agreement covers the period from October 1, 2024, through September 30, 2025, with a not-to-exceed amount of $50,000. In accordance with the agreement, funding is to be disbursed quarterly in $12,500 increments, contingent upon receiving Commission approval.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

The Commission can deny the quarterly disbursement, defer the decision, suspend or terminate the agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Lincoln Park Main Street, Inc.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

Account: 0016000-582310

Amount: $12,500

OTHER INFORMATION:

The funds will be distributed quarterly in increments of $12,500 from General Fund, account 0016000-582310 AID TO PRIVATE ORG/LP MAIN ST.

Attachments

Third Quarter Report

Lincoln Park Businesses
Executed Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore	07/23/2025 03:17 PM
City Manager	Richard Chess	07/30/2025 08:54 AM

Form Started By: Audria Moore
Started On: 07/23/2025 02:35 PM
Final Approval Date: 07/30/2025

LINCOLN PARK MAIN STREET

Means Court Center
P.O. Box 3224
Fort Pierce, Florida 34948
(772) 462-2481 (ph) (772)-462-2483 (fax)
Email: lincolnparkmainstreet@live.com
Website: www.lincolnparkmainstreet.org

July 11, 2025

Ms. Audria Moore
Special Projects Coordinator
City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34950

Dear Ms. Moore,

Lincoln Park Main Street (LPMS) is excited to present to you the third (3rd) quarter report for fiscal year 2024-2025 of program activities and accomplishments per the impact reporting guidelines, scope and targets.

If you have any questions, please call or email me. Thank you.

Sincerely,

Pamela E. Carithers
Executive Director

Lincoln Park Main Street, Inc. Program Reporting Form

To be completed by LPMS for each Report Period: Fiscal Year Ending, September 30, _____		
Quarterly Reporting Period	**Quarterly Report Due**	**City Commission Presentations**
_____ Q1 – Reporting Period: Oct. 1-Dec. 31	_____ Q1 – Report due Jan. 15	_____ Q1 – Feb. 2025 Quarterly Report
_____ Q2 – Reporting Period: Jan. 1-Mar. 31	_____ Q2 – Report due April 15	_____ Q2 – May 2025 Quarterly Report
__X__ Q3 – Reporting Period: April 1-June 30	___X_ Q3 – Report due July 15	___X_ Q3 – Aug. 2025 Quarterly Report
_____ Q4 –– Reporting Period: July 31-Sept. 30	_____ Q4 – Report due Oct. 15	_____ Q4 – Oct. 2025 Quarterly Report

Deliverables

1. Economic Vitality: This point aims to strengthen the district's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix.

A. Business Development

1. Attract new businesses to the Lincoln Park District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly. **LPMS will include its efforts and progress in quarterly reports.**

Status:

3. LPMS will coordinate and host two Doing Business with the City Workshops. **LPMS will include its efforts and progress in the March and September quarterly reports.**

Status: Plans are being proposed for a September workshop (s).

Report Period: _____

4. LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District. **LPMS will include its efforts and progress in quarterly reports.**

Status:

Have collected data on businesses within the district. The directory is ongoing.

B. Property Development

1. LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options. **LPMS will publish listing by June 30, 2025. LPMS will include its efforts and progress in quarterly reports, thereafter.**

Status:

The listing of vacant and occupied commercial properties within the Lincoln Park District is ongoing, a partial listing is compiled and is included in this report. A more detailed listing will be included in the 4th quarter report. Plans for publication is proposed via the Lincoln Park Main Street website for the 4th quarter, and will be available upon written request.

3. LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise. **LPMS will complete by June 30, 2025. LPMS will include its efforts and progress in quarterly reports.**

Status:

The creation of a database of individuals, groups, and/or businesses interested in properties is ongoing. A more expansive and thorough compilation will be available for the 4th quarter reporting cycle. What is captured to-date is included as part of this report.

2. Design: This focuses on improving the physical appearance of the district by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment.

A. Physical Improvements

1. LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. **LPMS will include its efforts and progress in quarterly reports.**

Status:

Awaiting decision of one application from The Bleu Clarinet.

2. LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. **LPMS will include its efforts in quarterly reports.**

Status:

Ongoing

B. Historic Preservation

3. LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church in the Lincon Park District. **LPMS will include its efforts and progress in quarterly reports.**

Status:

LPMS hosted two community engagement events, one in person and one online via zoom for Learning Lincoln Park Neighborhood's History, as part of the Lincoln Park Historic Survey project. The consultants presented the group with information and data collected as part of the survey. The consultant established ten (10) work stations with corresponding pictures and documented content such as original use of building/land and historical data for attendees to document stories, facts, and known history of designated areas as part of the Lincoln Park Historic Survey. Attendees contributed their knowledge and stories on each site and the information gathered is used to compile the survey report.

4. LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. **LPMS will include its efforts and progress in quarterly reports.**

Status:

Waiting for the consultant contract to start.

C. Architectural Standards

1. Upon the City of Fort Pierce adoption of design standards, LPMS will maintain a copy on file to be shared with builders, developers, real estate investors, and the community. LPMS will interface with the City's standards beginning July 1, 2025, with a grant from the Department of State, Division of Historical Resources for work on design standards in the Lincoln Park District. **LPMS will include its efforts and progress in quarterly reports**. *Note: Dependent upon the City's adoption of design standards.*

Status:

Waiting for the consultant contract to start. Upon consultant's contract is complete, and the City Commission adopts the standards, LPMS will maintain a copy on file.

3. Promotion: This involves marketing the district's unique characteristics to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract business.

A. Marketing and Events

1. LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include:

- Lincoln Park May Day Freedom Celebration, to include live music, vendors, and community-oriented activities, etc. (annual)
- Flaming Knight Motorcycle Club Toy Drive (annual)
- Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual)
- Community Engagement events to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement), **LPMS will include its efforts and progress in the March and September quarterly reports.**
- Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly)
- Offer business assistance/education workshops with SBDC and other community partners.
- Doing Business with the City Workshops (2x/year). **LPMS will include its efforts and progress in the March and September quarterly reports.**

LPMS will include its efforts and progress in quarterly reports

Status:

LPMS hosted a community engagement event for Learning Lincoln Park's Neighborhood History April 23 & 24, 2025, sign-in sheet included.

LPMS partnered with St. Lucie Cultural Alliance and the Levitt AMP Fort Pierce on the production of the May 10, 2025 concert held at Moore's Creek Linear Park. LPMS was responsible for the police off-duty detail, tower lights, and permit application.

Jazz on Moore's Creek (JOMC) was produced June 20, 2025 a Moore's Creek Linear Park on 8th Street.

2. LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS -powered website. **LPMS will include its efforts and progress in quarterly reports.**

Status:

Based on the data from Facebook Meta analytics, the performance of Learning Lincoln Park's Neighborhood History, and Jazz on Moore's Creek June event and August show had a reach greater than 2,000. New Page followers indicated a reach of 749 over a 30-day period in the third quarter.

B. Branding

1. LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys. **LPMS will include its efforts and progress in quarterly reports.**

Status:

LPMS conducted surveys at the Learning Lincoln Park's Neighborhood History Share Your Stories event April 23, 2025 and Jazz on Moore's Creek June 20, 2025 event. A total of 18 surveys were collected. Online surveys are proposed for 4th quarter rollout.

2. LPMS will publish the Lincoln Park Showcase Newsletter digitally on a monthly basis beginning February of the current fiscal year. **LPMS will include its efforts and progress in quarterly reports.**

Status:

LPMS published April, May and June 2025 issues of the Lincoln Park Showcase Newsletter.

3. LPMS will complete updates to LPMS website and publish online by March 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. LPMS will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity. **LPMS will include its efforts and progress in the March and September quarterly reports.**

Status:

Ongoing, proposing to include blogs and testimonials to the site for the 4th quarter.

C. Positive Image

1. LPMS will collect testimonials from 12 or more visitors and 6 or more residents. **LPMS will include its efforts and progress in quarterly reports.**

Status:

There were six testimonials collected this quarter, both from residents and visitor during the Jazz on Moore's Creek event June 20, 2025. Holding conversations with attendees on the return of Jazz on Moore's Creek and other activities produced and promoted by Lincoln Park Main Street.

4. Organization: This point emphasizes building a strong foundation for a sustainable revitalization effort, including engaging stakeholders, forming partnerships, and fostering a collaborative environment.

A. Partnerships

1. Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. **LPMS will include its efforts and progress in quarterly reports.**

Status:

Collaborating with the Oaks at Moore's Creek II Team to help facilitate the continuation of the sale and construction of single-family homes. LPMS is assisting OMC II Team in identifying potential buyers for the properties.

B. Volunteer Engagement

1. LPMS will recruit and/or retain 25 volunteers annually. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. LPMS will attain 500 volunteer hours annually. **LPMS will include its efforts and progress in quarterly reports.**

Status:

LPMS volunteer hours for this quarter are highlighted below .

Learning Lincoln Park's Neighborhood History: 5 hrs*4 = 20 hours

Levitt AMP Fort Pierce: 4 hrs*3 = 12 hours

Jazz on Moore's Creek: 4 hrs * 6 = 24 hours

LPMS Board Members: 2 hrs * 9 members * 3 = 54 hours

110 hours

3. The LPMS Executive Director will maintain active participation on two volunteer committees. **LPMS will include its efforts and progress in quarterly reports.**

Status:

Continue to work with the Highwaymen Museum board and planning for the upcoming grand opening. Continue to work with Westwood High School Booster Club in upcoming school year.

C. Resource Management

1. LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports. (see 5. Budget and Budget Report Form). **LPMS will include its efforts and progress in the March and September quarterly reports.**

Status:

See attached budget form in 3rd quarter reporting on revenue and expenses.

2. LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports. (see 5. Budget and Budget Report Form). **LPMS will include its efforts and progress in the March and September quarterly reports.**

Status:

LPMS has submitted grant applications to the State of Florida Division of Historical Resources and Division of Arts & Culture. Other grant applications for project and programmatic funding include The John Templeton Foundation; The Archie Green Fellowship @ the American Folklife; and The Council on Library and Information Resources.

5. Budget: LPMS will include the following information in its quarterly financial reports and quarterly presentations to the City Commission. **Also complete attached Revenue and Expense Reporting Form and submit.**

1. Budget Summary: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).

Status:

Completed in Q1 report.

2. Income Sources: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.

LPMS received contributing income from the Florida Department of State Division of Historical Resources for the Lincoln Park Historic Survey project. This grant is a one-year grant to complete a survey of the historic properties in Lincoln Park. LPMS provided matching funds and in-kind contributions for this project.

3. Detailed Expenses with Budget Justification: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). LPMS will explain the rationale behind each expense.

Status:

See attached budget form in 3rd quarter reporting on revenue and expenses.

4. Conclusion: LPMS will summarize the financial performance. Mention any adjustments made during implementation.

Budget shortfalls in programming are representative of the state funds reduction in Arts & Culture by the Governor's office. These cuts impacted funding at the state and regional level as well. Florida Humanities Council (FHC), the funding source for the Lincoln Park May Day Freedom Celebration, did not receive a grant award in 2025 due to the cutbacks statewide by FHC. As a result, Lincoln Park Main Street continues to seek funding for programming and operations at the state (other agencies) and federal level, as well as private foundations.

EXHIBIT C

Main Street Quarterly Revenue and Expense Reporting Form

Fiscal Year ending September 30, **2025**

Organization Name: Lincoln Park Main Street

Quarter ended: December 31, 2024

Revenue Section

Revenue Source	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Grants	$12,500.00	$22,500.00	$12,500.00		
Donations	$2,000.00				
Fundraising Events					
Membership Fees		$125.00			
Program Service Revenue	$12,500.00	$12,500.00	$12,500.00		
Other Income (specify)					
Total Revenue	$27,000.00	$35,125.00	$25,000.00		

Expense Section

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Salaries and Wages	$5,000.00	$5,000.00	$5,000.00		
Rent/Utilities	$303.00	$43.88	$8.96		
Office Supplies	$403.00	$104.00	$104.00		
Program Expenses	$5,869.43	$2,125.00	$5,830.00		
Marketing/Outreach	$350.00	$178.00	$150.00		
Training	$175.00	$65.00			
Travel	$875.00	$489.31			

Professional Services	$10,375.00	$10,375.00	$10,375.00		
Other Expenses (specify)	$3,437.53	$1,932.81	$2,021.00		
Total Expenses	$26,787.96	$20,313.00	$23,488.96		

Summary

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Total Revenue	$27,000.00	$35,125.00	$25,000.00		
Total Expenses	$26,787.96	$20,313.00	$23,488.96		
Net Surplus/Deficit	$212.04	$14,812.00	$1,511.04		

Lincoln Park Main Street

Budget Justification Q3

Revenue Source

Grants – City of Fort Pierce general revenue funds in support of operating expenses in the amount of $50,000 annually. Quarter 3 funds have not yet been disbursed.

Membership Fees – for dues collected by the organization for membership.

Program Service Revenue – Florida Department of State Division of Historical Resources grant award for Historic Lincoln Park Survey is a fixed contract amount for $12,500.00 for fiscal year 2024-2025.

Expenses

Salaries and Wages – compensation to one contractual paid staff person to manage the day-to-day operations of the organization.

Rent/Utilities – Utilities for electrical panel at 426 N. 8th Street ($8.96) to Fort Pierce Utilities Authority.

Office Supplies – purchase of marketing display boards, print cartridges, and paper for the office in the amount of $104.00.

Program Expenses – Program Expense for the Lincoln Park Survey is $2,125.00; and for the May Concert on Moore's Creek and Jazz on Moore's Creek totals $5,830.00.

Marketing/Outreach – for graphic design services for Jazz on Moore's Creek event in the amount of $75.00.

Professional Services – contractual services for consultants on the Lincoln Park Historic Survey in the fixed amount of $10,375.00 per quarter. Payment for the third quarter is processing and has not yet been received.

Other Expenses –accounting services for the annual Form 990 ($534.00); off-site storage ($498.08); American Express ($300.00); radio advertisement ($360.00); Florida Department of Revenue annual tax fee ($200.00); National Main Street annual dues ($375.00).

LINCOLN PARK MAIN STREET

SHOWCASE

LPMS LINCOLN PARK MAIN STREET

The Official Newsletter of The Lincoln Park Main Street, Fort Pierce, FL • *"Revitalizing Avenue D"*

APRIL 2025 • ***Volume 9 Issue 31***

Learning Lincoln Park's Neighborhood History

SHARE YOUR STORIES

Historic Structures Survey

FLORIDA DIVISION OF *Historical Resources*

COMMUNITY MEETINGS TO LEARN MORE AND SHARE HISTORY!

Wednesday, April 23, 2025

6:00-7:30pm

Blackburn Educational Building

Indian River State College Rooms 214 and 215

3002 Avenue D, Fort Pierce, FL 34947

Thursday, April 24, 2025

6:00-7:30pm

Zoom Meeting

bit.ly/lincolnparksurvey

The Florida Division of Historical Resources has funded a project recording historic structures in the neighborhood in order to document the past. Stantec and Community Planning Collaborative are assisting.

The historic structure survey will:

- Include homes, businesses, parks, schools, churches and more.
- Help inform preserving historic sites and recording the community's history.
- Tell the story of the neighborhood's history and people.

The historic structure survey will not:

- Add any regulations to your property.
- Share any private information.
- Come onto private property.

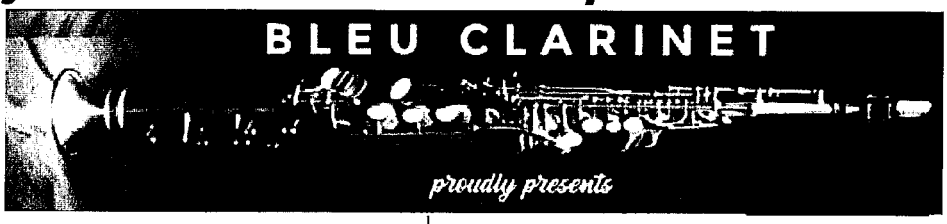
Contact us for more info:

info@planningcollab.com

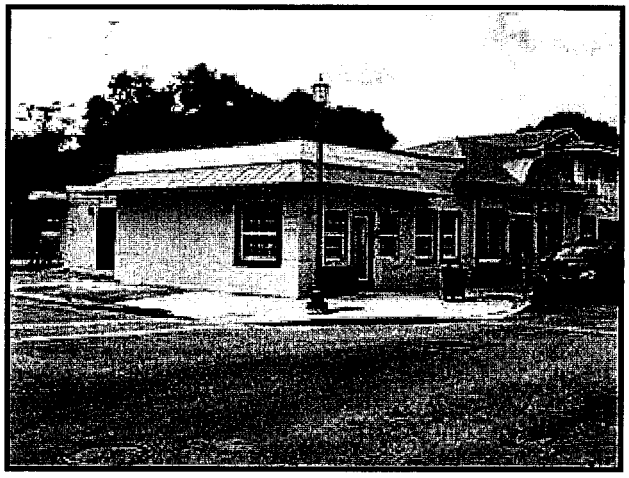
904-577-0255

COMMUNITY PLANNING COLLABORATIVE
planningcollab.com

Granny's Kitchen Former Spot Has New Life



Eight years after Granny's Kitchen owners and operators Hassie and Charles Russ prepared their last meal in what has become known as **"the Granny's Kitchen Era"**, there is new life coming into the establishment. For more than 53 -years, the place where everybody knows your name was a fixture in the lives of the community of Fort Pierce, St. Lucie County and the Treasure Coast. Home cooked meals that feed the soul was a popular breakfast and lunch gathering.

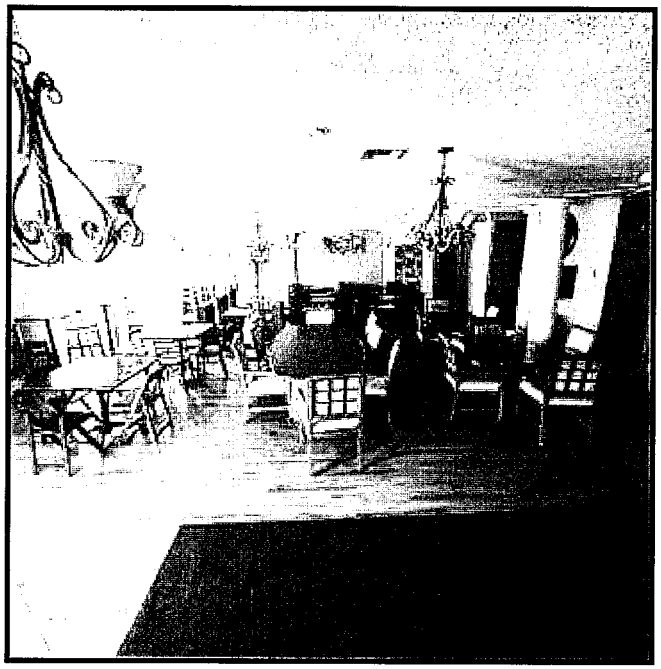


The former location of Granny's Kitchen has undertaken a change in the exterior color of the building. The main entry is still on the east corner of the building. Photo credit: Lincoln Park Main Street.

In 2017, when the Russ's retired, a void was left in the community. This void is being filled with the establishment of the **Bleu Clarinet Restaurant and Jazz Lounge.** The new business in a very familiar place is a take out restaurant, music venue with a live band, catering, and Sunday Brunch. This brainchild of brothers Matthew and Marck Benjamin has been a dream of theirs to open a restaurant that brings the soul, mind, and spirit together. A refuge for relaxation and unification through great music, delicious food, huge wine and spirits selection exclusive only to Bleu Clarinet. This venue will provide a calming atmosphere accompanied with a high level of family style customer service.

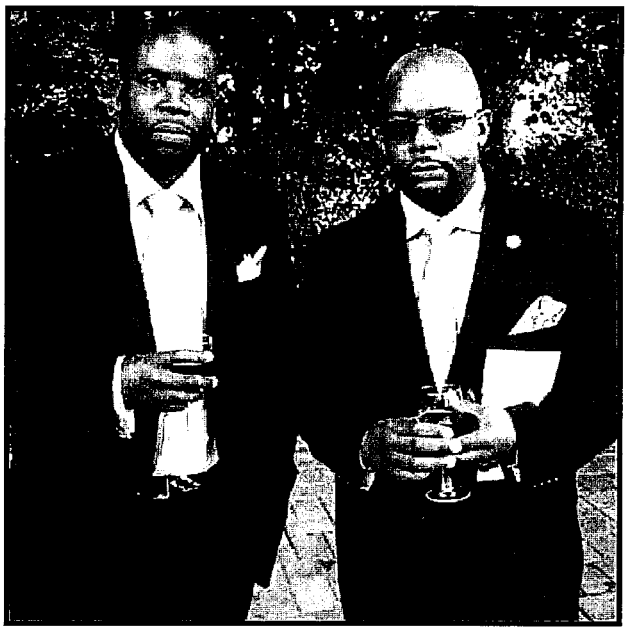
It is the desire that Bleu Clarinet become a peaceful getaway. Their vision to bridge customers together as one, such as Gershwin did when he created "Rhapsody in Blue; by drawing you soul to a mature and fun setting infused by great food, wine and spirits along with music. The Clarinet opens Gershwin's "Rhapsody in Blue" (Hence the name of the restaurant—"Bleu Clarinet") and starts one of the most dynamic and inspiring musical ensemble experiences. **The grand opening is expected sometime this Spring!**

The restaurant will be identified as **"The Clarinet"**, where you began to enjoy an unforgettable experience. The soulful atmosphere will be generated by a variation of different music genres: Cool Jazz, Caribbean tunes, and other flavorful music accompanied by a fusion of authentic Caribbean, American, Asian, and Italian cuisines. A variety of different events will be presented and offered to the community such as "Wine Down Wednesdays". "Karaoke Thursdays", "Happy Hour Fridays", "Jazzy Saturdays", and "Sunday Brunch". For family leisure such as game night and couples night.



The dining room/banquet hall is pictured above, and the take out restaurant is pictured below. (photo credit: Lincoln Park Main Street.

Meet the owners and operators of the Bleu Clarinet Restaurant and Jazz Lounge, brothers Matthew and Marck Benjamin. Native New Yorkers, the family have been residents of St. Lucie County for more than 20 years.



*Matthew (left) and Marck Benjamin, the owners and operators of the Bleu Clarinet Restaurant and Lounge. The brothers are excited to bring a jazz vibe to the historic Avenue D corridor. (**photo credit: Matthew Benjamin).***

Happy Hour will be Monday through Friday, 4:00 pm—7:00 pm. Sunday Brunch 10:00 am—2:00 pm; and Sunday Dinner 3:00 pm—7:00 pm. The restaurant will be open for take out only at lunch Monday—Friday, 11:00 am—2:00 pm. The dining room area will also be available for rental to host private parties, meetings and community meetings, and workshops.

Select beverages will consist of wines, specialty drinks and classics. To Go Specialty drinks & Classics include:

- Skinny Spritzer;
- Classic Martini
- Whiskey Sour
- Hennessy Lemonade
- Classic Cosmopolitan
- Bleu Cosmo
- Electric Bleu Lemonade
- Glen Cove Bleu
- Cognac Colada
- Strawberry Lemonade Daiquiri
- Frose
- Mango Margarita

Coke* Sprite* Ginger Ale* Fruit Punch* Club Soda* Bleu Lemonade

SELECT MENU ITEMS

Lunch & Appetizers

- Chicken & Waffles
- Wing Special w/Crispy Potatoes & Slaw
- The Bleu Burger Sliders (3)
- Jerk Chicken, Rice & Plantains
- Whiting Fish and Shrimp Combo
- Shrimp & Catfish Nuggets
- Chicken and Fried Broccoli tossed in Szechaun BBQ Sauce
- Popcorn Shrimp Trio
- Oxtails w/Rice, Peas and Plantains (small portion)
- Pork (Griot) Gyro w/Cristy Plantains
- Fried Calamari

Sides

- Candied Yams
- Crispy Potatoes
- Smoked Mac & Cheese
- Black Mushroom Rice
- String Beans
- Fries (Regualr & Truffle)
- Luck & Money Collard Greens
- Cornbread

Dinner Entrees After 5pm

- Catfish & Shrimp Combo Dinner
- Griot Kabob Dinner
- Roasted Jerk Chicken Dinner
- Fried Chicken & Waffles
- Oxtails Dinner (Large Portion)
- Bleu Clarinet Burger w/Crispy Potatoes
- Fried Calamari w/Sides
- Shrimp Dinner w/Sides
- Turkey Wing Dinner
- Cajun Pasta

  Add: Chicken, Shrimp, Steak, or Salmon
- Garlic Butter Cream Pasta

  Add: Chicken, Shrimp, Steak, or Salmon

A Full Menu Listing Provided in the Restaurant

The Revolution and Early America

African American History Series Continue from March

The later half of the 18th century was a time of political upheaval in the United States. In the midst of cries for independence from British rule, people pointed out the apparent hypocrisies of slave holders' demanding freedom. The Declaration of Independence, a document that would become a manifesto for human rights and personal freedom, was written by Thomas Jefferson, who owned over 200 enslaved people. Other Southern statesmen were also major slaveholders. The Second Continental Congress did consider freeing enslaved people to assist with the war effort. They removed language from the Declaration of Independence that included the promotion of slavery amongst the offenses of King George III. A number of free Black people, most notably Prince Hall—the founder of Prince Hall Freemasonry, submitted petitions for the end of slavery. But these petitions were largely ignored.

This did not deter Black people, free and enslaved, from participating in the Revolution. Crispus Attucks, a free Black tradesman, was the first casualty of the Boston Massacre and of the ensuing American Revolutionary War. 5,000 Black people, including Prince Hall, fought in the Continental Army. Many fought side by side with White soldiers at the battles of Lexington and Concord and at Bunker Hill. But when George Washington took command in 1775, he barred any further recruitment of Black people.

Approximately 5000 free African-American men helped the American Colonists in their struggle for freedom. One of these men, Agrippa Hull, fought in the American Revolution for over six years. He and the other African-American soldiers fought in order to improve their white neighbor's views of them and advance their own fight of freedom.

By contrast, the British and Loyalists offered emancipation to any enslaved person owned by a Patriot who was willing to join the Loyalist forces. Lord Dunmore, the Governor of Virginia, recruited 300 African-American men into his Ethiopian regiment within a month of making this proclamation. In South Carolina 25,000 enslaved people, more than one-quarter of the total, escaped to join and fight with the British, or fled for freedom in the uproar of war. Thousands of slaves also escaped in Georgia and Virginia, as well as New England and New York. Well-known African-Americans who fought for the British include Colonel Tye and Boston King.

The Americans eventually won the war. In the provisional treaty, they demanded the return of property, including enslaved people. Nonetheless, the British helped up to 3,000 documented African Americans to leave the country for Nova Scotia, Jamaica, and Britain rather than be returned to slavery.

Thomas Peters was one of the large numbers of African Americans who fought for the British.

Peters was born in present-day Nigeria and belonged to the Yoruba tribe, and ended up being captured and sold into slavery in French Louisiana. Sold again, he was enslaved in North Carolina and escaped his master's farm in order to receive Lord Dunmore's promise of freedom. Peters had fought for the British throughout the war. When the war finally ended, he and other African Americans who fought on the losing side were taken to Nova Scotia.

Here, they encountered difficulty farming the small plots of lands they were granted.

They also did not receive the same privileges and opportunities as the white Loyalists had. Peters sailed to London in order to complain to the government. "He arrived at a momentous time, when English abolitionists were pushing a bill through Parliament to charter the Sierra Leone Company and to grant it trading and settlement rights on the West African coast of his party lived on in their new home.

" Peters and the other African Americans on Nova Scotia left for Sierra Leone in 1792. Peters died soon after they arrived but the other members .

The Constitutional Convention of 1787 sought to define the foundation for the government of the newly formed United States of America. The constitution set forth the ideals of freedom and equality while providing for the continuation of the institution of slavery through the fugitive slave clause and the three-fifths compromise. Additionally, free Black people's rights were also restricted in many places. Most were denied the right to vote and were excluded from public schools. Some Black people sought to fight these contradictions in court. In 1780, Elizabeth Freeman and Quock Walker used language from the new Massachusetts constitution that declared all men were born free and equal in freedom suits to gain release from slavery. A free Black businessman in Boston named Paul Cuffe sought to be excused from paying taxes since he had no voting rights.

In the Northern states, the revolutionary spirit did help African Americans. Beginning in the 1750s, there was widespread sentiment during the American Revolution that slavery was a social evil (for the country as a whole and for the whites) that should eventually be abolished. All the Northern states passed emancipation acts between 1780 and 1804; most of these arranged for gradual emancipation and a special status for freedmen, so there were still a dozen "permanent apprentices" into the 19th century. In 1787 Congress passed the Northwest Ordinance and barred slavery from the large Northwest Territory. In 1790, there were more than 59,000 free Black people in the United States. By 1810, that number had risen to 186,446. Most of these were in the North, but Revolutionary sentiments also motivated Southern slaveholders.

For 20 years after the Revolution, more Southerners also freed enslaved people, sometimes by manumission or in wills to be accomplished after the slaveholder's death. In the Upper South, the percentage of free Black people rose from about 1% before the Revolution to more than 10% by 1810.

Florida Humanities Council
CULTURE BUILDS FLORIDA
FLORIDA DEPARTMENT OF STATE
DIVISION OF CULTURAL AFFAIRS
NATIONAL ENDOWMENT FOR THE HUMANITIES

Story Continued from Page 4

Quakers and Moravians worked to persuade slaveholders to free families. In Virginia the number of free Black people increased from 10,000 in 1790 to nearly 30,000 in 1810, but 95% of Black people were still enslaved. In Delaware, three-quarters of all Black people were free by 1810. By 1860 just over 91% of Delaware's Black people were free, and 49.1% of those in Maryland.

Among the successful free men was Benjamin Banneker, a Maryland astronomer, mathematician, almanac author, surveyor and farmer, who in 1791 assisted in the initial survey of the boundaries of the future District of Columbia.[32] Despite the challenges of living in the new country, most free Black people fared far better than the nearly 800,000 enslaved Blacks. Even so, many considered emigrating to Africa.

Religion

By 1800 a small number of slaves had joined Christian churches. Free Black people in the North set up their own networks of churches and in the South the slaves sat in the upper galleries of white churches. Central to the growth of community among blacks was the Black church, usually the first communal institution to be established. The Black church was both an expression of community and unique African-American spirituality, and a reaction to discrimination. The churches also served as neighborhood centers where free Black people could celebrate their African heritage without intrusion from white detractors. The church also served as the center of education. Since the church was part of the community and wanted to provide education; it educated the freed and enslaved Black people. Seeking autonomy, some black people like Richard Allen (bishop) founded separate Black denominations.

The Second Great Awakening (1800–1830s) has been called the "central and defining event in the development of Afro-Christianity."

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LINCOLN PARK MAIN STREET

SHOWCASE NEWSLETTER

is the official Monthly Newsletter of

Lincoln Park Main Street

Means Court Center

532 N. 13th Street, Fort Pierce, Florida 34950

(772) 462-2481, office • (772) 462-2483, fax

Email: lincolnparkmainstreet@live.com

• *Showcase Editor - **B. Jay Edgar***

Contact Editor at lincolnparkmainstreet@live.com

• *Graphic Design & Production - Donated by the **LPMS Volunteers***

LINCOLN PARK MAIN STREET BOARD OF DIRECTORS

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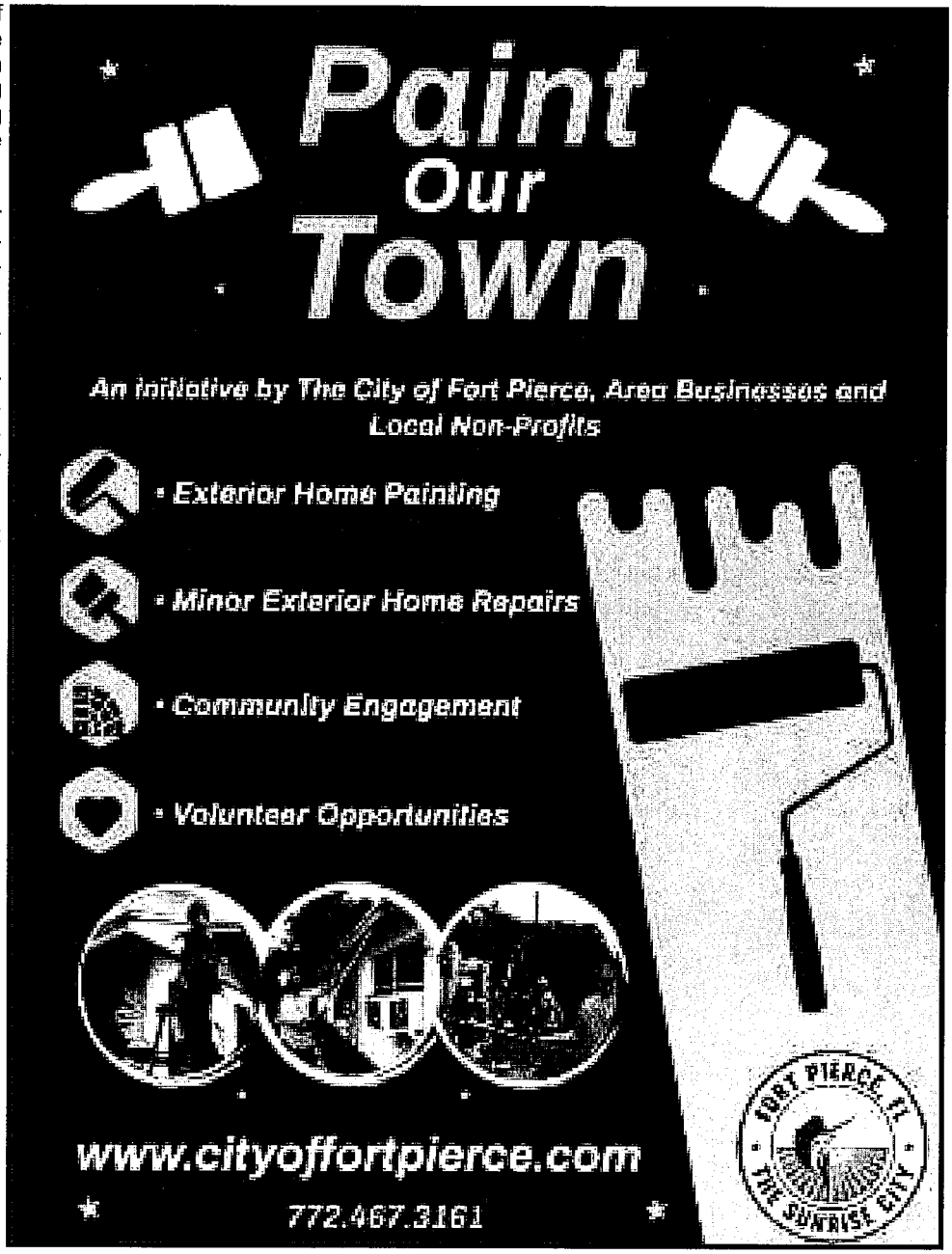
FOR IMMEDIATE RELEASE

City of Fort Pierce
Tuesday, March 25, 2025
Contact: Kaitlyn Ballard, Marketing & Communications Manager
772.742.9835 | kballard@cityoffortpierce.com
News Release #16-25

City of Fort Pierce's Paint Our Town Program Continues to Beautify Neighborhoods and Support Homeowners

FORT PIERCE, FL – The City of Fort Pierce is excited to continue the Paint Our Town program, an initiative dedicated to enhancing neighborhoods and supporting homeowners. This collaborative effort brings together the City, local businesses, organizations, and volunteers to provide exterior home improvements and beautification projects that uplift the community.



Through the Paint Our Town program, the City supplies paint, painting materials, and minor home repair essentials to eligible homeowners. Dedicated volunteers generously contribute their time and skills to assist with house painting, property cleanup, and landscaping, ensuring that homes are refreshed, and neighborhoods maintain their charm.

This initiative not only beautifies the Fort Pierce community but also fosters a sense of pride and unity among residents. By working together, we can create lasting positive changes, making Fort Pierce an even more beautiful place to live, work, and visit.

Volunteers Needed!
The success of Paint Our Town relies on the support of dedicated community members. Volunteers are needed to assist with painting, minor repairs, and cleanup efforts. Whether you are an individual, business, or organization looking to give back to your community, your participation can make a meaningful impact.

For more information on how to participate, volunteer, or contribute to Paint Our Town, please contact: Covasky Brutus, Community Engagement Specialist – (772) 467-3169 or Cbrutus@cityoffortpierce.com.

FORT PIERCE FIREHAWKS REGISTRATION 2025

PLEASE BRING

- CURRENT PHYSICAL
- BIRTH CERTIFICATE
- COLOR PHOTO
- SKYWARD LOG-IN OR
- 4TH QUARTER REPORT CARD

WEEKDAY REGISTRATION
MON-THURS FROM 5PM - 7PM

WEEKEND REGISTRATION
MARCH - JUNE FROM 10AM - 1PM
FIRST SATURDAY OF EACH MONTH

FORT PIERCE, FL · THE SUNRISE CITY

FLAG FOOTBALL - $100.00 5-6 YRS OLD

TACKLE FOOTBALL - $125.00 7-14 YRS OLD

CHEERLEADER - $150.00 5-14 YRS OLD

903 S. 21ST STREET FORT PIERCE, FL 34950

FOR MORE INFO CONTACT
772 - 774 - 3792

REGGAE • CALYPSO • SOCA • RAKE-N-SCRAPE • JAZZ
Sundays
ON THE BAY
Island Vibes
MUSEUM
POINT PARK
414 SEAWAY DRIVE
FORT PIERCE, FL 34949
APRIL 13TH, 2025
1PM - 7PM
FREE EVENT!
MUSIC | FOOD & DRINKS
Bring your lawn chairs!
For more info, call Mr. Ferguson 772-905-7979

OPERATION RESTORING THE VILLAGE

SAVE THE DATE

Sat. May 17, 2025
7:00 am Registration
12:00 pm Lunch
Avenue Q & 25th St

LET'S CLEAN UP

Florida Humanities Council

art area regional transit

FORT PIERCE, FL THE SUNRISE CITY

ST. LUCIE COUNTY FLORIDA

JOIN US...

LINCOLN PARK MAIN STREET MEMBERSHIP INFORMATION

Joining is as easy as 1-2-3! Just stop by the office for an application or go on-line to ***www.historiclpms.org*** *and print the application. Fill it out and return to the office.*
You will only need to provide the following information:

Name:		
Address:		
City:	**State:**	**Zip Code:**
Phone:	**Cell:**	
Email:		

Lincoln Park MAIN STREET Membership Levels

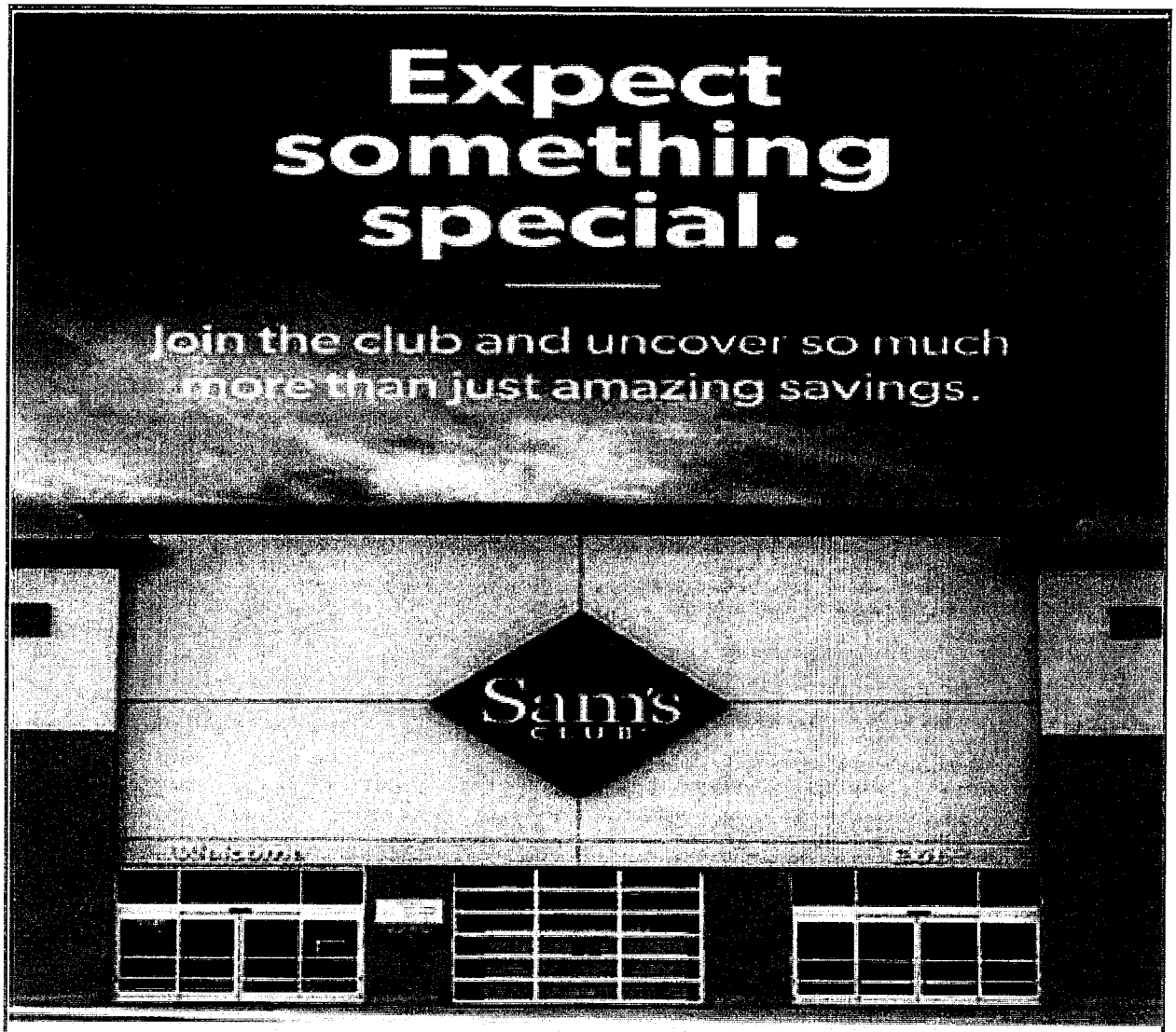
* Student: $ 5.00
* Member: $ 15.00
* Family: $ 50.00
* Auxiliary/Organizations: $50.00
* Small Business (less than 10 employees) : $100.00
* Medium Business (11-50 employees): $250.00
* Large Business (51 or more employees): $500.00

LINCOLN PARK MAIN STREET MEMBERSHIP BENEFITS

Why join LPMS? *Because you get these* ***great benefits:***

*Free business and technical workshops *Monthly Community Forum *Advertisement in monthly Newsletter *Business/Article featured in the newsletter *Discount at organization events *Link/advertisement on website *New member marketing and promotions package *Business referrals *Mentor/Protégé Program

MAIN STREET AMERICA®



Visit your local Port St. Lucie Sam's Club located at 10900 S US1

Membership Open House Event

Pay $45 for a New Club Membership and Get $45 off your in club purchase. It's as simple as that!

Associate: Use activation code #12340 to load instant Savings

*This membership offer is only available for New Members through January 31, 2025 through our marketing department, must provide a valid e-mail address to qualify for offer, terms and conditions apply. Offer is issued automatically to members within 72 hours. Offer is valid for 60 days after membership has been activated. Offer must be redeemed in one single transaction and is non-transferable. Offer cannot be used on Sam's Club.com, with Scan & Go or with Pick Up.

**Renewals do not qualify for this offer. Terms & Conditions are subject to change at any time.

Black and African American History

April 1,1867 Blacks voted in municipal election in Tuscumbia, Alabama. Military officials set aside the election pending clarification on electoral procedures.

April 1, 1868 Hampton University was established in 1868 as a school for blacks. Hampton University was known prior to August 1984 as Hampton Institute. The university is a private coeducational institution in Hampton, Virginia. Its undergraduate college is still known as Hampton Institute.

April 1, 1868 Scott Joplin, the King of Ragtime, was born on this day in 1868 in Texarkana, Texas. A skilled pianist and composer, Joplin started a 20-year ragtime craze with the release of his composition "Maple Leaf Rag" in 1897, during the Gay Nineties. Ragtime-scored piano music-at the time was considered Negro tavern and brothel music. Its tinny sound was the source of the name Tin Pan Alley, the center of ragtime in New York City. The lack of recognition of ragtime as a serious African-American musical art form plagued Joplin throughout his life. He died in an asylum in New York City on April 1, 1917, at the age of 49.

April 1, 1929 Morehouse College, Spelman College and Atlanta University affiliated, creating a new Atlanta University. John Hope of Morehouse College, was named president.

April 3, 1963 In 1968, on this date, Martin Luther King Jr. delivers his final address at Bishop Charles J. Mason Temple in Memphis, Tennessee.

April 6, 1866 Civil Rights Act

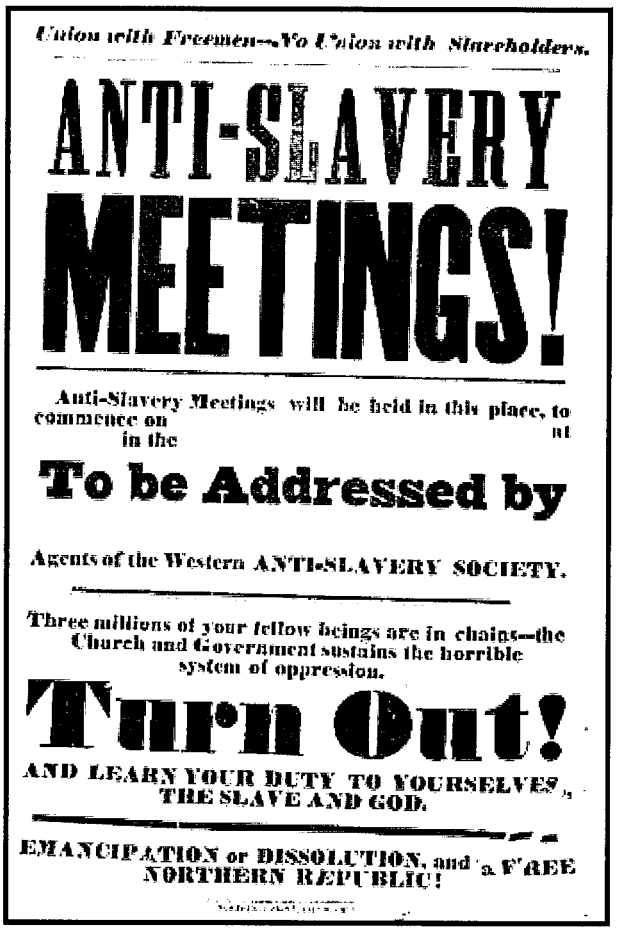
An Act to protect all Persons in the United States in their Civil Rights, and furnish the Means of their Vindication.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That all persons born in the United States and not subject to any foreign power, excluding Indians not taxed, are hereby declared to be citizens of the United States; and such citizens, of every race and color, without regard to any previous condition of slavery or involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall have the same right, in every State and Territory in the United States, to make and enforce contracts, to sue, be parties, and give evidence, to inherit, purchase, lease, sell, hold, and convey real and personal property, and to full and equal benefit of all laws and proceedings for the security of person and property, as is enjoyed by white citizens, and shall be subject to like punishment, pains, and penalties, and to none other, any law, statute, ordinance, regulation, or custom, to the contrary notwithstanding.

April 7, 1712 Civil Rights New York Slave Revolt. April 7, 1712 Nine whites were killed in a slave revolt in New York City. Planned by 27 slaves, the rebellion was begun by setting fire to an outhouse; as whites came to put the fire out, there were shot. The state militia was called out to capture the rebels and the city of New York responded to the event by strengthening its slave codes. 21 Blacks were executed as participants, and 6 alleged committed suicide.

April 8, 1974 Henry (Hank) Aaron broke Babe Ruths major league baseball record, by hitting his 715th home run in a game at Atlanta stadium.

April 9, 1866 Civil Rights Bill Passed Civil Rights Bill passed over the president's veto. The bill conferred citizenship on Blacks and gave them "the same right, in every State and Territory... as is enjoyed by white citizens."

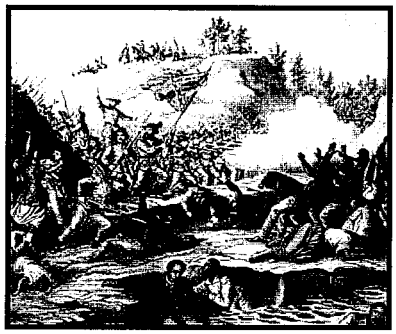


Celebrated & Educated 365 Days

April 11, 2001 Dr. Carolyn L. Robertson Payton was the first African American and the first woman to become the director of the U.S. Peace Corps. She was appointed in 1977 by U.S. President Jimmy Carter..

April 12, 1864 Fort Pillow Massacre

On April 12, 1864, some 3,000 rebels under the command of Nathan Bedford Forrest overran Fort Pillow, a former Confederate stronghold situated on a



bluff on the Tennessee bank of the Mississippi, some 40 miles north of Memphis. Confederate General Nathan Bedford Forrest captured Fort Pillow, Tenn., and massacred the inhabitants, sparing, the official report said, neither soldier nor civilian, Black nor white, male or female.

April 13, 1873 Colfax Massacre Colfax Massacre, Easter Sunday morning, Grant Parish, Louisiana. More than sixty Blacks were killed.

THE COLFAX CHRONICLE

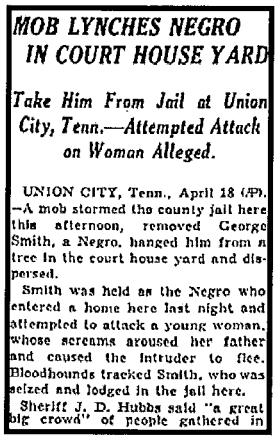
April 14, 1775 Abolitionist Society Organized First abolitionist society in United States organized in Philadelphia.

April 15, 1850 California Fugitive Slave Law Adopted The California Fugitive Slave Law, introduced earlier by state Senator Henry A. Crabb, was adopted by the State Legislature. It authorized any slave owner claiming a runaway to obtain warrant for the slave's arrest.

April 15, 1852 Pacific Bound: California's 1852 Fugitive Slave Law In 1852, California legislators passed a harsh fugitive slave law that condemned dozens of African American migrants to deportation and lifelong slavery. Historian Stacey L. Smith examines the legal travails of three accused fugitive slaves to illuminate the social relations of slavery in gold rush California and the consequences of the fugitive slave law for the state's African American population.

April 15, 1861 Blacks Denied Right to Fight for Country President Lincoln called for 75,000 troops to put down the rebellion. Lincoln administration rejected Black volunteers. For almost two years straight Black Americans fought for the right, as one humorist put it, "to be kilt".

April 18, 1831 Eyewitness to Terror: The Lynching of a Black Man in Obion County, Tennessee in 1931 In 1931 twelve year old Thomas J. Pressly witnessed the lynching of George Smith in Union City, the county seat of Obion County, Tennessee.


MOB LYNCHES NEGRO IN COURT HOUSE YARD

Take Him From Jail at Union City, Tenn.—Attempted Attack on Woman Alleged.

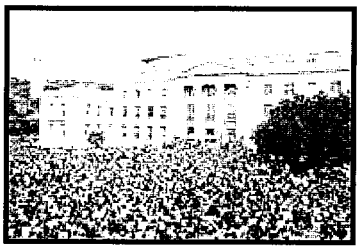
UNION CITY, Tenn., April 18 (AP). —A mob stormed the county jail here this afternoon, removed George Smith, a Negro, hanged him from a tree in the court house yard and dispersed.

Smith was held as the Negro who entered a home here last night and attempted to attack a young woman, whose screams aroused her father and caused the intruder to flee. Bloodhounds tracked Smith, who was seized and lodged in the jail here.

Sheriff J. D. Hubbs said "a great big crowd" of people gathered in

April 22, 1970 Movement

Students protest at Yale University in support of the Black panthers.



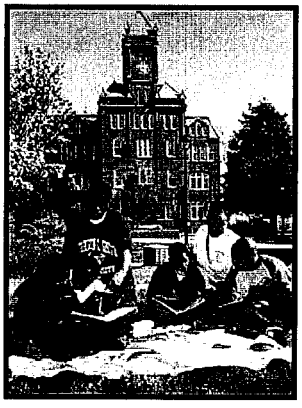
April 23, 1955 Court Decision in Favor of Segregation

U.S. Supreme Court refused to review lower court decision which would ban segregation in intrastate bus travel.

1911 Outstanding Criminal Lawyer William H. Lewis

William H. Lewis (1869-1949), long recognized as one of Boston's outstanding criminal lawyers, was the first African-American to hold the position of Assistant United States Attorney General, appointed by President Taft in 1911.

April 25, 1944 United Negro College Fund



The United Negro College Fund (UNCF) was founded on April 25, 1944 by Frederick Patterson, President of the Tuskegee Institute, and Mary McLeod Bethune, an advisor to the Franklin Roosevelt Administration, to provide a steady, consistent stream of funding to 27 financially struggling small historically black colleges and universities (HBCUs) scattered across the south. It also hoped to support access to higher education for impoverished African American students by "an appeal to the national conscience."

GUIDED TOURS

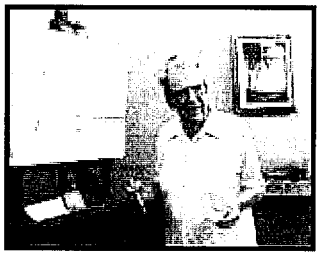
Want to learn more about the history of Lincoln Park? What about the historic Avenue D corridor and the vibrant life that emerged in the 1930s, 1940s, 1950s and 1960s? Do you ever wonder how Lincoln Park Academy was developed from the hard work of African American parents wanting a quality education for their children? How the families partnered with the St. Lucie County School District to build the accredited school in 1923?

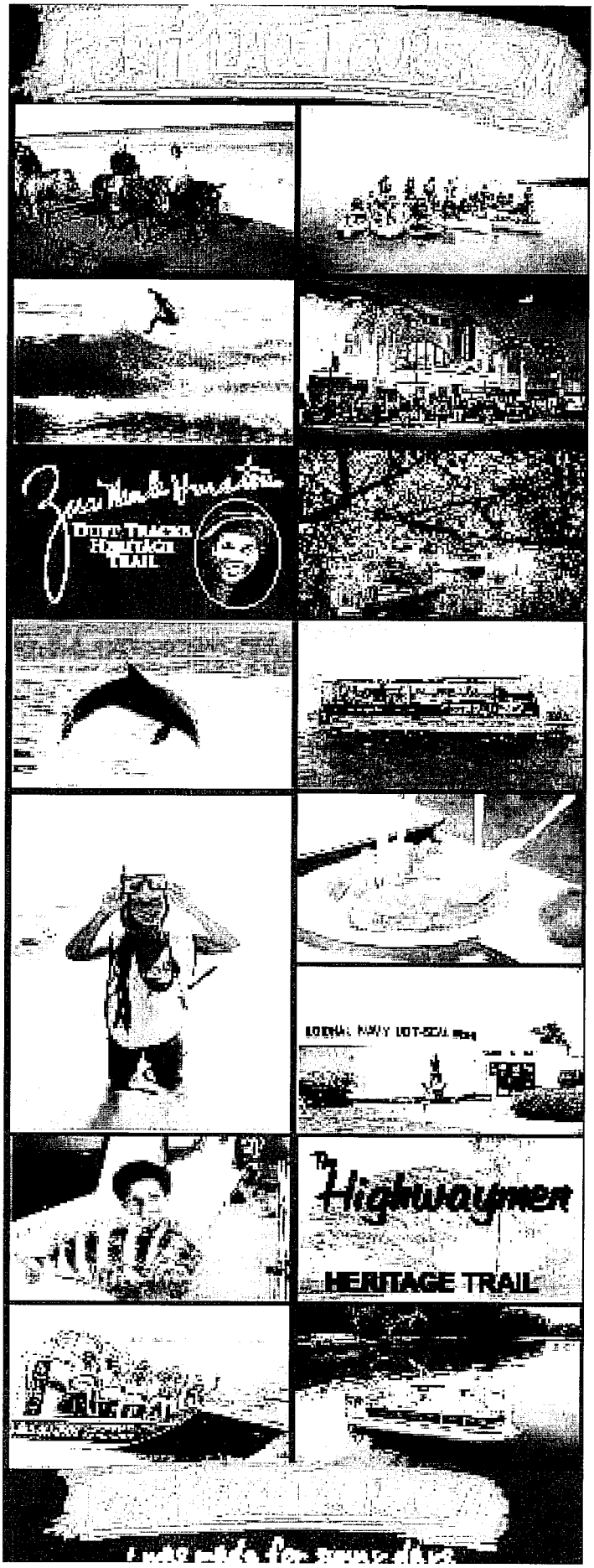
Learn about all of the incredible lives of the trailblazers and the rich history of not only Historic Lincoln Park but the beautiful City of Fort Pierce. Such iconic figures as Zora Neale Hurston—her life, her work and her legacy; The Hall of Fame Original Highwaymen Artists—their paintings, their loves and their travels statewide selling Florida landscapes art on the highways of Florida; local artist Albert Ernest "A. E." Backus, also known as Beanie Backus and his unique relationship to the Highwaymen artist and author and folklorist Zora Neale Hurston.

For reunions (school, family, class) sightseeing and general knowledge of the local history of the area, contact us.

For more information or to schedule a tour contact:

Lincoln Park Main Street 407-257-1678





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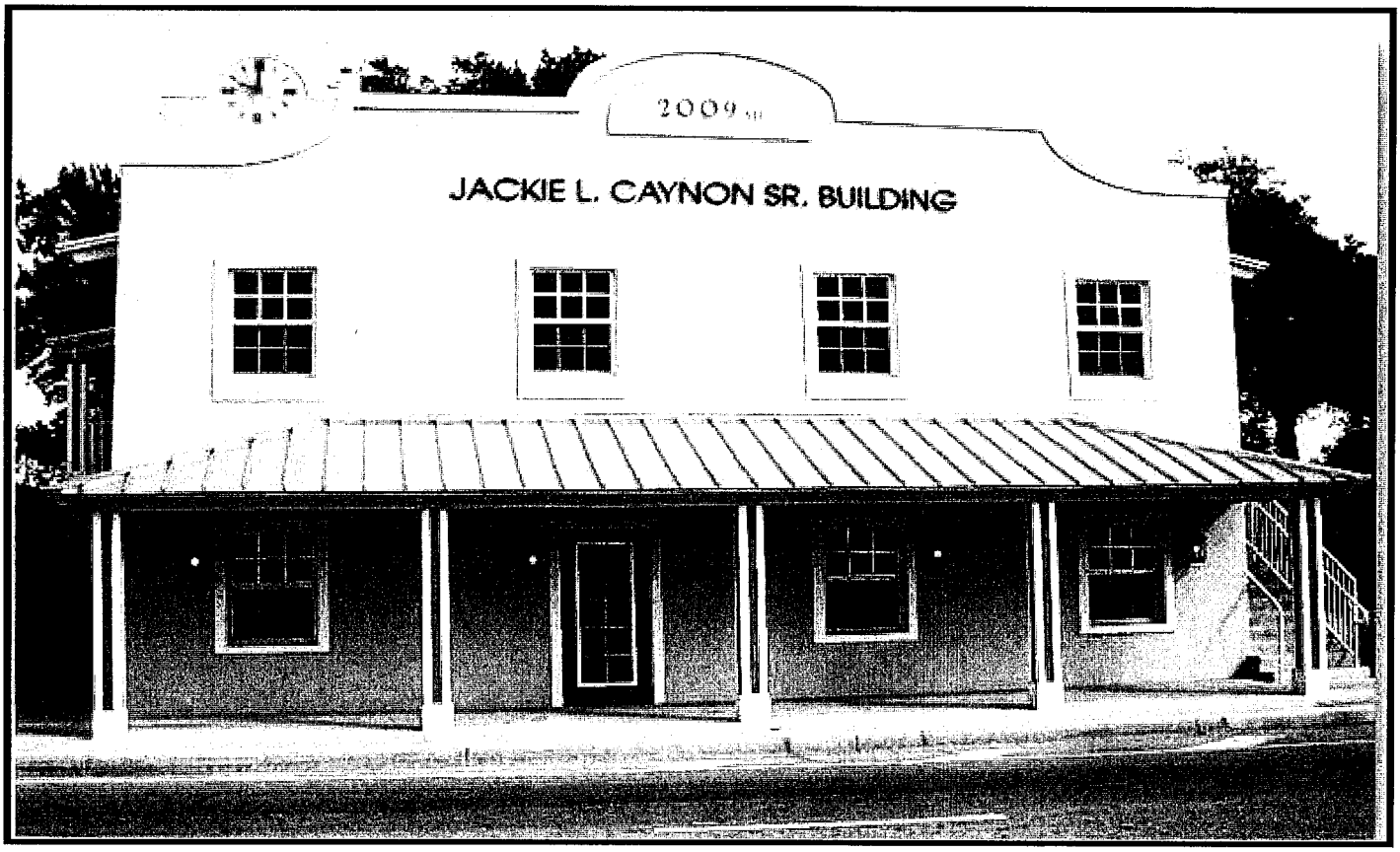

LINCOLN PARK MAIN STREET
SHOWCASE
LPMS LINCOLN PARK MAIN STREET
The Official Newsletter of The Lincoln Park Main Street, Fort Pierce, FL • *"Revitalizing Avenue D"*
MAY/JUNE 2025 • *Volume 9 Issue 32*

Fort Pierce Native Arthur Davis Mr. D's Fried Chicken is Poster Child for Mississippi Tourism

Arthur "Art" Davis, Owner of Old Country Store.

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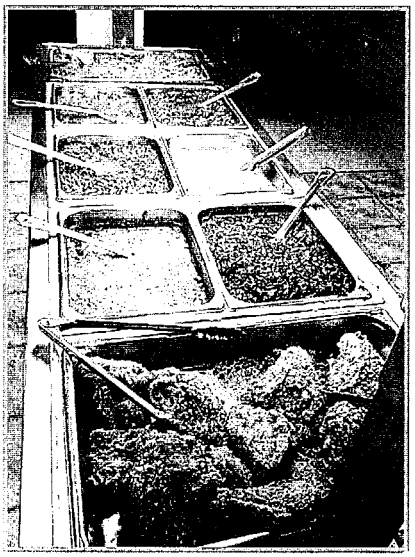
By Daniella DiRienzo *Posted in Mississippi Dining March 09, 2021*

This Remote Restaurant In Mississippi Will Take You A Million Miles Away From Everything.

Driving miles and miles out of the way just to dine at a specific restaurant may seem a bit absurd, but that's just because you haven't been to the Old Country Store in Lorman. Despite its remote location, the Old Country Store continues to attract diners from near and far, and after one bite of the country restaurant in Mississippi's famous southern cuisine, you'll definitely understand why.

Housed in a building that is over 100 years old, a visit to the Old Country Store is truly an experience. The still-functioning general store and restaurant has become known for serving "the best fried chicken in the world," which is prepared by the singing cook, Mr. D.



Located in the small, unincorporated community of Lorman, the Old Country Store is situated along US 61 between Port Gibson and Natchez, just off the Natchez Trace Parkway (milepost 30, MS Hwy 552 exit).

Although remote, a visit to the restaurant would make the perfect addition to a trip along the renowned parkway, providing amazing scenery along the way. And what better way to end a relaxing drive than with a buffet of mouthwatering southern cuisine?

Story Continues on Page 4

African-American Music Appreciation Month

From Wikepedia

Black Music Appreciation Month is an annual celebration of African-American music in the United States. It was initiated as Black Music Month by President Jimmy Carter, who, on June 7, 1979, decreed that June would be the month of Black music.[1] After the announcement by Carter, the bill finally passed in 2000 when activist Dyana Williams' 10 years of effort persuaded Congress.[2] Williams played an essential role in the creation and solidification of Black Music Month, along with Kenneth Gamble and Ed Wright.[3]

Since the beginning of colonization, music and song formation has been a preservation technique for African culture. Slavery is a significant part of Black music's origin and historical evolution. While colonization tried to dilute and erase African culture, Africans maintained their stories of culture through the language of songs. Black Music Month recognizes their development into genres such as rap, jazz, soul music, funk, hip hop, and more..

History

During the transportation of Africans to the West in the 1600s and 1700s, they maintained their culture through tribal chants, language, religious beliefs, and emotional expression. However, plantation owners were apprehensive about African culture because of its potential to cause an uprising. As a result, Africans utilized variations of storytelling through music to maintain their traditions and culture. The development of Black music occurred during and after slavery, which formed genres such as gospel music or the blues.[3]

Black Music Month became African American Music Appreciation Month in 2009 by a proclamation from President Barack Obama.[4] In his 2016 proclamation, Obama noted that African-American music and musicians have helped the country "to dance, to express our faith through song, to march against injustice, and to defend our country's enduring promise of freedom and opportunity for all."[5] In 2023, President Joe Biden returned it to its original name of Black Music Month.[6]

Important figures

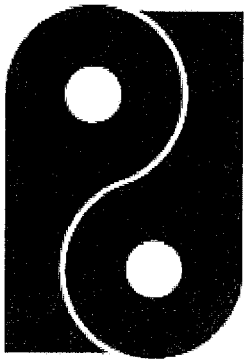
Music producer Kenneth Gamble and entertainment industry executive Ed Wright both helped initiate Black Music Month's establishment.[3] Gamble has been recognized for his many contributions to the music industry, including his partnership with Leon Huff. Huff and Gamble became popular for their music label Philadelphia International Records and their expansion of soul music in Philadelphia.[7]

Dyana Williams has worked in radio for 52 years, and continues her work through company Influence Entertainment. Williams was the founder of International Association of African American Music in the 1990s which helped advocate for Black Music Month. In addition to this organization, she contributed directly to Black Music Month by co-authoring House Concurrent Bill 509.[10] Although the month was recognized by Jimmy Carter hosting a reception and concert for Black music in 1979, it was officially established through Congress in 2000 because of Williams' advocacy.

Philadelphia International Records

From Wikepedia

Philadelphia International Records was an American record label based in Philadelphia, Pennsylvania. It was founded in 1971 by songwriting and production duo Kenneth Gamble and Leon Huff, along with their longtime collaborator Thom Bell. The label was known for showcasing the Philadelphia soul music genre (also known as Philly soul) that was founded on the gospel, doo-wop and soul music of the time. This sound later marked a prominent and distinct era within the R&B genre.[1] During the 1970s, the label released a string of worldwide hits that emphasized lavish orchestral instrumentation, heavy bass and driving percussion.



Some of its most popular and best selling acts included the O'Jays, Harold Melvin & the Blue Notes, Teddy Pendergrass, MFSB, Billy Paul, Patti LaBelle, and Lou Rawls. Between 1971 and the early 1980s, the label released more than 170 gold and platinum records.[2]

Philadelphia International Records had been mostly defunct since 1987 and finally shut down in 2001. As of 2007, Sony Music Entertainment owns all rights to the Philadelphia International Records catalogue.

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Story Continued from Page 1

Step inside the Old Country Store and you'll immediately get a whiff of the delicious food - along with some serious nostalgia, since the restaurant's walls are lined with shelves containing all sorts of vintage items.

Head to the buffet and you'll be equally impressed. The famous fried chicken, which has been featured on the Food Network's "Best Thing I Ever Ate" and included in Yahoo's 2015 listing of the "Best Fried Chicken," will probably be the first thing that catches your eye.

Arthur Davis was retired at 50 and living a comfortable life in his home state of Florida with his wife, Margie.

Their sons, Arthur Jr. and Derrick, received full academic scholarships to Alcorn State University, located near the southwest Mississippi town of Lorman. They needed a car. He drove it to them in the fall of 1996.

He has been here ever since. Margie, too.

"Got this Mississippi mud in my shoes and it stuck," he says with a grin. "I never in my wildest dreams saw this coming."

He reaches for a 2016 copy of Mississippi Magazine. Shows me the cover. Flips through the pages. "I'm nowhere in here," he says.

Then he tosses the magazine onto a table, front cover down. The back cover shows Davis — better known as Mr. D — holding a plate of his famous fried chicken, which people from all over the world enjoy at his Old County Store restaurant, located on US-61.

"I ain't the governor. I'm not a senator or a representative," he says. "But they chose me as the poster boy for Mississippi tourism last year. It's the greatest honor of my life."

Tears well in his 70-year-old eyes. "I used to think Mississippi wasn't a place I wanted to visit," he says. "All I knew about it was what I'd read, what I'd heard. Well, those folks had it wrong. I can't think of a more beautiful place to be than right here."

A scan of his restaurant's guest register reveals signatures of people from Maine, Arizona, Texas, Nevada, Germany, China, England, Sweden, Australia.

Davis jokes that if Colonel Sanders had his chicken recipe, "he would be a five-star general by now."

Arthur "Mr. D" Davis sings to Pennsylvania residents Pippa Rex, left, and Kathleen O'Neal on July 19 as they eat at the Old Country Store restaurant in Lorman. JUSTIN SELLERS CLARION-LEDGER

Alton Brown of the Food Network profiled the Old Country Store in 2011. He said on the air, while munching like a starved man, that Davis' chicken was "the best I've ever had in my life."

Brown added, "I hope Mr. D doesn't understand how good his chicken is, because if he did, it would be $75 a plate."

Every day but Christmas, from 11 a.m. to 4 p.m., Davis and his crew offer a buffet feast. His fried chicken is the featured star but hardly the only lure. The lineup includes mustard greens, collard greens, candied yams, sweet potatoes, macaroni and cheese, pork chops, smoked ribs, potato salad, green salad, cornbread, biscuits and three flavors of cobbler — apple, peach and blackberry — that a lot of customers enjoy with a dab of ice cream on top.

The tables are covered in white linen and decorated with a rose. He holds one to my nose.

The restaurant is housed in a an old two-story building (circa. 1875) that Davis purchased "for a real good price." On the outside, it looks its age. Each level is 5,000 square feet. The cooking and eating is done downstairs. He has an antique furniture shop upstairs. "But that part is not air-conditioned so we only show it in the winter," he says.

The building has served a lot of purposes: post office, Western Union office, bus depot, train station, telephone office, craft mall, ballroom, Louisiana-style restaurant and a bank.

Davis was raised by his maternal grandparents near Fort Pierce, Florida. His grandfather was a saw master. "He traveled all over the South harvesting wood," Davis says.

His grandmother, Elnora Adkins, "gave me the tools for life," he says. "She was a very sophisticated woman. She pushed the importance of education."

After high school, Davis attended Florida A&M University, then spent 28 years working in quality assurance for Florida Power and Light.

Adkins also taught Davis to cook and shared her recipe for chicken and cornbread.

"I've always enjoyed cooking and I'd worked in restaurants when I was in high school and college. But I'd never cooked in a restaurant until I opened this," he says of the Old Country Store.

It started 20 years ago as a fast-food joint, with Davis frying chicken in a skillet. Business was slim for nearly a decade. He sold cars in Vicksburg for a while to help supplement his retirement income.

"A few people would stop in to use the restroom while they were visiting Windsor," he says, referring to nearby Windsor Ruins — 23 standing columns that were part of a 17,000-square-foot mansion that survived the Civil War but was lost in a fire in 1890. "I always say I've sorta become the welcome center for Windsor."

Davis began throwing Thursday night parties for the students at Alcorn State.

"We would get 200 kids in here," he says. "They didn't want to eat. They wanted to chill. So it was the students, me, a bouncer and a DJ. That kept the business afloat for a long time."

In 2006, a writer from Southern Living stumbled upon the Old Country Store by accident. He couldn't get enough of Mr. D's fried chicken.

"He kept asking about my recipe and I told that man everything but the truth about it," Davis says. "He finally got disgusted and said he couldn't do a story on it without the recipe ... Somehow, he wrote it anyway. Called it 'heavenly fried.'

"That story was the beginning of the Old Country Store as we know it today."

On this typical July day in Mississippi — hot and suffocating — a good crowd has stopped in for lunch. Davis stops by every table and thanks them for coming in. With no warning, he goes from chicken fryer to entertainer. "Grandmama was a cornbread cooking que-ee-ee-een ... " he sings, soulfully and on key. It is part of the Old Country Store experience.

Story Continues on Page 7

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Three Fort Pierce Schools May Become One

By: Sunland News

There's a major shift possibly headed for Fort Pierce schools, and most folks don't know about it yet. Here's the short version:

A new proposal is in motion: The superintendent is expected to propose turning Dan McCarty Middle into a K–8 school by consolidating Lawnwood Elementary and St. Lucie Elementary into it. If approved, the district would sell the Lawnwood property to a potential buyer and use the proceeds to fund new construction at Dan McCarty. One obvious buyer might be Lawnwood Hospital, given the proximity but nothing's confirmed yet.

Image of Dan McCarty Middle School Gymnasium, the original structure from 1955. photo credit: Sunland News

This would be a big deal, not just because it changes where kids go to school, but because it reshapes three long-standing Fort Pierce campuses.

Some Context: C.A. Moore Elementary is already in the process of becoming a K–8, with 7th grade being added this fall and 8th grade next year.

And it's not stopping there. The district is also building:

Legacy High School, opening August 2025 in Tradition.

A brand-new K–8, opening August 2026, just a mile from Legacy.

What's Really Happening: St. Lucie County is growing fast. Like, fast fast. And the district is trying to keep pace. But with limited land and limited funding, they're looking at consolidation as a way to expand without tapping more taxpayer dollars.

Instead of building new from scratch, the idea here is to **sell off existing land** (Lawnwood), **reinvest in one stronger school** (Dan McCarty), and keep up with growth while also modernizing schools that haven't seen major upgrades in decades.

But it's a sensitive issue. These are historic schools in neighborhoods that deserve the same care and investment as any other part of the county. So naturally, people have questions: ***What happens to staff? What's the timeline? How will this impact students already enrolled?***

Westwood Names New Head Football Coach

By: Westwood Booster Club

Meet our Coach! We are extremely excited for Westwood and Fort Pierce as one of Fort Pierce own has been tapped to lead the Panther Nation football program. For far too long, the football program has endured instability due to turnovers in the coaching staff. Whether the change came as a result of other opportunities, the coaching mix, family matters or whatever...the buck stops here. We have the right coach, the right local mix, and it's the right time.

Fort Pierce, the Westwood Booster Club invites you to join the club in supporting Westwood Athletics.

LaDaris Vann, a native of Fort Pierce grew up playing on the fields of Pop Warner football and little league baseball. A standout football and baseball player. LaDaris, earned a scholarship in football to the University of Cincinnati (UC). At UC, he won Freshman of the Year in 1999 and All Conference honors in 2001 and 2002. LaDaris finished UC as the all-time leader in receptions and receiving yards. LaDaris played professional football with the Buffalo Bills of the National Football League, the Winnipeg Blue Bombers and BC Lions of the Canadian Football League, and the Indiana Firebirds in the American Football League. LaDaris holds a Bachelor of Science in Criminal Justice from the University of Cincinnati and a Master of Business Administration from the University of Phoenix. LaDaris is excited to return home and impart into the young men in the community what was so freely given to him. He's ready to Pay It Forward. **#WESTWOODONTOP**

Help support our Panther Football Team! Donate today! https://www.schoolpay.com/pay/for/Football-Donations/Sc5cCPD

Story Continued From Page 5

"The (Mississippi) Blues Trail runs right through here. And there are so many old cemeteries up and down 61. We need to identify them and mark them. I had a woman in here yesterday who had come from out of state trying to find where some of her people lived and died. They would visit these cemeteries, and while they're here they might visit a casino or eat at the Old Country Store. Spend their money here."

Davis greets two customers as they walk in. Both are white.

"Ninety-five percent of the people who eat here don't look like me," he says. "But I have no fear of history. Love can overcome hatred. I've seen it. People not of color will come in here and eat, and after their meal a husband will ask if I will take a picture with his wife. That's love and respect and honor.

"That's the Mississippi I know. That's the Mississippi I believe in. What happened with me here at this restaurant, most people wouldn't believe it. But it did. We can do this. Together."

In 2019, Davis was approached by Food Truck, Inc. a New York based firm to provide consulting services on his famous fried chicken and other recipes to sell to patrons on wall street. Affordable Foods, formerly Food Truck, Inc. holds the patent for a process to cook Mr. D's fried chicken in an air fryer with built in kitchens in electric trucks. The trucks were designed and built by Ford Motor Company.

Originally slated to be unveiled June or July 2021, the order of 100 trucks, all electric equipped with the process to cook Mr. D's Fried Chicken will be introduced to the New York and New Jersey area and school zones.

.Mr. D. has discovered that a picture here and an Instagram

there and a few posts that get shared, scattered around, maybe some that go viral, all add up. It's added up to an opportunity he'd never thought of, to take his grandmamma's chicken recipe and go national with it. A fleet of food trucks in New York heard of Mr. D- by searching to see who's most popular on the internet.

"Really deep down inside when they first started, I was wondering if it was a hoax. To have somebody call you and want to buy your recipe. And when I checked with my banker I found out it wasn't a hoax."

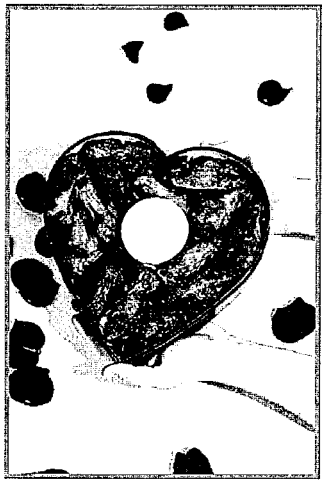
Mr. D's picture will be on the side of every food truck. But it won't be the same as having Mr. D there, singing to his guests and telling people to go make sure they see Windsor and Rodney while they are in the neighborhood and also telling hungry folks heading for the buffet if they don't think one platter will be enough grab two.

And not to feel sorry for the cook. The Old Country Store is more than a place to eat, it has become a place to say you've been to.

"And to have a lady celebrate her 96th birthday in here the other day and have her son say this is was one of the things on her bucket list. She said before she died she wanted to come to the Country Store. And he made that happen."

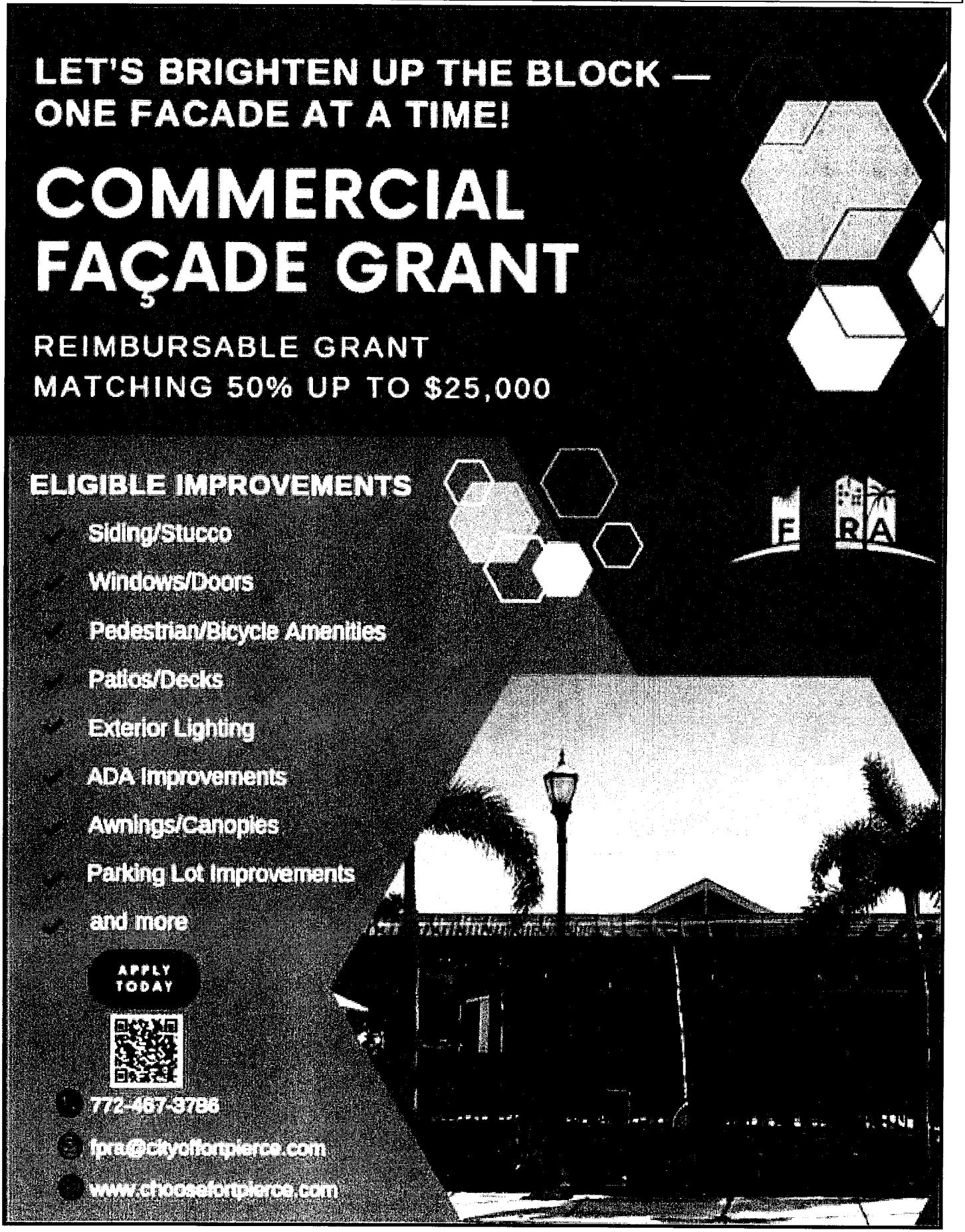
So good for New York. Within a year they'll get to taste Mr. D's Best Fried Chicken in the World on Wall Street. But better for Mississippi, we have the chicken, and the flavor of the friendship and love Mr. D dishes up along with it every day at Lorman.

Creativity is a huge part of a business person's marketing and promotion plan. This is no big deal to Davis' as ideas and creative marketing is second nature as he continues to explore and implement promotional campaigns that raises the bar for his counterparts. For Valentine's Day 2021, Davis packaged Mr. D's fried chicken in drum-ette sizes in a traditional valentine box that previously stored chocolate candy. This campaign filled 400 orders and would have sold more but the shipment of boxes were not delivered in a timely manner. So be on the look out for other fascinating gift ideas and clever marketing promotional food products courtesy of The Country Store.



This is a big deal for not only for Mississippi, but for Fort Pierce too. Davis owned and operated a couple of businesses in Fort Pierce long before he moved to Mississippi. Art, James and Jimmy, the Original Beer Hut located at Avenue D and 15th Street was a drive through package store. Long before McDonald's implemented the drive through window, Davis was already ahead of the pack. His next venture was another a drive through package store at Avenue L and 25th (Martin Luther King, Jr) Street.

As the Poster Boy for Tourism in Mississippi, Davis has graced more than 200 thousand copies of Mississippi tourism magazines in six languages; has been featured on the Food Network; CBS News Story; Time Magazine; the Travel Channel, and the largest newspaper in the state wrote a 3-page article on Mr. D's Fried Chicken, Gift Shop.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*Joining is as easy as 1-2-3! Just stop by the office for an application or go on-line to **www.lincolnparkmainstreet.org** and print the application. Fill it out and return to the office. You will only need to provide the following information:*

Name:		
Address:		
City:	**State:**	**Zip Code:**
Phone:	**Cell:**	
Email:		

Lincoln Park MAIN STREET Membership Levels

* Student: $ 5.00
* Member: $ 15.00
* Family: $ 50.00
* Auxiliary/Organizations: $50.00
* Small Business (less than 10 employees) : $100.00
* Medium Business (11-50 employees): $250.00
* Large Business (51 or more employees): $500.00

LINCOLN PARK MAIN STREET MEMBERSHIP BENEFITS

Why join LPMS?** Because you get these **great benefits:

*Free business and technical workshops *Monthly Community Forum *Advertisement in monthly Newsletter *Business/Article featured in the newsletter *Discount at organization events *Link/advertisement on website *New member marketing and promotions package *Business referrals *Mentor/Protégé Program

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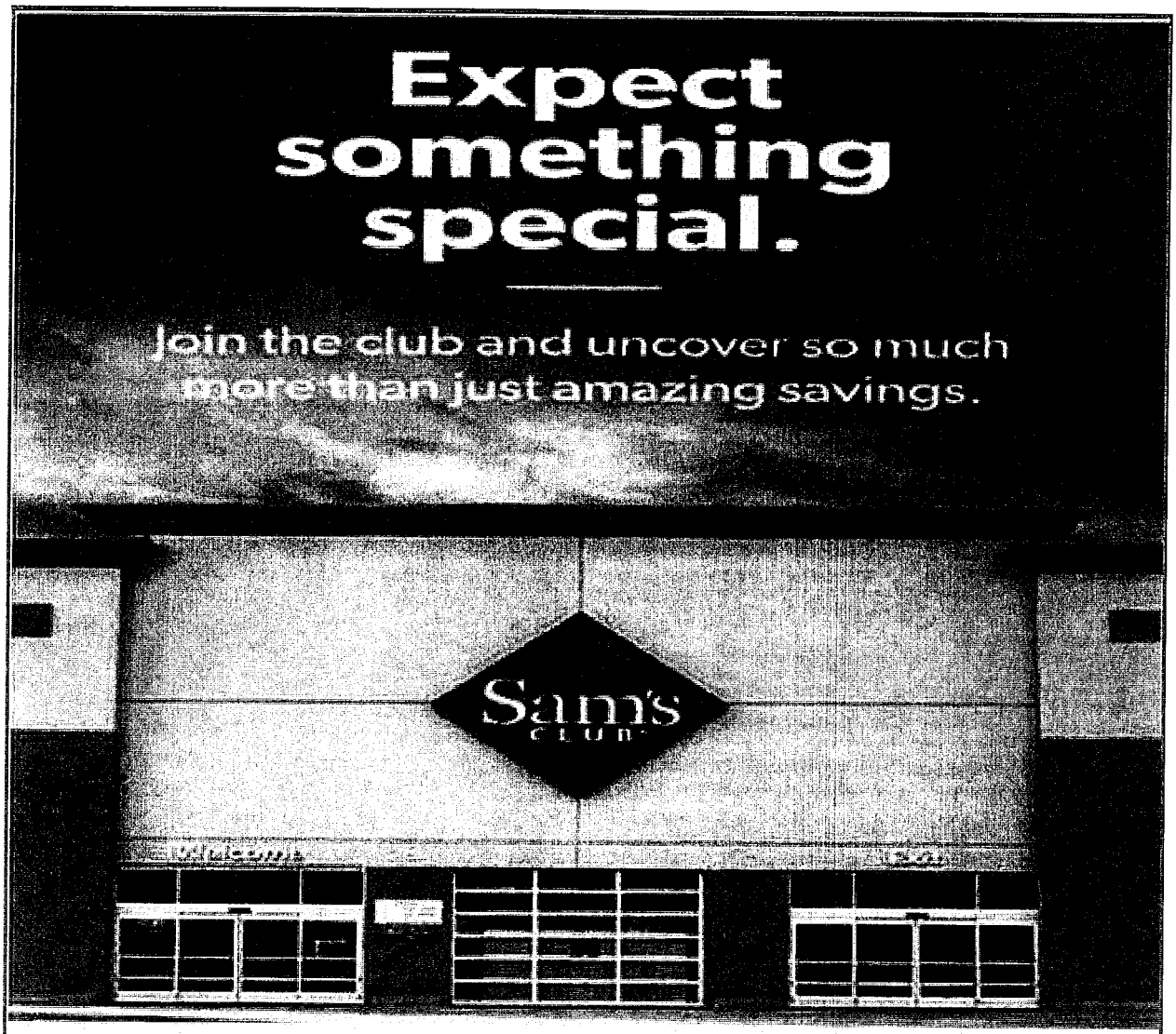

Visit your local Port St. Lucie Sam's Club located at 10900 S US1

Membership Open House Event

Pay $45 for a New Club Membership and Get $45 off your in club purchase. It's as simple as that!

Associate: Use activation code #12340 to load instant Savings

*This membership offer is only available for New Members through January 31, 2025 through our marketing department, must provide a valid e-mail address to qualify for offer, some restrictions apply. Offer is cleared automatically upon membership within 72 hours. Offer is valid for 60 days after membership has been activated. Offer must be redeemed in club and applies to purchases made in club and online. Offer cannot be used on Samsclub.com, with Scan & Go or with Pickup.

**Renewals do not qualify for this offer, there is NO renewal promotion for the Plus Club membership.

Black and African American History

May 1, 1867 Reconstruction of the South

Reconstruction of the South began with the registering of Black and white voters in the South. Gen. Philip H. Sheridan ordered registration to begin in Louisiana on May 1 and to continue until June 30. Registration began in Arkansas in May. Other states followed in June and July. By the end of October, 1,363,000 citizens had registered in the South, including 700,000 Blacks. Black voters constituted a majority in five states: Alabama, Florida, Louisiana, Mississippi and South Carolina.

May 1, 1902 Jimmy Winkfield wins his second Kentucky Derby

Jimmy Winkfield wins his second Kentucky Derby in a row. African American jockeys have won 15 of 28 Derby races.

May 1, 1986— Tia Norfleet

Shaunita Latrice "Tia" Norfleet is the first and, as of 2016, only African American female to be licensed as a NASCAR driver. Born on May 1, 1986, in Suffolk, Virginia, Tia is the daughter of Bobby Norfleet, a professional racecar driver in the 1990s. Her mother's name is unknown. Because of her father's influence, Tia was introduced to racing and the race culture at a young age. Her father's own mentors, NASCAR champion Wendell Scott, Hall of Fame driver Alan Kulwicki, and entertainer Gladys Knight encouraged him to help Tia develop her interest in the sport.

May 5, 1969 Moneta Sleet becomes the first African American to win a Pulitzer Prize

Moneta Sleet becomes the first African American to win a Pulitzer Prize for his photograph of Mrs. Martin Luther King, Jr. and her daughter at her husband's funeral.

May 9, 1862 Freeing of Slaves

On May 9, 1862 General Hunter of the Union Army issued a proclomation freeing the slaves of Georgia, Florida and South Carolina. A displeased President Lincoln anulled this act. Lincoln stated, "General Hunter is an honest man...He proclaimed all men free within certain states. I repudiated the proclomation."

May 9, 1974 House Judiciary Committee Opened Hearings

House Judiciary Committee opened hearings to decide whether to recommend the impeachment of President Nixon in the Watergate controversy. Two Blacks Rep. John Conyers of Michigan and Rep. Barbara Jordan of Texas were members of the committee.

May 9, 1750 The South Carolina Gazette reports South Carolina Man Granted Freedom

The South Carolina Gazette reports that Caesar, a South Carolina slave has been granted his freedom and a life time annuity in exchange for his cures for poison and rattlesnake bite. Caesar and the famous James Derham of New Orleans are two of the earliest know African American medical practitioners.

May 13, 1865 Two White Regiments and a Black Regiment

Two white regiments and a Black regiment, the Sixty-second U.S.C.T., fought the last action of the civil war at White's Ranch, Texas.

May 15, 1923 The Chip Woman's Fortune by Willis Richardson

The Chip Woman's Fortune by Willis Richardson, the first dramatic work by an African American playwright to be mounted on Broadway, opens at the Frazee Theatre on Broadway.

May 15, 1942 93rd Infantry

93rd Infantry activated and assigned to combat in the South Pacific; the first African American division formed during World War II.

May 20, 1961 Mob attacked Freedom Riders in Montgomery

Mob attacked Freedom Riders in Montgomery. Attorney General Robert F. Kennedy dispatched four hundred U.S. marshals to Montgomery to keep order in Freedom Rider controversy.

May 25, 1919 Death of Madame C.J. Walker

Death of Madame C.J. Walker (52), First African American millionaire and wealthy cosmetics manufacturer, When she died on May 25, 1919, she was mourned throughout the Black community as a pioneer and a Black industrialist at Irvington-on-the-Hudson, New York.

May 27, 1863 Negro Troops

The assault of the Louisiana Colored Volunteers on the Confederate breastworks at Port Hudson was the first major battle in which Negro Troops took part.

Celebrated & Educated 365 Days

June 2, 1854 Fugitive Slave returned to the South

Fugitive slave Anthony Burns was returned to the South from Boston. It cost the federal government $100,000 to return Burns, who was later sold to a group of Bostonians who freed him.

June 2, 1943 Combat Mission

Ninety-ninth Pursuit Squadron flew first combat mission, straf-ing enemy positions on the heavily fortified Italian Island of Pantelleria.

June 5, 1872 Republican National Convention met in Philadelphia

Republican National Convention met in Philadelphia with sub-stantial Black representation from Southern States. For the first time in American History, three Blacks addressed a major na-tional political convention: Robert B. Elliot, Chairman of the South Carolina delegation; Joseph H. Rainy, South Carolina delegate; John R. Lynch, Mississippi delegate.

June 5, 1940 The American Negro Theater

The American Negro Theater was organized by Frederick O'Neal and Abram Hill.

June 5, 1973 Doris A. Davis of Compton, California

Doris A. Davis of Compton, California becomes the first African American woman to govern a metropolitan city.

June 8, 1968 Assassin of M.L.K. Captured

James Earl Ray, alleged assassin of Martin Luther King Jr., captured at London airport.

June 12, 1963 Demonstrations for Housing, School and Jobs

Civil rights group demonstrated at Harlem construction sites to Protest discrimination in building trades unions. Demonstra-tions and marches were held in metropolitan areas in June, July and August to dramatize discontent over housing, school and job discrimination.

June 17, 1775 Black Soldiers Battle of Bunker Hill

Blacks soldiers fought at Battle of Bunker Hill and Breed's Hill. Among the heroes of the battle were Peter Salem and Salem Poor.

June 17, 1957 Tuskegee Boycott

Tuskegee boycott began. Blacks boycotted city stores in protest against act of state legislature which de-prived them of municipal votes by placing their homes outside city limits.

June 18, 1941 President Roosevelt wanted demonstration ended

President Roosevelt conferred with A. Philip Ran-dolph and other leaders of the March on Wash-ington movement and urged them to call off a scheduled demonstration. Randolph refused.

June 19, 1868 Maj. Gen. E. R. S. Canby

Maj. Gen. E.R.S. Canby removed the mayor and aldermen of Columbia, S.C., and made new appointments, including three Blacks: C.M. Wilder, Joseph franchise Blacks.

June 19, 1953 Albert Dent

Albert W. Dent, president of Dillard Uni-versity, elected president of National Health Council.

Jun 19, 1968 Solidarity Day March of Poor People's Campaign

Fifty thousand demonstrators participated in Solidarity Day March of Poor People's Campaign. Marchers walked from Washington Monument to Lincoln Monument, where they were addressed by Vice-president Humphrey, presidential candidate Eugene McCarthy, Coretta Scott King and Ralph Abernathy.

June 23, 1970 Charles Rangel defeated Adam Clay-ton Powell

Charles Rangel defeated Adam Clayton Powell in Democrat-ic primary in Harlem, ending the political career of one of the major political symbols of the post-World War II period.

June 25, 1941 President Roosevelt Issued Execu-tive Order 8802

President Roosevelt issued Executive Order 8802 which for-bade racial and religious discrimination in war industries, government training programs and government industries. Randolph called off scheduled march.

June 26, 1934 W.E.B. Du Bois

W.E.B. Du Bois resigned from his position at the NAACP in a disagreement over policy and racial strategy.

June 26, 1967 Martin Luther King was Denied Free-dom of Speech!

When martin Luther King came to Chicago in the late 60's, no church would let him speak, but one! All the others said he was a radial preacher.

Friendship Baptist Church on Chicago's westside allowed Rev. L. King to speak about civil rights! Rev Shelvin J. Hall showed no fear and allowed King to speak! I know because it's in all of our church's history books. I attend Friendship Baptist Church.

June 27, 1872 Paul Laurence Dunbar

Poet Paul Laurence Dunbar born in Dayton, Ohio. Mr. Paul Laurence Dunbar is one of the most popular African-American poets of all time. His dialect poems and humor in his works were often under appreciated due to the English standards which were set at the time. His book was finally given attention in "The Book of American Negro Poetry" in 1921 by James Weldon Johnson. Among his numerous col-lections of poems are "Oak and Ivory" (1893) and "Majors and Minors" (1896). His birth in 1872 and his death in 1906 gave him enough time to give impact upon the poetic world, and an impression of the true art of poetry.

GUIDED TOURS

Want to learn more about the history of Lincoln Park? What about the historic Avenue D corridor and the vibrant life that emerged in the 1930s, 1940s, 1950s and 1960s? Do you ever wonder how Lincoln Park Academy was developed from the hard work of African American parents wanting a quality education for their children? How the families partnered with the St. Lucie County School District to build the accredited school in 1923?

Learn about all of the incredible lives of the trailblazers and the rich history of not only Historic Lincoln Park but the beautiful City of Fort Pierce. Such iconic figures as Zora Neale Hurston—her life, her work and her legacy; The Hall of Fame Original Highwaymen Artists—their paintings, their loves and their travels statewide selling Florida landscapes art on the highways of Florida; local artist Albert Ernest "A. E." Backus, also known as Beanie Backus and his unique relationship to the Highwaymen artist and author and folklorist Zora Neale Hurston.

For reunions (school, family, class) sightseeing and general knowledge of the local history of the area, contact us.

For more information or to schedule a tour contact:

Lincoln Park Main Street 407-257-16781

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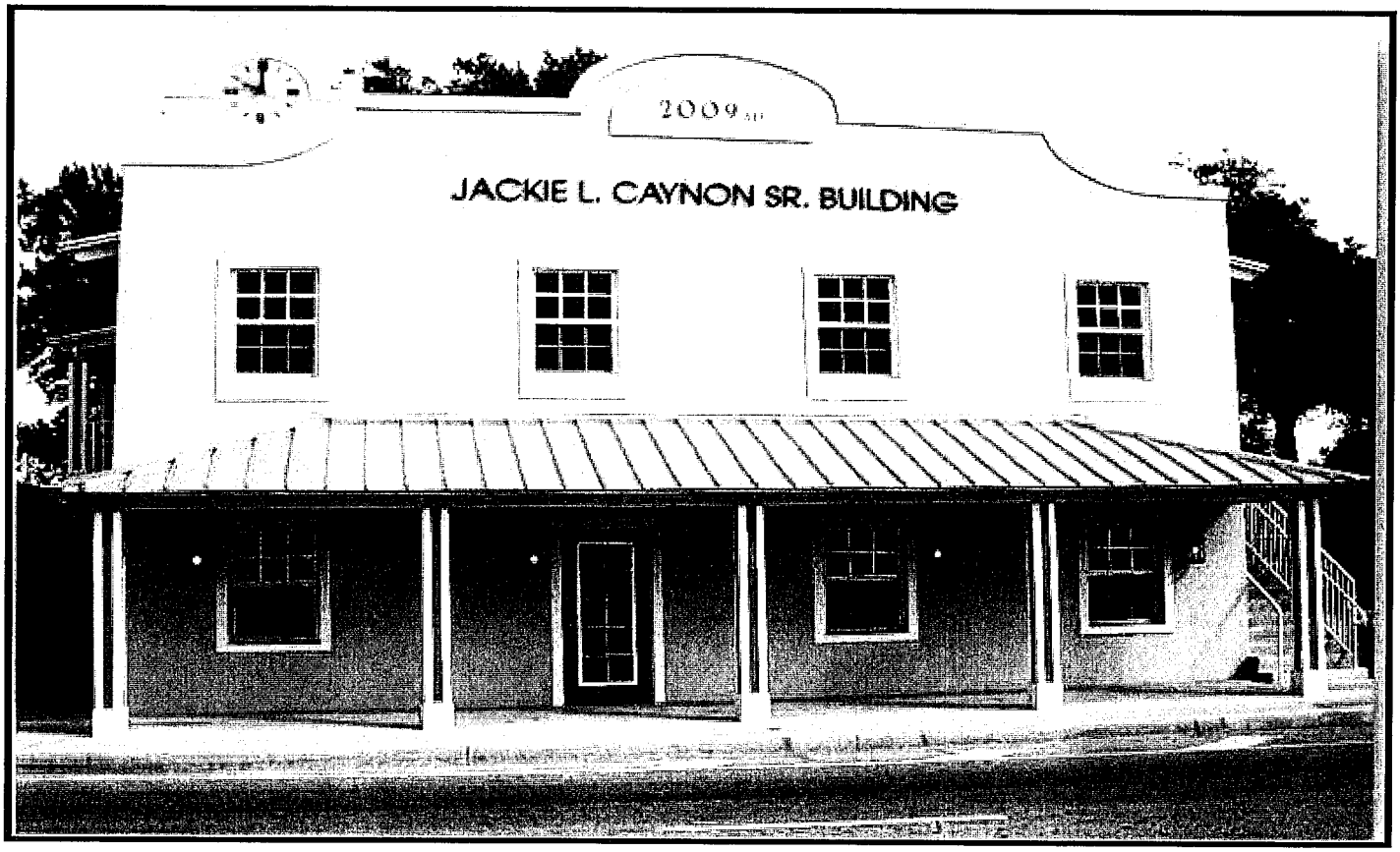

LINCOLN PARK
HISTORIC RESOURCES SURVEY MEETING
APRIL 23, 2025

Share photo ppt

NAME	EMAIL	PHONE
Dorethia Hair Truesdell	dhair@aol.com	609-539-4990
Shelby Jones	Sjay1965@gmail.com	———
Alice N Sleppy	Alicefountpenne@aol.com	
Delores Hagan Johnson	dshjune3@gmail	772) 577-0822
Keith Davis	Kedavis1986@gmail.com	772 475-0217
Pamela Carithers	lincolnparkmainstreet@live.com	407-257-1678
Linda Thompkins		772-828-6463
Charlie Frank Matthews		772 532-1265
George Collins		772-321-8102
Melanie George		863-669-8649
Steve Brown		772-828-8857
Raquel McGriff	rquel.Mc@yahoo.com	772-323-6822
Carolyn Payne		772-828-5710
Linda Norman		772 359-9609
Annette Williams		772-461-3463
Doris Jackson	DJAE 954486@aol.com	772-418-9706
Michelle Clemons	mclemons569@gmail.com	608-457-3261
Sabrina Taylor	SabrinaT993@gmail.com	772-267-0475
Patricia Matthews	pattmatthews@gmail.com	772-332-0294
Marlene Mackey		
		701-321-8821

COMMUNITY PLANNING COLLABORATIVE

Learning Lincoln Park's Neighborhood History

SHARE YOUR STORIES

Historic Structures Survey

FLORIDA DIVISION OF *Historical Resources*

COMMUNITY MEETINGS TO LEARN MORE AND SHARE HISTORY!

Wednesday, April 23, 2025

6:00-7:30pm
Blackburn Educational Building
Indian River State College Rooms 214 and 215
3002 Avenue D, Fort Pierce, FL 34947

Thursday, April 24, 2025

6:00-7:30pm
Zoom Meeting
bit.ly/lincolnparksurvey

The Florida Division of Historical Resources has funded a project recording historic structures in the neighborhood in order to document the past. Stantec and Community Planning Collaborative are assisting.

The historic structure survey will:

- Include homes, businesses, parks, schools, churches and more.
- Help inform preserving historic sites and recording the community's history.
- Tell the story of the neighborhood's history and people.

The historic structure survey will not:

- Add any regulations to your property.
- Share any private information.
- Come onto private property.

Contact us for more info:

info@planningcollab.com
904-577-0255
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FOR MORE INFO. VISIT ARTSTLUCIE.ORG OR CALL 772.528.4895

CELEBRATION OF BLACK MUSIC MONTH

LINCOLN PARK MAIN STREET PRESENTS

Jazz at Moore's Creek

WILL VAUGHN & ATG BAND

FRIDAY, JUNE 20, 2025
5:30 PM - 10:00 PM

MOORE'S CREEK

434 N. 8th Street, Fort Pierce, FL 34950
(Corner of Avenue D & 8th Street)

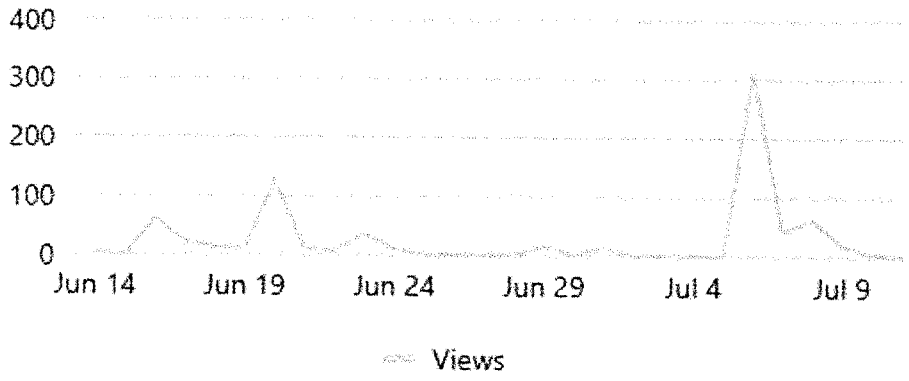
POPUP BLACK ARCHIVES/ MUSEUM

LEMS Lincoln Park Main Street · Main Street America · Q91.1 FM Treasure Coast's R&B · Sam's Club · Walmart Foundation · St. Lucie County Florida · Bluebird Productions · area regional transit

Views

Export

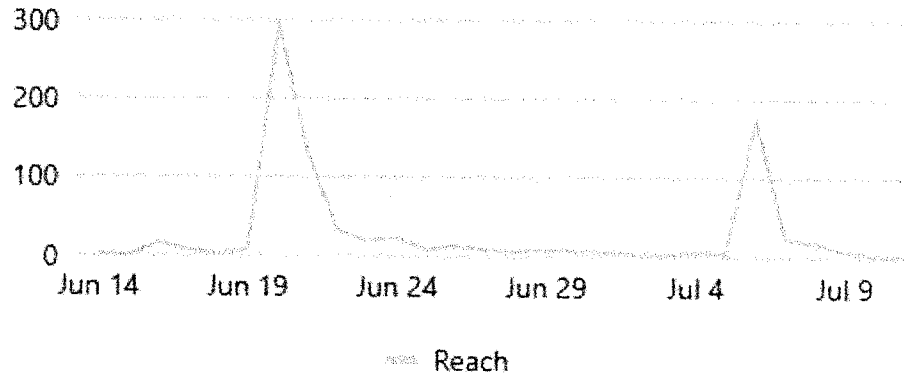
783 ↑ 625%



Reach

Export

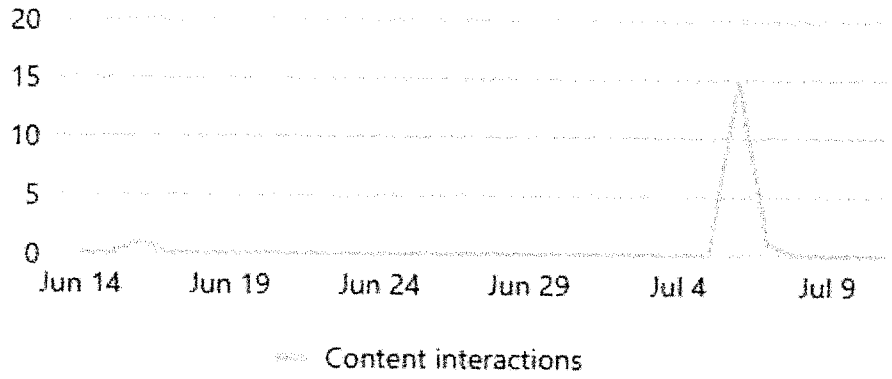
724 ↑ 761.9%



Content interactions

Export

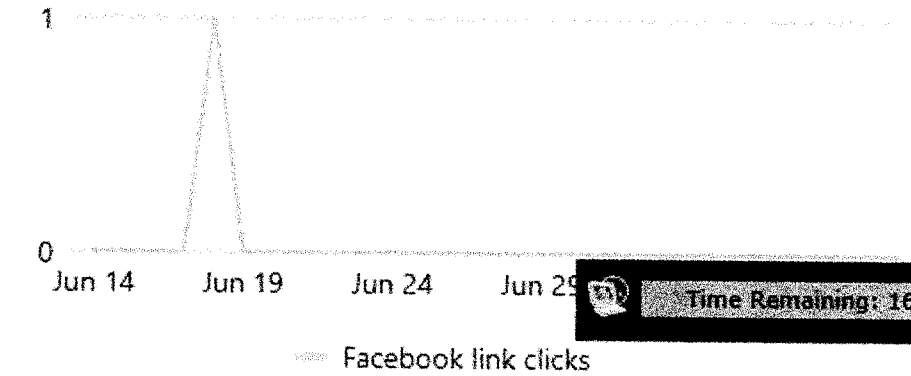
17 ↑ 750%



Link clicks

Export

1 ↓ 66.7%



Time Remaining: 16:31

Your last week in review

Take a moment to review activity and insights for Lincoln Park Main Street, Inc. from Jun 29 - Jul 5.

Your activity

You published 0 pieces of content this past week.

0 Facebook posts

0 Facebook stories

Your goals

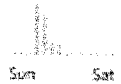
Set your business goals, track progress and find tips on how to achieve them. Get started

Your results

See your Facebook reach from last week.

Total last week

484



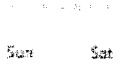
Facebook reach

Your messaging activity

Track your progress toward your business messaging goals.

Total last week

0



New contacts

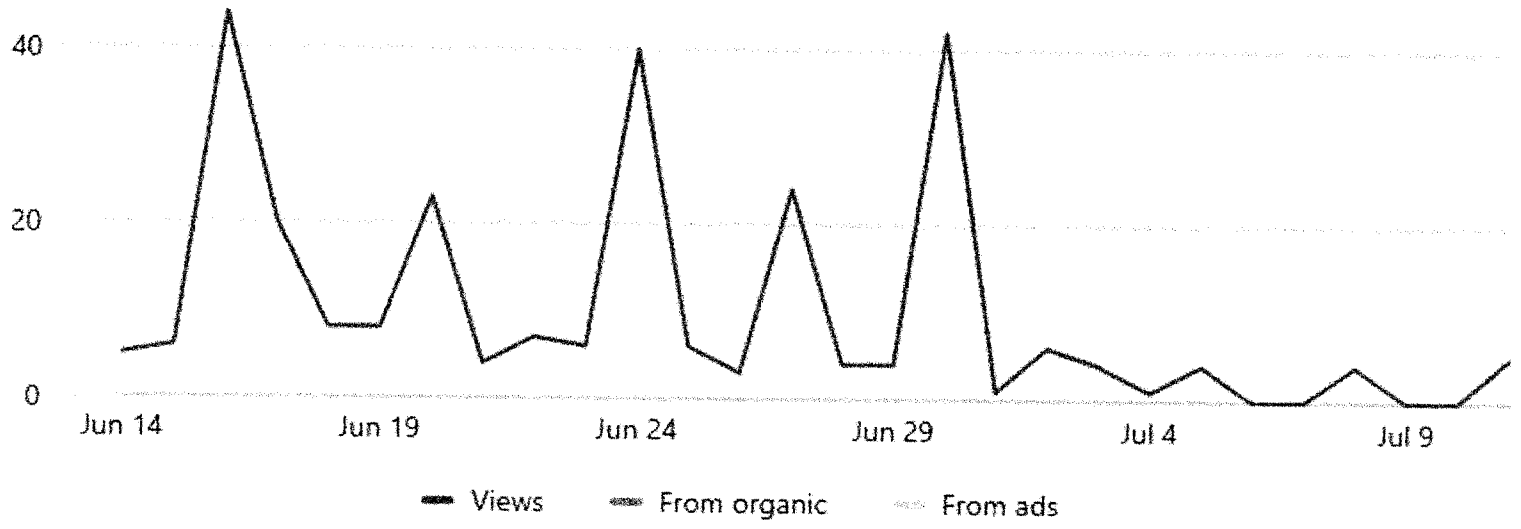
View all insights

Content overview

Breakdown: Organic/ads

All | Posts | Stories | Reels | Videos | Live

Views	Reach	3-second views	1-minute views	Content interactions	Watch time
279 ↓ 11.1%	731 ↑ 176.9%	28 ↑ 100%	0 0%	5 ↓ 44.4%	7m 53s ↑ 54.2K%



Views breakdown

Jun 14 – Jul 11

Total
279 ↓ 11.1%

From organic
279 ↓ 11.1%

From ads
0 0%

Top content formats

Export

Published content

Based on up to 200 pieces of content

+100.0% vs. May 17, 2025 - Jun 13, 2025

Reels 1

Videos 1

Stories 0

Facebook reach

+176.9% vs. May 17, 2025 - Jun 13, 2025

Others 625

Videos 59

Photos 49

Reels 44

Multi photo 3

Links 2

Text 2

Content interactions

-44.4% vs. May 17, 2025 - Jun 13, 2025

Photos 2

Reels 1

Text 1

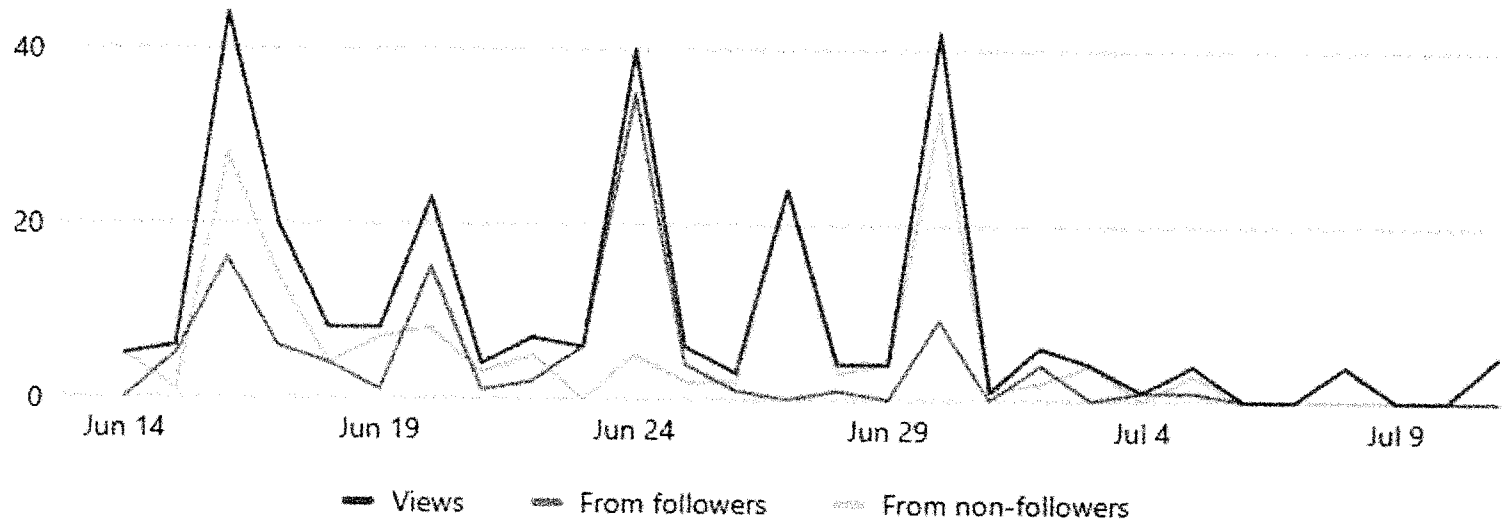
Videos 1

Content overview

Breakdown: Followers/non-followers

All | Posts | Stories | Reels | Videos | Live

Views	Reach	3-second views	1-minute views	Content interactions	Watch time
279 ↓ 11.1%	731 ↑ 176.9%	28 ↑ 100%	0 0%	5 ↓ 44.4%	7m 53s ↑ 54.2K%



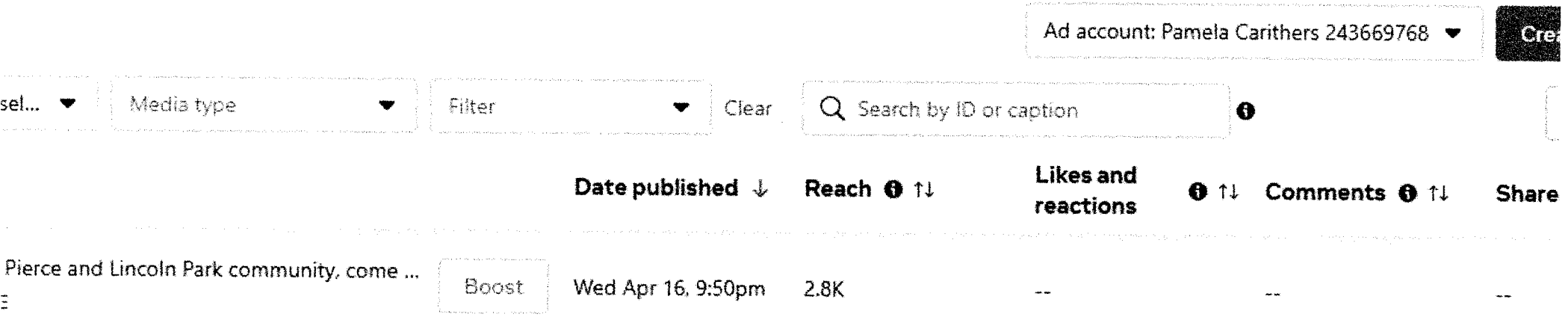
Views breakdown

Jun 14 – Jul 11

Total
279 ↓ 11.1%

From followers
116 ↓ 21.1%

From non-followers
163 ↓ 2.4%


Ad account: Pamela Carithers 243669768
Media type
Filter
Clear
Search by ID or caption
Date published
Reach
Likes and reactions
Comments
Share
Pierce and Lincoln Park community, come ...
Boost
Wed Apr 16, 9:50pm
2.8K
--
--
--

Benchmarking

Business comparison Businesses to watch

Compare your performance against businesses in the Local Events category

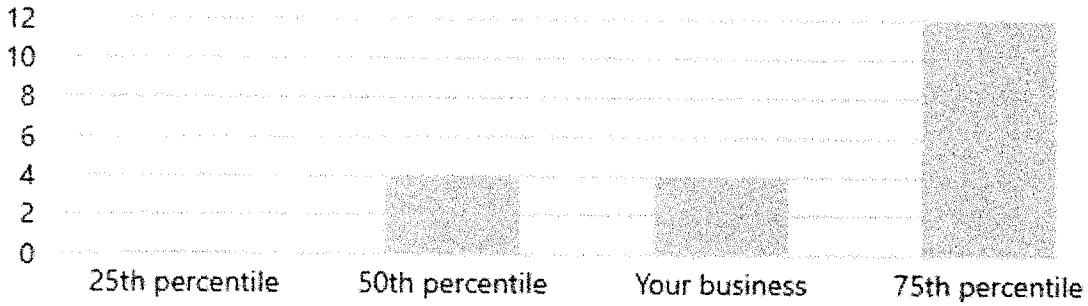
Results are based on businesses with similar organic 28-day reach in your category. Edit category

Published content ⓘ

4

Similar to others

How often your business published versus others in this category



Over the last 28 days, **you typically published the same amount of posts and stories** compared to other businesses in this category. Nice work! Stay on track by creating a new post or scheduling in advance.

Create post

Facebo... ⓘ

747

Similar to others

Typically: 999

Follows ⓘ

6

Similar to others

Typically: 5

Content i... ⓘ

17

Similar to others

Typically: 49

Top content formats

Export

Published content

Based on up to 200 pieces of content

+100.0% vs. May 17, 2025 - Jun 13, 2025

Videos 3

Photos 1

Stories 0

Facebook reach

+761.9% vs. May 17, 2025 - Jun 13, 2025

Others 507

Photos 230

Videos 55

Links 17

Text 17

Reels 8

Content interactions

+750.0% vs. May 17, 2025 - Jun 13, 2025

Photos 16

Videos 1

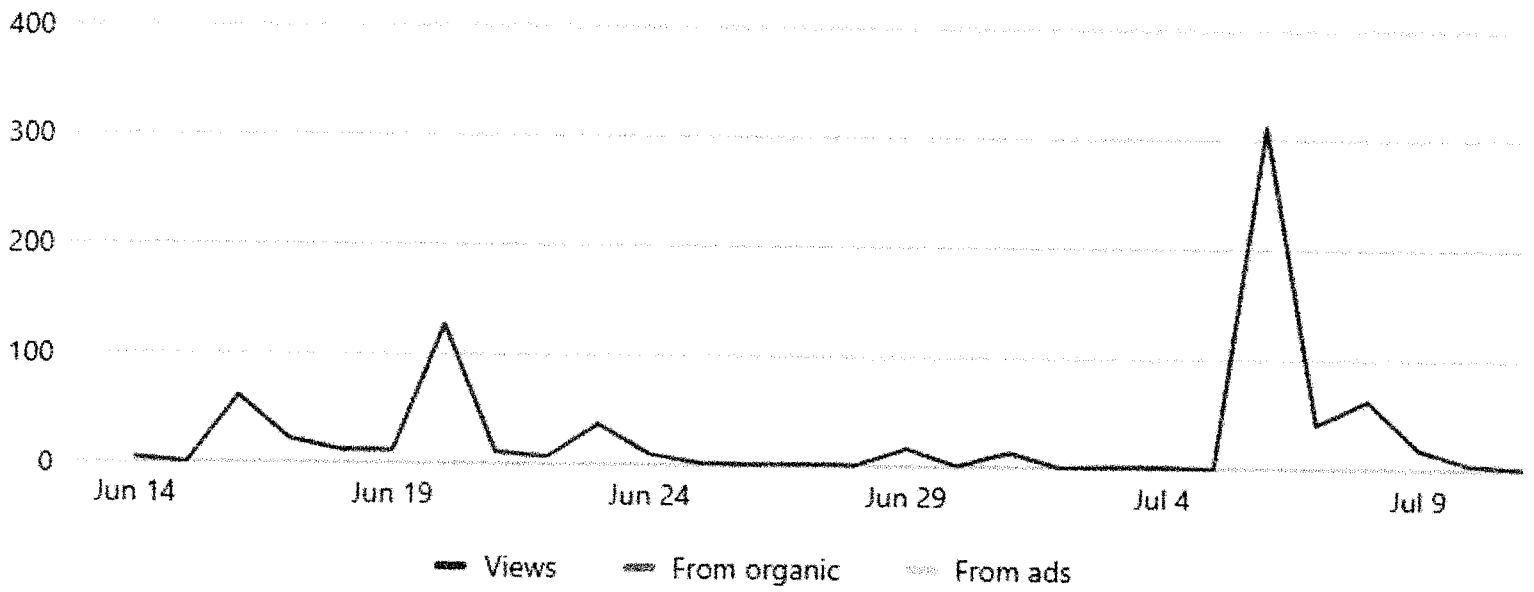
Time Remaining: 7:42

Content overview

Breakdown: Organic/ads

All | Posts | Stories | Reels | Videos | Live

Views	Reach	3-second views	1-minute views	Content interactions	Watch time
783 ↑ 625%	724 ↑ 761.9%	86 ↑ 2.0K%	0 0%	17 ↑ 750%	27m 8s ↑ 3.0K%



Views breakdown

Jun 14 – Jul 11

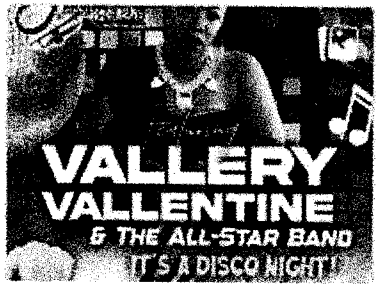
Total
783 ↑ 625%

From organic
783 ↑ 625%

From ads
0 0%

Top content by views

Boost content | See all content



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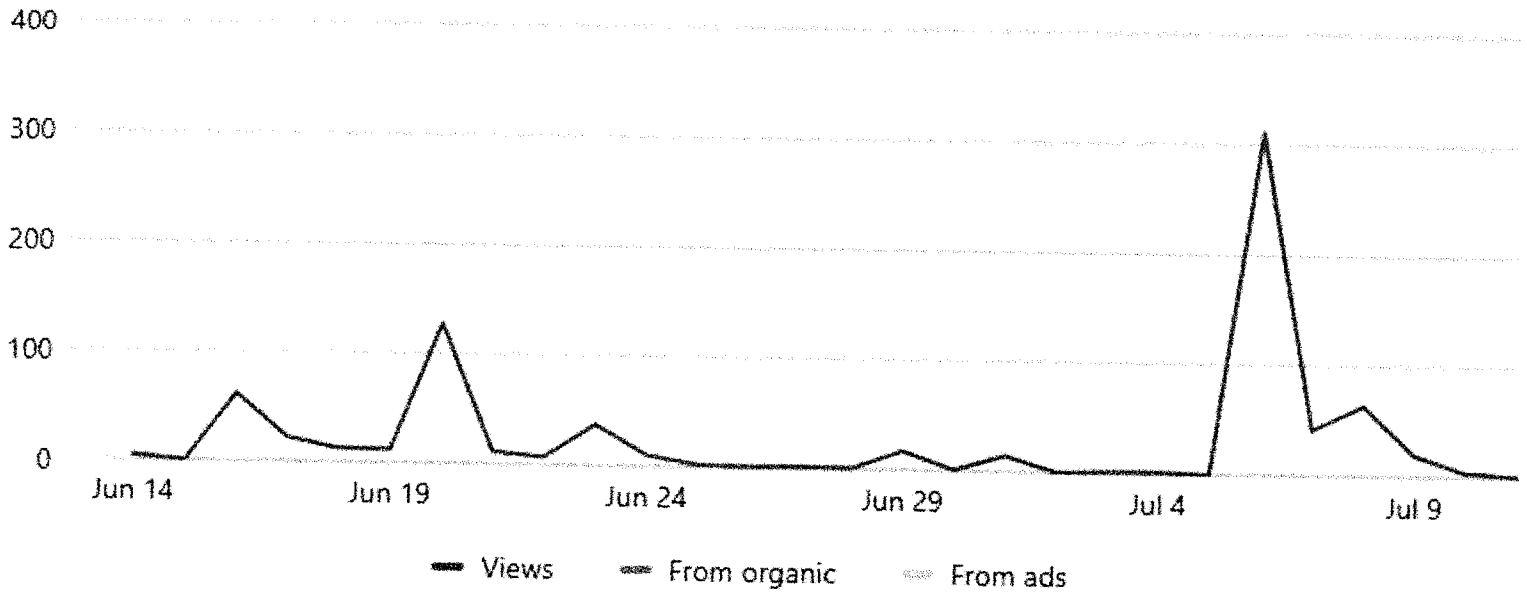

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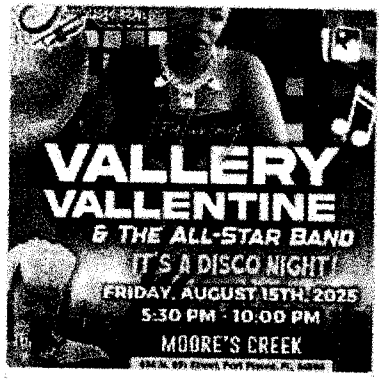
Top content by views

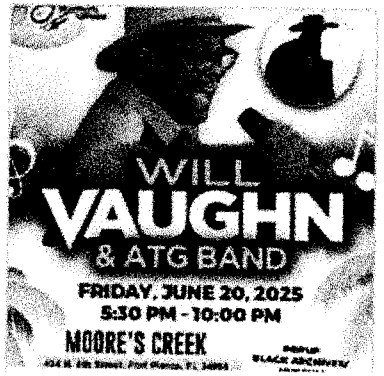
Boost content | See all content



Jazz on Moore's Creek Disco Night, August...

Sun Jul 6, 4:33am

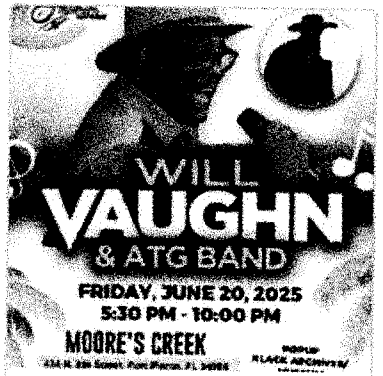
374 ♥ 12
1 ↗ 3



The return of Jazz on Moore's Creek, Frida...

Mon Jun 16, 12:09pm

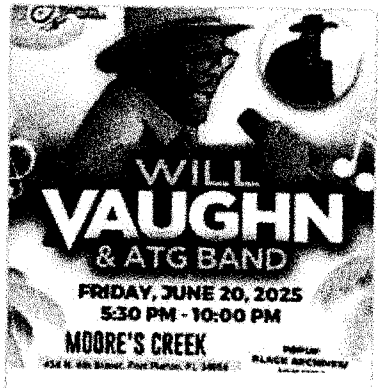
84 ♥ 1
0 ↗ 0



The return of Jazz on Moore's Creek, Frida...

Mon Jun 16, 12:10pm

64 ♥ 0
↗ 0



Join us at Jazz on Moore's Creek tonight!

Fri Jun 20, 8:59am

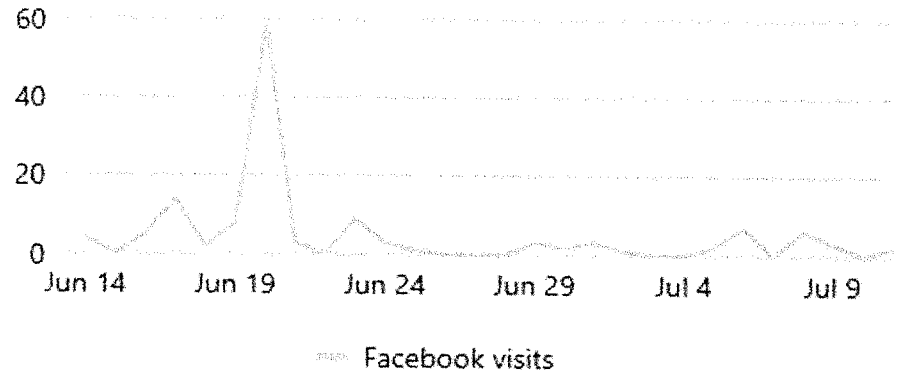
56 ♥ 0
0 ↗ 0

Time Remaining: 18:1

Visits ⓘ

Export

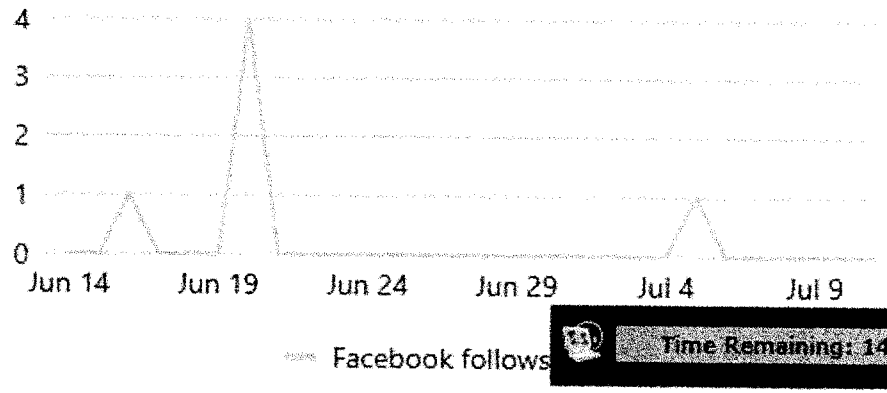
137 ↑ 495.7%



Follows ⓘ

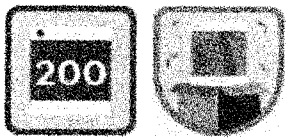
Export

6 ↑ 100%



Time Remaining: 14:36

Earned achievements



Achievements to earn

250 Facebook Posts

Publish 250 Facebook posts

202/250

Ad account: Pamela Carithers 243669768

1 sel... | Media type | Filter | Clear | Search by ID or caption

		Date published ↓	Reach ↑↓	Likes and reactions ↑↓	Comments ↑↓	Shar
eo Lincoln Park Main Street, Inc.	Boost	Fri Jun 20, 12:02pm	44	1	0	0
n of Jazz on Moore's Creek, Friday, June 20, ... Lincoln Park Main Street, Inc.	Boost	Mon Jun 16, 3:05pm	59	1	0	0
n of Jazz on Moore's Creek, Friday June 20, 2... Lincoln Park Main Street, Inc.	Boost	Sat Jun 7, 11:32pm	172	4	0	4
rt Pierce and Lincoln Park community, come ...	Boost	Wed Apr 16, 9:50pm	2.8K	--	--	--
ce and Lincoln Park community, come and le... Lincoln Park Main Street, Inc.	Boost	Wed Apr 16, 9:49pm	2.8K	15	0	2
ark Neighborhood History Lincoln Park Main Street, Inc.	Boost	Wed Apr 16, 9:48pm	3	--	--	--
ark Neighborhood History Lincoln Park Main Street, Inc.	Boost	Wed Apr 16, 9:46pm	0	--	--	--

4:25 97%

Insights

Your Facebook views increased by 3191% in the last 28 days

4.8K

3.2K%

53

100%

11

100%

4

100%

Top content

Jazz on Moore's Creek 6/20/2025

Testimonials

1. "Jazz on Moore's Creek in Fort Pierce is a fantastic night out!"

Shearon B.

2. "The live music is superb, the atmosphere is vibrant, and the food vendors add to the fun".

Sarah Billingsly, New Jersey

3. It's truly a celebration of jazz and community in a beautiful setting. I attend every event"

Harold K.

4. "Lincoln Park Main Street has been working to revive our community."

Helen Young

5. "Main Street work to keep our history alive."

Joe P.

6. "Working with businesses and folks in the community interested in going into business with opportunities while honoring our rich history."

James Karas

7. "The museum helped me learn so much about the history of Lincoln Park! The displays brought the past to life and gave me a deeper appreciation for this community."

Charles Mathis, Ohio

Lincoln Park Main Street Survey

1. What is your zip code?

   X 34946 ___ 34947 ___ 34950 _____ Other

2. What is your age?

   __ Under 20 __ 21-24 __ 25-34 __ 35-44 X 45-54
   __ 55-64 __ 65-74 __ 75 and over

3. What is your gender?

   __ Female X Male __ Other __ Prefer not to say

4. Do you live in Lincoln Park?

   X Yes
   __ No (If no, answer #5)

5. Do you consider yourself a part of the Lincoln Park Community?

   __ Not at all
   X Somewhat
   __ Very Much

6. What do you know about Lincoln Park Main Street?

   __ I Know A Lot
   X I know very little
   __ I don't know much about Lincoln Park Main Street

7. How often to you participate or visit Jazz on Moore's Creek, workshop, other events?

   __ All of the time
   X Most of the time
   __ Sometime
   __ Never

8. Do you know what historic preservation is?

   __ Yes
   __ No
   X Not Sure

9. How familiar are you with historic preservation?

   __ Very Familiar
   __ Somewhat Familiar
   __ Not Familiar at All

10. Is there anything you want to add?

Lincoln Park Main Street Survey

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More events like this at Jazz on Moore's Creek

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thanks for information on Lincoln Park Main Street and history

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Keep preserving history and buildings

Lincoln Park Main Street Survey

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Lincoln Park Main Street Survey

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10. Is there anything you want to add?

thanks for explaining historic preservatin

Lincoln Park Main Street Survey

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___ 34946 ___ 34947 ___ 34950 34953 Other

2. What is your age?

__ Under 20 __ 21-24 __ 25-34 (0) 35-44 __ 45-54
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(0) Female __ Male __ Other __ Prefer not to say

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___ 34946 ___ 34947 ___ 34950 ✓ 34945 Other

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   __ Not at all
   __ Somewhat
   ✓ Very Much

6. What do you know about Lincoln Park Main Street?

   ✓ I Know A Lot
   __ I know very little
   __ I don't know much about Lincoln Park Main Street

7. How often to you participate or visit Jazz on Moore's Creek, workshop, other events?
   ✓ All of the time
   __ Most of the time
   __ Sometime
   __ Never

8. Do you know what historic preservation is?
   ✓ Yes
   __ No
   __ Not Sure

9. How familiar are you with historic preservation?
   __ Very Familiar
   ✓ Somewhat Familiar
   __ Not Familiar at All

10. Is there anything you want to add?

We need to keep building history with the youth

Lincoln Park Main Street Survey

1. What is your zip code?

   ___ 34946 ___ 34947 ✓ 34950 _____ Other

2. What is your age?

   __ Under 20 __ 21-24 __ 25-34 __ 35-44 __ 45-54
   __ 55-64 __ 65-74 ✓ 75 and over

3. What is your gender?
   __ Female ✓ Male __ Other __ Prefer not to say

4. Do you live in Lincoln Park?
   ✓ Yes
   __ No (If no, answer #5)

5. Do you consider yourself a part of the Lincoln Park Community?
   __ Not at all
   __Somewhat
   ✓ Very Much

6. What do you know about Lincoln Park Main Street?

   __ I Know A Lot
   ✓ I know very little
   __ I don't know much about Lincoln Park Main Street

7. How often to you participate or visit Jazz on Moore's Creek, workshop, other events?
   __ All of the time
   ✓ Most of the time
   __ Sometime
   __ Never

8. Do you know what historic preservation is?
   __ Yes
   __ No
   ✓ Not Sure

9. How familiar are you with historic preservation?
   __ Very Familiar
   __ Somewhat Familiar
   __ Not Familiar at All

10. Is there anything you want to add?

Lincoln Park Main Street Survey

1. What is your zip code?

   ___ 34946 ___ 34947 X 34950 _____ Other

2. What is your age?

   __ Under 20 __ 21-24 __ 25-34 __ 35-44 __ 45-54
   X 55-64 __ 65-74 __ 75 and over

3. What is your gender?

   __ Female X Male __ Other __ Prefer not to say

4. Do you live in Lincoln Park?

   X Yes
   __ No (If no, answer #5)

5. Do you consider yourself a part of the Lincoln Park Community?

   __ Not at all
   __Somewhat
   X Very Much

6. What do you know about Lincoln Park Main Street?

   __ I Know A Lot
   X I know very little
   __ I don't know much about Lincoln Park Main Street

7. How often to you participate or visit Jazz on Moore's Creek, workshop, other events?

   X All of the time
   __ Most of the time
   __ Sometime
   __ Never

8. Do you know what historic preservation is?

   __ Yes
   __ No
   X Not Sure

9. How familiar are you with historic preservation?

   __ Very Familiar
   __ Somewhat Familiar
   X Not Familiar at All

10. Is there anything you want to add?

Lincoln Park Businesses & Owners
Lincoln Park Main Street District

Business Name	Address	Zip Code	Phone	Point of Contact	Owner Contact	Owner Address
PHATZ Chick N' Shack	421 N. US Highway 1,	34950	772-882-4838	Tesa Adams	Robert & Tesa Adams	
Carwash Kartoon DBA Baker's Properties	430 North US 1,	34950	772-429-8700	Ken Dixon	Ken Dixon	430 North US 1, Fort Pierce, Florida
Chinese To-Go	431 North 25th Street,	34950	772-460-8823	Sombat Ratuppanant	Sombat Ratuppanant & Tassanaporn Ratuppanant	1056 SW Placetas Ave, Port St. Lucie, FL 34953-3478
Commercial Building	441 Means Court,	34950			Bertha M. McDonald	P.O. Box 4189, Fort Pierce, FL 34948-4189
VACANT LOT	480 N. 7th Street,	34950		St. Lucie County	St. Lucie County	C/O Management & Budget Fort Pierce, 34982-5632
Lucky 7 Food Mart	510 North 13th Street,	34950	772-242-8977			
Serenity Hair Salon	605 N Orange Avenue,	34950	772-828-7342	Candance	605 Ministries LLC	117 Orange Avenue, Fort Pierce, FL 34950-4346
International Longshoremen	705 Cedar PL,	34950			Longshoremen St. Lucie County	503 N. 7th St, Fort Pierce, FL 34950-8229
Vacant Building	720 Avenue D,	34950		David Hall	David Hall	P.O. Box 9342, Port St. Lucie, FL 34985-9342
United Insurance Agency	720 Delaware Ave, Suite G	34950	772-468-8427	Calvin Richardson	Calvin Richardson	720 Delaware Avenue, Suite G Ft. Pierce, FL
SLC Robert E. Lewis Fire Station #15	721 Avenue D,	34950		SLC Fort Pierce Fire District	SLC Ft. Pierce Fire District	5160 NW Milner Dr, Port St. Lucie, FL 34983-3392
Intermodal Transit Facilty	725 Avenue D,	34950		Area Regional Transit	St.Lucie County	2300 Virgina Avenue, Fort Pierce, FL 34982-5632
Sarah's Memorial Chapel	728 Avenue D,	34950	772-464-2525	Peggy Harris	Sarah's Legacy	P.O. Box 3588 Fort Pierce, FL 34954
Bleu Clarinet Restaurant & Jazz Lounge	901 Avenue D,	34950	772-461-9533	Marck Benjamin	1901 Avenue D LLC	10225 SW Green Ridge Ln, Palm City FL 34990-5025
Business	908 Avenue D,	34950			Khenobi Real Estate Investment LLC	USS George Washington #73, FPO AP 96650-2801
Business	911 Avenue D,	34950		Hugo Soto & Patricia Soto	Hugo Soto & Particia Soto	5313 Echo Pines Cir, Fort Pierce, FL 34951-3321
Building - Vacant	914 Avenue D,	34950	561-301-0600	Estate of H. Alan Welles	Nine fourteen Avenue D LLC	10225 SW Green Ridge Ln, Palm City FL 34990-5025
VACANT BUILDING	921 Avenue D,	34950		Cherisol Bernard Berthelemy Natividа	Cherisol Bernard Berthelemy Natividа	16152 Orange Blvd, Loxahatchee, FL 33470-3470
Barbarshop	1004 Avenue D,	34950		Fenee' Russ	Fenee' Russ	1805 N. 16th Street, Fort Pierce, FL 34950-2173
Chruch	1007 Avenue D,	34950		First Born Church Living God	First Born Church Living God	931 SE Walters Ter, Port St. Lucie, FL 34983-3931
First Bethel Missionary Baptist Church	1018 Avenue D,	34950		Eldrew Baldwin	First Bethel Miussionary Baptist Church	506 N. 11th Street, Fort Pierce, FL 34950-8820
Signature Salon	108 S 17th St,	34950	772-468-2524	Tesa Adams	Robert & Tesa Adams	1523 Avenue D, Fort Pierce, Florida
Wilson's Game Room	1101 Avenue D,	34950		Darrell Wilson	Darrell Wilson	600 N. 15th Street, Fort Pierce, FL 34950-2816
Multi-Family Housing	1102 Avenue D,	34950	561-301-0600	Estate of H. Alan Welles	1102 Avenue D LLC	10225 SW Green Ridge Ln, Palm City FL 34990-5025
Lincoln Theater	1132 Avenue D,	34950	772-971-1582	Diane Williams Johnson	MLK Commemorative Committee	P.O. Box 3671 Fort Pierce, Florida
JC Mission of Hope Inc	1135 Avenue D,	34950		Shirley & Diane Gibson	Shirley & Diane Gibson	P.O. Box 3272, fort Pierce, FL 34948-3272
Vacant Building	1140 Avenue D,	34950	561-301-0600	Estate of H. Alan Welles	1140 Avenue D LLC	1860 SW Fountainview Blvd, Unit 100, Port St. Lucie, FL 34986-4528
VACANT	1143 Avenue D,	34950	561-301-0600	Estate of H. Alan Welles	1143 Avenue D LLC	10225 SW Green Ridge Ln, Palm City FL 34990-5025
Business	1201 Avenue D,	34950			Singh Chaterpaul	1510 Tropical Dr, Lake Worth, FL 33460-5348
Store	1202 Avenue D,	34950		Dreamland Property LLC	Dreamland Property LLC	2504 Avenue I, Fort Pierce, FL 34947-5949
Consignment Store	1206 Avenue D,	34950		Marie Joseph	Marie M. Joseph	301 N. 19th Street, Fort Pierce, FL 34950
Multi-Family Housing	1208 Avenue D,	34950		Shade & Dorothy Holmes	Shade & Dorothy Holmes	3605 Avenue N, Fort Pierce, Fl 34947-1824
Fort Pierce Florida Highwaymen Museum	1234 Avenue D,	34950	609-529-4990	Doretha Hair Truesdell	Fort Pierce Redevelopment Agency	P.O. Box 1480, Fort Pierce, Florida
VACANT	1238 Avenue D,	34950		Steven Giordano	Steven Giordano	5427 NW Consumer Avenue, Fort Pierce, Florida 34983-2310
VACANT	1303 Avenue D,	34950		A&A Transport Services LLC	A&A Transport Services LLC	1235 Chandler Ridge Dr, Lawrenceville, GA 30045-8138
Store & Hair Salon	1319 Avenue D,	34950		Eugene Williams	Eugene Williams, Patricia White	P.O. Box 1724, Fort Pierce, FL 34954-1724
Church of God In Christ	1322 Avenue D,	34950		Church of God in Christ	Church of God In Christ	1322 Avenue D, Fort Pierce, FL 34950-7914
VACANT	1401 Avenue D,	34950		Lue Witherspoon	Lue Witherspoon	1305 North 20th Street, Fort Pierce, FL
VACANT	1402 Avenue D,	34950		Horizon Palms and Nursey Inc	Horizon Palms and Nursey Inc	8015 Plantation Lakes Dr, Port St. Lucie, FL 34986-3014
Sylvia's Flower Shop	1405 Avenue D,	34950		David Scott	David R. Scott (TR)	406 Avenue R, Fort Pierce, FL 34947-5637
Vacant Building	1423 Avenue D,	34950			Vincent Marcellino	8015 Plantation Lakes Dr, Port St. Lucie, FL 34986-3014
Shorty's Cold Spot	1502 Avenue D,	34950	772-465-3606	Azzam Bazar	Reatha N. Cobb	P.O. Box 2043, Fort Pierce, Florida 34954-2043
Kiddie Kollege Day Care	1505 Avenue F,	34950	772-595-9001	Faye Owens McCarty	Faye Owens McCarty	1505 Avenue F, Fort Pierce, Florida
Scotty's Deli (Vacant)	1507 Avenue D,	34950	772-464-0916	Randolp Scott	Randolph Scott	506 N. 18th Street, Fort Pierce, FL 34950-7938
House of God Church of Living God	1524 Avenue D,	34950			House of God Church of Licing God	P.O. Box 1714, Fort Pierce, FL 34954-1714
VACANT (1st Bay)	1529 Avenue D,	34950		Jeff Biegun Holdings LLC	Jeff Biegun Holdings LLC	15835 Corporate Road N, Jupiter FL 33478-6422
Jackson Hewitt Tax Services - (3rd Bay)	1529 Avenue D,	34950		Al Johnson	Jeff Biegun Holdings LLC	15835 Corporate Road N, Jupiter FL 33478-6422
Vacant Commercial Building	1602 Avenue D,	34950		Michael McGhee	Michael McGhee (LF EST)	3801 NW 207th St, Miami Gardens, FL 33055-1138

Business Name	Address	Zip Code	Phone	Point of Contact	Owner Contact	Owner Address
Vacant Commercial Building	1605 Avenue D,	34950		JBM Properties Delaware LLC	JBM Properties Delaware LLC	4920 Sandshore CT, San Diego, CA 92130-2743
BMK Realty	1607 Avenue D,	34950		BMK Four Realty LLC	BMK Four Realty LLC	4927 Oleander Avenue, Fort Pierce, FL 34982-4213
Mixed Use Building	1611 Avenue D,	34950		Robert Michael Nebb	Robert Michael Nebb	P.O. Box 211685, Royal Palm Beach, FL 33421-1685
Andros Construction LLC	1612 Avenue D,	34950	772-475-4915	Lloyd Constant	Lloyd M & Mary K Constant	2706 Atlantic Avenue, Fort Pierce, FL 34947-3644
Commercial Strip Mall	1701 Avenue D,	34950		Alia Qasem	Alia Qasem	103 SW Essex Dr, Port St. Lucie, FL 34984-5013
Store	1702 Avenue D,	34950		Wael M Musaitef	Alia Qasem & Wael M. Musaitef	1702 Avenue D, Fort Pierce, FL 34950-7945
Office Space	1708 Avenue D,	34950		Estate of H. Alan Welles	1708 Avenue D LLC	10225 SW Green Ridge Ln, Palm City FL 34990-5025
Multi Use Trading Post	1710 Avenue D,	34950		Estate of H. Alan Welles	Road Tripz LLC	10225 SW Green Ridge Ln, Palm City FL 34990-5025
Store & Restaurant	1721 Avenue D,	34950		Alia Qasem	Alia Qasem	103 SW Essex Dr, Port St. Lucie, FL 34984-5013
CommercialStore	1801 Avenue D,	34950		Flora McKoy & Jerry McKoy	Flora McKoy & Jerry McKoy	430 Douglas CT, Fort Pierce, FL 34950-2929
Cynthia's Alterations and More	1802 Avenue D,	34950	772-302-5914	Cynthia Carthone Ashley	Grady & Roger Carthone	902 N. 19th Street, Fort Pierce, FL 34950-6068
Parking Lot	1803 Avenue D,	34950		Flora McKoy & Jerry McKoy	Flora McKoy & Jerry McKoy	430 Douglas CT, Fort Pierce, FL 34950-2929
Apostle Faith Church of Jesus Inc	1804 Avenue D,	34950				2660 NW 20th Str, Fort Lauderdale, FL 33311-3343
Bo's Crabs & Seafood Market	1807 Avenue D,	34950	772-81-5666	Sharon Robinson	Sharon & James Robinson	2413 N. 41st St, Fort Pierce, FL 34946-1506
Multi-Family Housing	1809 Avenue D,	34950		James Robinson	James Robinson, Feby Houston Maitland	2413 N. 41st St., Fort Pierce, FL 34946-1506
Vacant Building	1902 Avenue D,	34950		Francis Islande	Francis Islande	2404 San Marcos Avenue, Fort Pierce, FL
VACANT Building	1907 Avenue D,	34950		S. Geohagan Denton	S. Geohagan Denton & Candance Brown-Geohagan	8650 Shadylake Lane, Fort Pierce, FL 34947-1422
JV Tires	1910 Okeechobee Road,	34950	772-465-2879	Orrett	Orrett	1910 Okeechobee Road, Fort Pierce
Reno Motel	1921 Avenue D,	34950	561-301-0600	Estate of H. Alan Welles	Historic Reno Motel LLC	5659 Whirlaway Rd, Palm Beach Gardens, FL 33418-7736
Commercial Strip Mall	2001 Avenue D,	34950		Assemblee Evangelique Pour Christ	Assemblee Evangelique Pour Christ Inc	P.O. Box 51, Fort Pierce, FL 34954-0051
R&L Chicken, Ribs, & Seafood Restaurant	2011 Avenue D,	34950	772-626-6623	Renea Thomas	Renea D. Thomas & Stanley L. McKenzie	1209 Daynman Avenue, Fort Pierce, FL 34947
Flower Shop	2017 Avenue D,	34950			2017 Avenue D LLC	1751+61st St PL N, Loxahatchee, FL 33470-3210
Plant A Seed Ministries	2021 Avenue D,	34950			Plant A Seed Ministries Inc.	P.O. Box 7629, Port St. Lucie, FL 34985-7629
Store	N. 21st Street,	34950		Alia R. Shrateh	Alia R. Shraten	153 NW Dorchester St, Port St. Lucie, FL 34983-1632
Finally Beauty Salon	2104 Avenue D,	34950	772-429-1292		Orelus Marie	6459 NW Favian Ct., Port St. Lucie, FL 34986
Vacant Building	2205 Avenue D,	34950			R&D Management	10380 SW Village Center Dr, Unit 333, Port St. Lucie, FL 34987-1931
New Life Christian Fellowship Church	2308 Avenue D,	34950	772-216-1560	Pinkie Hendley	New Life Christian Fellowship Church Inc.	P.O. Box 2161, Fort Pierce, FL 34954-2161
Coe's Grocery & Bar-B-Que	2311 Avenue D,	34950		Jonell Coe	Johnell Coe	3703 Australian CT, West Palm Beach, FL 33407-3909
Dixon's Check Cashing	2410 Avenue D,	34950		Raja Abed	Raja Abed & Haifa Abed	4019 Welby Dr, Midlethian, VA 23113
All Purpose Store	2421 Avenue D,	34950			New Global Holdings Inc.	215 SW 125th Avenue, Plantation, FL 33325-2710
Wing Hut	431 N. 25th Street.	34950		Sombat Ratuppanant	Sombat Ratuppanant & Tassanaporn Ratuppanant	1056 SW Placetas Ave, Port St. Lucie, FL 34953-3478
Vacant Building	2502 Avenue D,	34950		Charles Bryant Jr	Charles Bryant Jr.	2300 Avenue P, Fort Pierce, FL 34950-2091
The Learning Tree Academy	2808 Avenue D,	34947	772-464-2988	Nicole McGee Louis	Learning Tree Academy Inc	2808 Avenue D, Fort Pierce, FL 34947-2637
Indian River State College North Campus	2902 Avenue D,	34947	772-979-1523	Adrian Jefferson Dover	Fort Pierce Redevelopment Agency	P.O. Box 1480, Fort Pierce, Florida 34954
Zora Neale Hurston Branch Library	3010 Avenue D,	34947			St. Lucie County	2300 Virgina Avenue, Fort Pierce, FL 34982-5632
The Love Center Regeneration	3111 Avenue D,	34947	772-361-5998	Jerome Rhyant	The Love Center Regeneration Ministries LLC	P.O. Box 2384, Fort Pierce, FL 34954-2384
We Brothers Enterprises	3207 Avenue D,	34947			We Brothers Enterprises Inc	8480 Man O War Rd, Palm Beach Gardens, FL 33418-7721
Atlantic Coast Recycling	3301 Avenue D,	34947	772-461-1831	Skip Horne	Skip Horne	3301 Avenue D, Fort Pierce, FL 34947-2536
Properties on Avenue D w/Different Addresses						
Building	437 N. 19th Street,	34950		Linda Braynen	Linda Braynen	1704 Avenue N, Fort Pierce, FL 34950-2078
Triumph Church and Kingdom of God	502 N. 19th Street,	34950			Triumph Church and Kingdom of God	P.O. Box 1311, Fort Pierce, FL 34954-1311
Auto Garage	502 N. 22nd Street,	34950		Marvin Dean Smith	Marvin Dean Smith	1928 Eucalyptus Avenue, Fort Pierce, FL 34949-3411
Liberty Truth & Deliverance Tabernacle	504 N. 24th Street,	34950	772-332-1783	Barbara Copeland	Liberty Truth & Deliverance Tabernacle of God	3404 Avenue S, Fort Pierce, FL 34947-5659
Warehouses	415 Angle Road,	34947			MRSP Properties LLC	2055 N. Tropical TRL, Merritt Island, FL 32953-4264
New Building Construction	416 Angle Road,	34947			Interstate Group LLC	3800 Airport Road, Nampa, ID 83687-8633

Avenue B

Auto Shop

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND LINCOLN PARK MAIN STREET, INC.

THIS AGREEMENT ("Agreement") is made and entered into on this 12th day of May, 2025, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City"), and LINCOLN PARK MAIN STREET, INC., a Florida not-for-profit corporation, with its principal office located at 532 N. 13th Street, Fort Pierce, FL 34950 ("LP Main Street") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate revitalization of communities within its jurisdiction to enhance the overall prosperity, preservation-based economic development, and quality of life for its residents; and

WHEREAS, LP Main Street has expertise, resources, and a mission aligned with boosting prosperity and improving the well-being and livability for community members; and

WHEREAS, since LP Main Street has assisted the City to achieve its revitalization and economic development goals pursuant to Federal Community Development Block Grant Agreements; and

WHEREAS, LP Main Street is willing to continue to assist the City to achieve its revitalization and economic development goals pursuant to this Agreement;

WHEREAS, the City Commission approved $50,000 in grants and aid to LP Main Street as part of its budget approval for Fiscal Year 2024-2025.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** LP Main Street's responsibility under this Agreement is to provide those Services and Deliverables supporting the City's revitalization and economic development goals set forth in Exhibit A ("Services").

2. **TERM.** The term of this Agreement shall be one (1) year beginning on October 1, 2024

3. **COMPENSATION.** The City agrees to compensate LP Main Street for services rendered pursuant to this Agreement in four installments as follows:

   October 1, 2024 Payment 1 $12,500
   (or within thirty (30) days of Agreement approval, whichever is later)

March 1, 2025 Payment 2 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
June 1, 2025 Payment 3 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)
September 1, 2025 Payment 4 $12,500
(or within thirty (30) days of City Commission approval, whichever is later)

The City's obligation to pay LP Main Street under this Agreement does not arise if LP Main Street fails to satisfactorily perform those Services delineated in Exhibit A, fails to meet its Reporting and Accountability obligations set forth in Paragraph 4, or violates any terms of this Agreement.

The City shall deduct from any amount owed to LP Main Street under this Agreement all monies owed to the City or its affiliates under any other agreement or understanding if the amount owed by LP Main Street to the City or its affiliate has been outstanding for more than 30 days.

4. **REPORTING AND ACCOUNTABILITY.**

a. Quarterly Written Reports: LP Main Street shall provide the City with quarterly reports on or before January 15, 2025; April 15, 2025; July 15, 2025; and September 15, 2025 according to the requirements of Exhibit A and on the forms provided in Exhibit B and Exhibit C. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

b. Quarterly Presentations: LP Main Street shall provide the City with quarterly presentations on or before February 28, 2025; May 31, 2025; and August 31, 2025; that shall include at least the information contained in Exhibit B and Exhibit C. It shall be LP Main Street's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

c. Financial Statements: LP Main Street shall submit financial statements quarterly with each quarterly report outlined in paragraph 4(a) above and within seven (7) days upon request of the City at any time, in the City's sole discretion, for any reason. LP Main Street shall submit the Main Street Quarterly Revenue and Expense Reporting Form in the form provided in Exhibit C each quarter, as outlined above and herein. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

d. Annual Reports: LP Main Street shall make an annual presentation to the City Commission on or before September 30, 2025, detailing its activities for the

preceding months, progress of the economic development activities, project updates, and any other relevant information. It shall be LP Main Street's responsibility to coordinate these City Commission meeting dates with staff. Time is of the essence, and the City's obligation to pay LP Main Street any installment does not arise if LP Main Street fails to meet this obligation.

5. **AUDIT.** LP Main Street agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of LP Main Street involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

6. **NON-DISCRIMINATION.** LP Main Street covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

7. **TERMINATION.** This Agreement may be terminated by either party with sixty (60) days written notice if either party believes that the other party has failed to meet its obligations. Upon termination, the City shall have no further obligation to pay LP Main Street any additional money as contemplated in Paragraph 3 above.

8. **INDEPENDENT CONTRACTOR.** LP Main Street is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contract between the City and LP Main Street, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

9. **INSURANCE REQUIREMENTS.** LP Main Street will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional liability insurance.

   Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit.

   Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability.

Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate.

If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, LP Main Street will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph.

LP Main Street is responsible for the payment of any deductibles or self-insured retentions.

City will be named as additional insured under LP Main Street's general liability insurance and automobile liability insurance policies.

10. **INDEMNIFICATION.** LP Main Street shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of LP Main Street and persons employed by or utilized by LP Main Street in its performance of this Agreement.

    LP Main Street's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon LP Main Street whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

    LP Main Street's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

11. **E-VERIFY SYSTEM.** All requirements of Section 448.095, Florida Statutes, shall be complied with by LP Main Street

    In accordance with, Section 448.095, Florida Statutes, LP Main Street shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If LP Main Street enters into a contract with a subcontractor performing work or providing services on its behalf, LP

Main Street shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

LP Main Street shall, upon request, provide evidence of compliance with this provision to the City.

A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. LP Main Street is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

12. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. **PUBLIC RECORDS.** LP Main Street shall abide by all public records laws, and specifically:

    a. Keep and maintain public records required by the public agency to perform the service.

    b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

    c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

    d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

14. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and LP Main Street each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

    Neither the City nor LP Main Street shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

    Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and LP Main Street.

15. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

16. **NOTIFICATION.** 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 certified mail (postage prepaid) return receipt requested, addressed to:

    CITY:
    City of Fort Pierce
    City Manager's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    WITH COPIES TO:
    City Attorney's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    LP Main Street:
    Lincoln Park Main Street, Inc.
    c/o Pamela Carithers
    P.O. Box 3224
    Fort Pierce, FL 34948

Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

17. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

18. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

19. **WAIVER.** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other, provision, or the enforcement thereof. City's consent to or approval of any act by LP Main Street requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by LP Main Street requiring consent or approval, whether or not similar to the act so consented or approved.

20. **COMPLIANCE WITH LAWS.** LP Main Street, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise LP Main Street, upon request, as to any such laws of which it has present knowledge.

    Before beginning services under this Agreement, LP Main Street shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit D) to the City. LPMS agrees to secure all permits required for all events, including Special Event permits, and agrees to comply with all permit conditions.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and LP Main Street and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

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

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

5/12/2025
Date:

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

WITNESSES:

By:
Name: Brittany Meredith
Address: 100 N US Hwy 1 Fort Pierce FL. 34950

By: Lisa Gittens
Name: LISA GITTENS
Address: 100 N US HWY 1 FORT PIERCE, FL 34950

LINCOLN PARK MAIN STREET, INC

Pamela Carithers, Executive Director

5/12/2025
Date:

EXHIBIT A

Lincoln Park Main Street, Inc. Program Scope of Services and Deliverables

During the Term of this Agreement, Lincoln Park Main Street, Inc. ("LPMS") agrees to provide the services set forth in the table below by the deadlines listed below in support of the City's revitalization and economic development goals for the Lincoln Park District. LPMS shall provide quarterly updates for all services and deliverables below on the forms provided in Exhibit B and Exhibit C.

Deliverables	
1. Economic Vitality Goals: • Strengthen the LPMS's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix; and • Achieve a 70% occupancy rate for commercial spaces	
A. Business Development	**Deadline to Complete**
Attract new businesses to the District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly.	September 30 of the current fiscal year.
LPMS will coordinate and host two Doing Business with the City Workshops.	• March 31 of the current fiscal year. • September of current fiscal year
LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District and include its efforts and progress in quarterly reports.	June 30 of the current fiscal year.
B. Property Development	**Deadline to Complete**
LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options and include its efforts and progress in quarterly reports.	June 30, 2025 (publish)
LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties	June 30, 2025

enabling efficient connections with available vacant properties as they arise and include its efforts and progress in quarterly reports.	

2. Design

Goals**:**

- Assist in improving the physical appearance of the Lincoln Park District by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment
- Develop a plan to effectively communicate and promote Fort Pierce Redevelopment Agency programs and initiatives, including grants, incentives (such as the impact fee moratorium), community meetings, surveys, technical assistance for grant applications, and participation in the Lincoln Park Master Plan and potential design standards
- Encourage compliance with historic preservation guidelines
- Encourage adherence to Architectural Design Standards

A. Physical Improvements	
LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. LPMS will include its efforts in quarterly reports.	September 30, of the current fiscal year.
B. Historic Preservation	**Deadline to Complete**
LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church in the Lincon Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
C. Architectural Standards	**Deadline to Complete**
Upon the City of Fort Pierce adoption of design standards, LPMS will maintain a copy on file to be shared with builders, developers, real estate investors, and the community. LPMS will interface with the City's standards beginning July 1, 2025 with the grant from the Department of State, Division of Historical Resources for work on design standards in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	Immediately

3. Promotion Goals**:** • Implement a marketing and community engagement plan that promotes the Lincoln Park District's unique characteristics and rich history to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract businesses. Implement ongoing creative programming that engages the Lincoln Park District businesses, residents, and visitors.	
A. Marketing and Events	**Deadline to Complete**
LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include: • Lincoln Park May Day Freedom Celebration, to include live music, vendors, and community-oriented activities, etc. (annual) • Flaming Knight Motorcycle Club Toy Drive (annual) • Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual) • Community Engagement event to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement) • Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly) • Offer business assistance/education workshops with SBDC and other community partners. • Doing Business with the City Workshops (2x/year). LPMS will include its efforts and progress in quarterly reports	September 30, of the current fiscal year.
LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS-powered website. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Branding	**Deadline to Complete**
LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
LPMS will publish the Lincoln Park Showcase Newsletter digitally. LPMS will include its efforts and progress in quarterly reports.	Monthly beginning October 1 of the current fiscal year.
LPMS will complete updates to LPMS website and publish online by March 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. LPMS will include	March 2025 (website updates); September 30 of the current fiscal year (increase traffic by 10%.

its efforts and progress in quarterly reports including metrics related to website visits and social media activity.	
C. Positive Image	**Deadline to Complete**
LPMS will collect testimonials from 12 or more visitors and 6 or more residents. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.

4. Organization Goals: • Develop a strong foundation for a sustainable revitalization effort that aligns with the City's goals, including engaging stakeholders, forming partnerships, and fostering a collaborative environment	
A. Partnerships	**Deadline to Complete**
Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. LPMS will include its efforts and progress in quarterly reports.	September 30, of the current fiscal year.
B. Volunteer Engagement	**Deadline to Complete**
LPMS will recruit and/or retain 25 volunteers annually. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
LPMS will attain 500 volunteer hours annually. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
The LPMS Executive Director will maintain active participation on two volunteer committees. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year.
C. Resource Management	**Deadline to Complete**
LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports.	For Each Quarterly Installment Payment. (see 5. Budget and Budget Report Form).
LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports.	September 30 of the current fiscal year (see 5. Budget and Budget Report Form).

5. Budget
LPMS will include the following information in its quarterly financial reports and its quarterly presentations to the City Commission: **(a)** *Budget Summary*: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).

(b) Income *Sources*: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.

(c) Detailed *Expenses*: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead).

(d) Budget *Justification*: LPMS will explain the rationale behind each expense.

(e) Conclusion: LPMS will summarize the financial performance. Mention any adjustments made during implementation

EXHIBIT B

Lincoln Park Main Street, Inc. Program Reporting Form

To be completed by LPMS for each Report Period: Fiscal Year Ending, September 30, _____		
Quarterly Reporting Period	**Quarterly Report Due**	**City Commission Presentations**
_____ Q1 – Reporting Period: Oct. 1-Dec. 31	_____ Q1 – Report due Jan. 15	_____ Q1 – Feb. 2025 Quarterly Report
_____ Q2 – Reporting Period: Jan. 1-Mar. 31	_____ Q2 – Report due April 15	_____ Q2 – May 2025 Quarterly Report
_____ Q3 – Reporting Period: April 1-June 30	_____ Q3 – Report due July 15	_____ Q3 – Aug. 2025 Quarterly Report
_____ Q4 – Reporting Period: July 31-Sept. 30	_____ Q4 – Report due Oct. 15	_____ Q4 – Oct. 2025 Quarterly Report

Deliverables

1. Economic Vitality: This point aims to strengthen the district's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix.

A. Business Development

1. Attract new businesses to the Lincoln Park District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports. **LPMS will include its efforts and progress in quarterly reports.**

Status:

2. Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly **LPMS will include its efforts and progress in quarterly reports.**

Status:

3. LPMS will coordinate and host two Doing Business with the City Workshops **LPMS will include its efforts and progress in quarterly reports.**

Status:
4. LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District. **LPMS will include its efforts and progress in quarterly reports.**
Status:

B. Property Development
1. LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options.**LPMS will publish listing by June 30, 2025. LPMS will include its efforts and progress in quarterly reports, thereafter.**
Status:
3. LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise.**LPMS will complete by June 30, 2025. LPMS will include its efforts and progress in quarterly reports.**
Status:

2. Design: This focuses on improving the physical appearance of the district by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment.
A. Physical Improvements
1. LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. **LPMS will include its efforts in quarterly reports.**
Status:
B. Historic Preservation
3. LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church in the Lincon Park District. **LPMS will include its efforts and progress in quarterly reports.**
Status:
4. LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. **LPMS will include its efforts and progress in quarterly reports.**
Status:
C. Architectural Standards
1. LPMS will maintain a copy of the adopted City of Fort Pierce design standards on file to be shared with builders, developers, real estate investors, and the community. LPMS will interface with the City's standards beginning July 1, 2025, with a grant from the Department of

State, Division of Historical Resources for work on design standards in the Lincoln Park District **LPMS will include its efforts and progress in quarterly reports. Note: Design Standards have been adopted.**

Status:

3. Promotion: This involves marketing the district's unique characteristics to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract business.

A. Marketing and Events

1. LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include:

- Lincoln Park May Day Freedom Celebration, to include live music, vendors, and community-oriented activities, etc. (annual)
- Flaming Knight Motorcycle Club Toy Drive (annual)
- Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual)
- Community Engagement events to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement).
- Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly)
- Offer business assistance/education workshops with SBDC and other community partners.
- Doing Business with the City Workshops (2x/year).

LPMS will include its efforts and progress in quarterly reports

Status:

2. LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS -powered website.**LPMS will include its efforts and progress in quarterly reports.**

Status:

B. Branding
1. LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys.**LPMS will include its efforts and progress in quarterly reports.**
Status:
2. will publish the Lincoln Park Showcase Newsletter digitally on a monthly basis beginning October 1 of the current fiscal year**LPMS will include its efforts and progress in quarterly reports.**
Status:
3. LPMS will complete updates to LPMS website and publish online by March 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. LPMS will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity.**LPMS will include its efforts and progress in quarterly reports.**
Status:
C. Positive Image
1. LPMS will collect testimonials from 12 or more visitors and 6 or more residents.**LPMS will include its efforts and progress in quarterly reports.**
Status:

4. Organization: This point emphasizes building a strong foundation for a sustainable revitalization effort, including engaging stakeholders, forming partnerships, and fostering a collaborative environment.
A. Partnerships
1. Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations.**LPMS will include its efforts and progress in quarterly reports.**
Status:
B. Volunteer Engagement
1. LPMS will recruit and/or retain 25 volunteers annually. **LPMS will include its efforts and progress in quarterly reports.**
Status:
2. LPMS will attain 500 volunteer hours annually. **LPMS will include its efforts and progress in quarterly reports.**
Status:
3. The LPMS Executive Director will maintain active participation on two volunteer committees.**LPMS will include its efforts and progress in quarterly reports.**
Status:
C. Resource Management
1. LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports. (see 5. Budget and Budget Report Form)**LPMS will include its efforts and progress in quarterly reports.**
Status:

2. LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports. (see 5. Budget and Budget Report Form).**LPMS will include its efforts and progress in quarterly reports.**
Status:

5. Budget: LPMS will include the following information in its quarterly financial reports and quarterly presentations to the City Commission**Also complete attached Exhibit C Revenue and Expense Reporting Form and submit.**
1. Budget Summary: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).
2. Income Sources: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.
3. Detailed Expenses with Budget Justification: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). LPMS will explain the rationale behind each expense.
4. Conclusion: LPMS will summarize the financial performance. Mention any adjustments made during implementation.

EXHIBIT C

Main Street Quarterly Revenue and Expense Reporting Form

Fiscal Year ending September 30, _____

Organization Name:

Quarter ended: _____

Revenue Section

Revenue Source	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Grants					
Donations					
Fundraising Events					
Membership Fees					
Program Service Revenue					
Other Income (specify)					
Total Revenue					

Expense Section

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Salaries and Wages					

Rent/Utilities					
Office Supplies					
Program Expenses					
Marketing/Outreach					
Training					
Travel					
Professional Services					
Other Expenses (specify)					
Total Expenses					

Summary

Expense Category	Q1 Amount	Q2 Amount	Q3 Amount	Q4 Amount	Year-to-Date Total
Total Revenue					
Total Expenses					
Net Surplus/Deficit					

Exhibit D

CITY OF FORT PIERCE
Affidavit Regarding the Use of Coercion for Labor or Services

Vendor Name: **Lincoln Park Main Street, INC.**
Authorized Representative's Name and Title: Pamela E. Carithers, Executive Director
Address: P.O. Box 3
City: Fort Pierce State: FL Zip Code: 34948
Phone Number: 407-257-1678 Email Address: lincolnparkmainstreet@live.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

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

By: _____ Pamela E. Carithers 5/9/2025
Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 9th day of May, 2025 by Pamela E. Carithers, who is ☒ personally known or ☐ produced identification (ID produced: N/A).

Notary Public Signature: _____ (Seal)

Print Name: Solomon Lee My Commission Expires:

SOLOMON LEE
MY COMMISSION # HH 422601
EXPIRES: November 15, 2027

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 08/04/2025

Re: PZCON2025-00006 - Conditional Use - House of Peace Group Living

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and Approval of an application for a Conditional Use (No New Construction), submitted by property owner and applicant, LaShanna Roberts, to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents at 2021 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Office Commercial (C-1). Parcel ID: 2415-703-0220-000-6.

SUMMARY:

Parcel ID: 2415-703-0187-000-2
Request for review of an application for a Conditional Use (No New Construction) to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents.

House of Peace is a licensed APD (Agency for Persons with Disabilities) provider group home. This facility is intended to serve adults with developmental disabilities who require supportive residential services in a home-like setting. The group home will accommodate a maximum of five (5) residents, ranging from 21 to 65 years old. The home is co-ed, housing both male and female residents who are eligible for services through the Agency for Persons with Disabilities. House of Peace will employ four (4) full-time rotating staff members, including direct care staff, and a house manager. Staff will work in rotating shifts to ensure 24/7 supervision and support. All staff will be properly trained and meet the Agency for Persons with Disabilities requirements for caregiving. The residents will not have their own transportation. Transportation will be provided by the facility, including a dedicated transport van used to take residents to and from medical appointments, community activities, and other services. One additional vehicle may be used by staff or administrative personnel. Programs and services shall include life-skills training, support with personal hygiene and daily activities, medication assistance (non-medical), community integration and social skills development, and structured daily routines. There will be no medical services or nursing staff on site. All medical needs will be addressed through off-site healthcare providers. The staff will only provide basic medication administration and assistance per the Agency for Persons with Disabilities guidelines.

Staff has taken into consideration the concerns of the abutting residential neighbors to the north and west. Both neighboring residents have a six (6) foot tall opaque wooden fence, and the applicant has currently has a rear-surrounding four (4) foot chain-link fence for security.

RECOMMENDATION:

The proposed Conditional Use (No New Construction) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.

2. Limit the number of vehicles parked to no more than two (2) vehicles at a time.

ALTERNATIVES:

- Approval with alternate recommendations
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Staff Presentation
Staff Report Supporting Documents
Application Supporting Documents
Public Notice Certification
Applicant Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/22/2025 03:23 PM

Form Started By: Alicia Rosenthal
Started On: 07/15/2025 02:09 PM
Final Approval Date: 07/22/2025

CITY OF FORT PIERCE

PLANNING DEPARTMENT

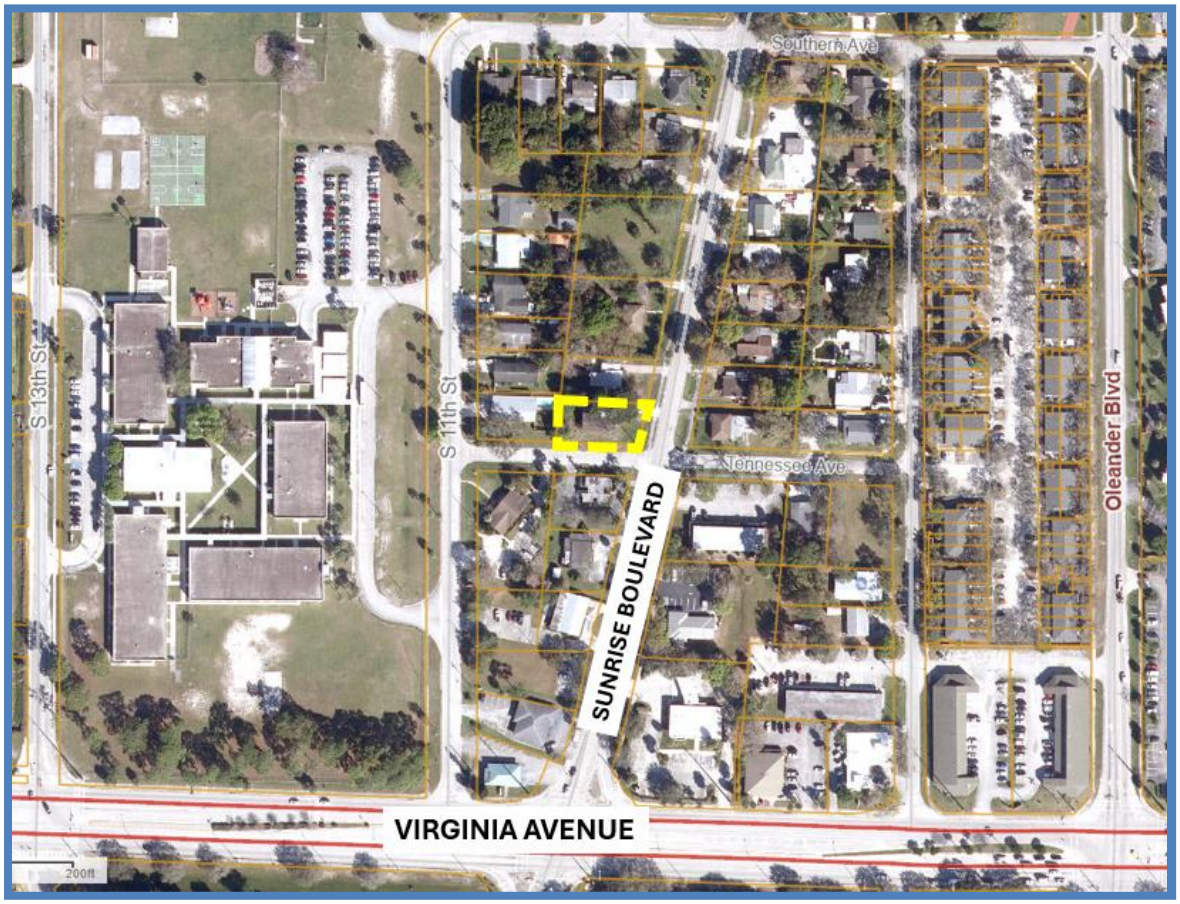
PROJECT: HOUSE OF PEACE GROUP LIVING – CONDITIONAL USE (NO NEW CONSTRUCTION)
Project #: PZCON2025-00006

REVIEWER: VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER

DATE: JULY 18, 2025

STAFF REPORT

Applicant/Owner:	LaShanna Roberts
Requested Action:	Conditional Use (No New Construction)
Location:	Generally located at 2021 Sunrise Boulevard in Fort Pierce, FL.
Parcel ID(s):	2415-703-0187-000-2
Current Zoning:	C-1, Office Commercial Zone
Future Land Use:	OP, Offices-Professional and Business Services



Surrounding Zoning:

North	East	South	West
OP/C-1	RL/R-2	OP/C-1	RL/R-1

Site Area: **+/-** 0.19 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis:

Request
Request for review of an application for a Conditional Use (No New Construction) to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents.

Project Summary
The subject site is located at 2021 Sunrise Boulevard in Fort Pierce, FL. It is comprised of approximately 0.19 acres of land and identified by the parcel number 2415-703-0187-000-2. The existing future land use (FLU) designation is Offices-Professional and Business Services (OP), and the zoning classification is Office Commercial Zone (C-1). The property currently consists of a one-story, 4-bedroom, 2-bathroom, single-family home built in 1954. The home is primarily surrounded by residential uses; all single-family homes and three (3) commercial parcels. Immediately to the north, east, and west are single-family residences. To the south of Tennessee Avenue consists of office and commercial uses.

The site plan consists of the existing one-story Single-Family Residence with 4 bedrooms and 2 bathrooms, with approximately 1,650 gross square feet. Per City of Fort Pierce Code Section 125-315. – Off-street parking and loading., single-family dwellings require two (2) parking spaces. The site currently has a driveway that does not have the minimum required driveway width.

House of Peace is a licensed APD (Agency for Persons with Disabilities) provider group home. This facility is intended to serve adults with developmental disabilities who require supportive residential services in a home-like setting. The group home will accommodate a maximum of five (5) residents, ranging from 21 to 65 years old. The home is co-ed, housing both male and female residents who are eligible for services through the Agency for Persons with Disabilities. House of Peace will employ four (4) full-time rotating staff members, including direct care staff, and a house manager. Staff will work in rotating shifts to ensure 24/7 supervision and support. All staff will be properly trained and meet the Agency for Persons with Disabilities requirements for caregiving. The residents will not have their own transportation. Transportation will be provided by the facility, including a dedicated transport van used to take residents to and from medical appointments, community activities, and other services. One additional vehicle may be used by staff or administrative personnel. Programs and services shall include life-skills training, support with personal hygiene and daily activities, medication assistance (non-medical), community integration and social skills development, and structured daily routines. There will be no medical services or nursing staff on site. All medical needs will be addressed through off-site healthcare providers. The staff will only provide basic medication administration and assistance per the Agency for Persons with Disabilities guidelines.

Site Plan

Elevations

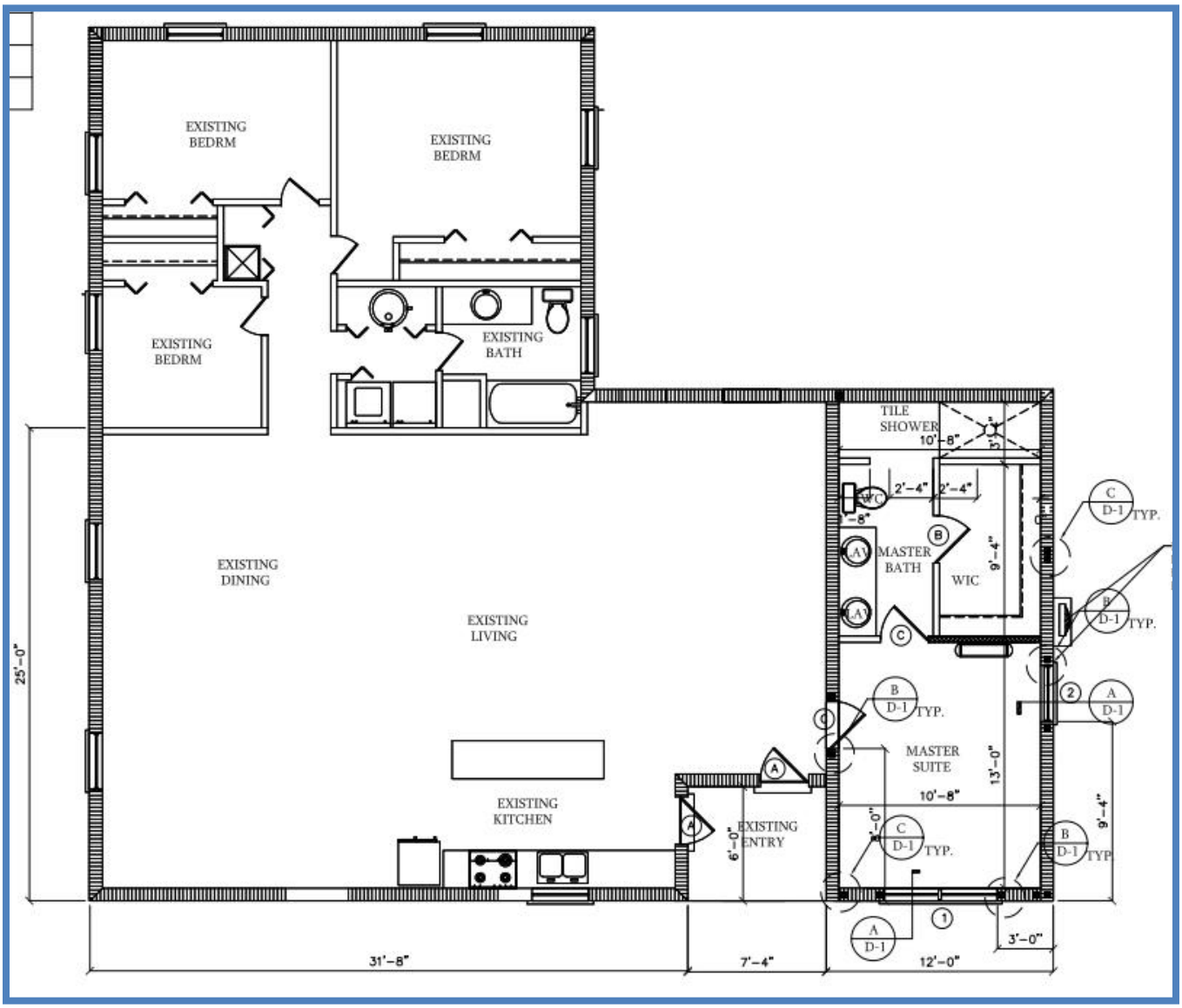
Outside walls were upgraded to stucco and painted. A new roof was installed.

All windows were upgraded to hurricane impact windows.

Rear

All exterior vents were replaced with new vents.

Floor Plan



Comprehensive Plan

The subject property is designated with an OP, Offices-Professional and Business Services future land use. The designation is intended for office and limited commercial developments or horizontal and vertical mixed-use developments. Commercial uses that do not directly sell, store, or display goods, and generate limited auto trips are allowed within this district. Permitted uses allowed within this designation include limited convenience commercial uses, restaurants, and hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. Multifamily residences are also allowed. This land use designation allows a maximum density of 18 dwelling units per acre and a maximum FAR of 1.0. Residential uses shall comprise up to 20 percent of the total floor area of the OP future land use designation.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Development Plan with regard to consistency with established ordinances and requirements of the City Code.

Fort Pierce Engineering Department
See Supporting Documents.
Fort Pierce Building Department
See Supporting Documents.
Fort Pierce Public Works Department
Not Required.
St. Lucie County Planning Department
Not Required.
St. Lucie County PW/Engineering
Not Required.
Fort Pierce Police Department
No Response Provided.
City Clerk Office
No Response Provided.
Code Enforcement
No Response Provided.
Fort Pierce Utilities Authority
See Supporting Documents.
St. Lucie County Fire District
No Response Provided.
St. Lucie County School Board
No Response Provided.
St. Lucie Transportation Planning Organization
Not Required.
St. Lucie County Transit – Area Regional Transit
No Response Provided.

Full findings and comments from review by the corresponding departments, and the responses and plan amendments by the applicant are provided for consideration by the City Commission.

Planning Board Recommendation:
The Planning Board, at their July 14th, 2025, meeting, voted 4 to 1 to recommend approval of the proposed Major Conditional Use (No New Construction) application with staff's two (2) conditions.

Concerns and Observations:

Staff has taken into consideration the concerns of the abutting residential neighbors to the north and west. Both neighboring residents have a six (6) foot tall opaque wooden fence, and the applicant has currently has a rear-surrounding four (4) foot chain-link fence for security. See street-view photo below:

Staff Recommendation:
The proposed Conditional Use (No New Construction) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends **APPROVAL** of the requested application with the following conditions:

1. Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.

2. Limit the number of vehicles parked to no more than two (2) vehicles at a time.

CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 4th, 2025

House of Peace Group Living – Conditional Use (No New Construction)
(2415-703-0187-000-2)
2021 Sunrise Boulevard

APPLICANT/OWNER

LaShanna Roberts

PARCEL ID #(S):

2415-703-0220-000-6

SITE AREA:

+/- 0.19 acres

SUMMARY

Request for review of an application for a Conditional Use (No New Construction) to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents located in the C-1, Office Commercial Zone, and located at 2021 Sunrise Boulevard.

BACKGROUND

The existing future land use (FLU) designation is Offices-Professional and Business Services (OP), and the zoning classification is Office Commercial Zone (C-1). The property currently consists of a one-story, 4-bedroom, 2-bathroom, single-family home built in 1954. Residential uses primarily surround the home; all single-family homes and three (3) commercial parcels. Immediately to the north, east, and west are single-family residences. South of Tennessee Avenue consists of office and commercial uses.

The site plan consists of the existing one-story Single-Family Residence with 4 bedrooms and 2 bathrooms, with approximately 1,650 gross square feet. Per City of Fort Pierce Code Section 125-315. – Off-street parking and loading., Single-family dwellings require two (2) parking spaces. The site currently has a driveway that does not have the minimum required driveway width.

CONDITIONAL USE

Sec. 125-237. - Procedure for the review and approval of conditional uses.

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

(1)The city commission shall hold a public hearing in accordance with the provisions of section 125-37 prior to acting on the application for conditional use.

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

SITE LOCATION

SITE AREA= 0.19 +/- Acres

House of Peace – Conditional Use (No New Construction)

FLU-ZONING MAP

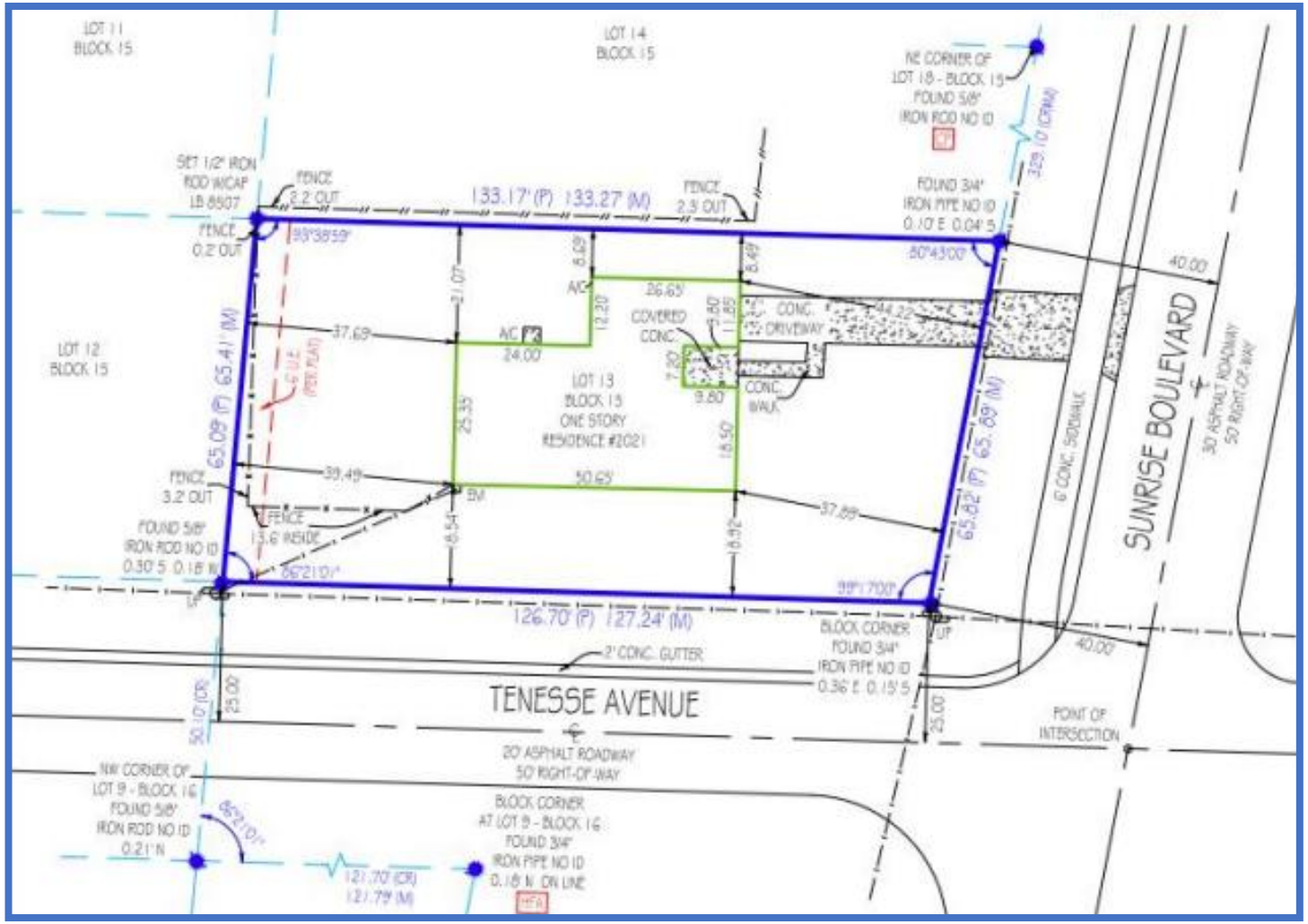
House of Peace – Conditional Use (No New Construction)

SITE PLAN

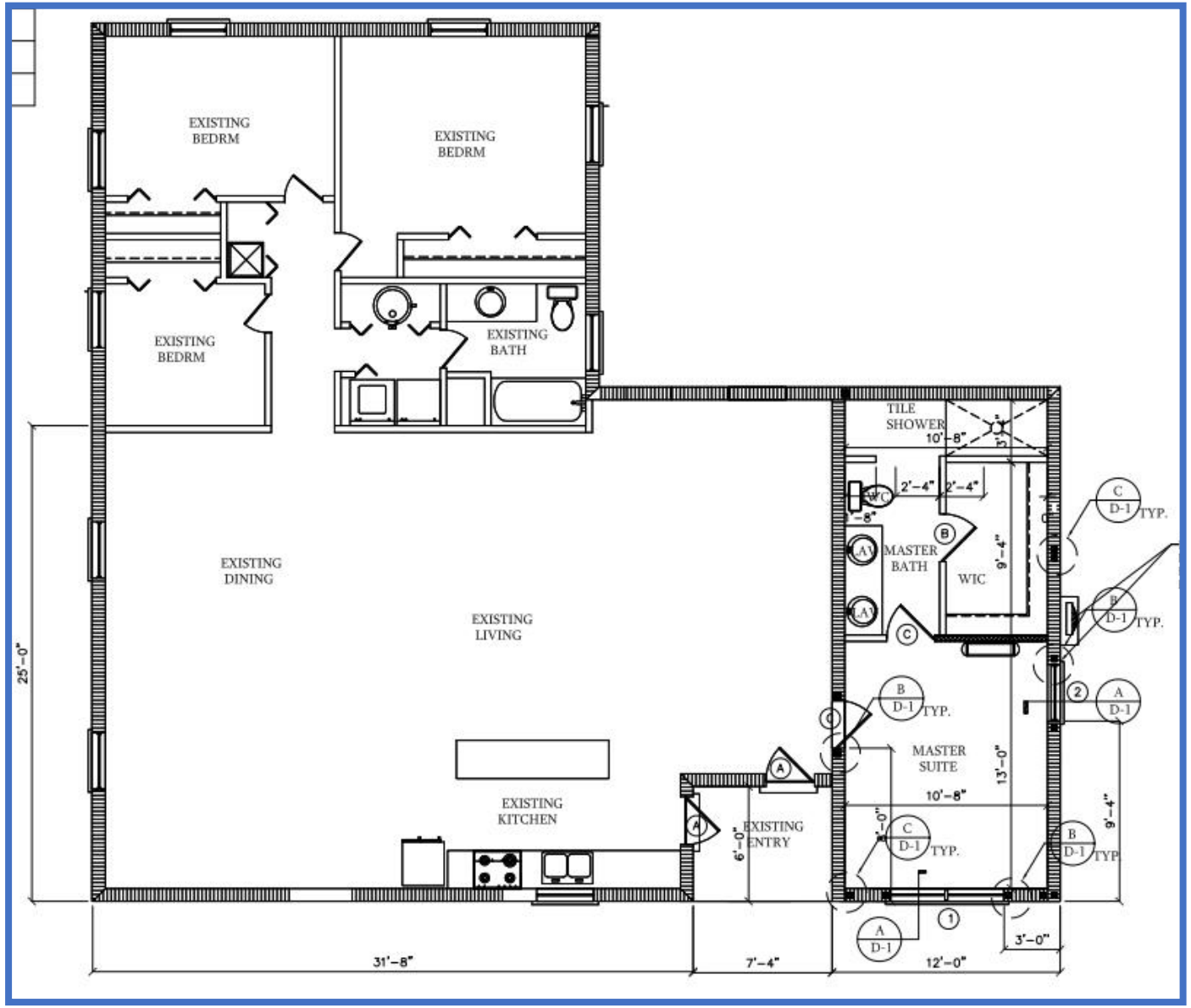
One (1) Single-Family Home:

Building Area – 1,650 sf total

- Residential Driveway Parking
- Max of 5 residents
- Ages 21 to 65 years
- Male & Female
- 4 Full-Time Employees
- 24/7 Rotating Shifts
- Transit Van for medical appointments, community events, etc.
- Life-skills training; provides medications, community integration, social skills



FLOOR PLAN



House of Peace Group Living – Conditional Use (No New Construction)

ELEVATIONS

Outside walls were upgraded to stucco and painted. A new roof was installed.

All windows were upgraded to hurricane impact windows.

Rear

All exterior vents were replaced with new vents.

House of Peace Group Living – Conditional Use (No New Construction)

CONDITIONS OF APPROVAL

Conditions of Development (Conditional Use)

1. Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.

2. Limit the number of vehicles parked to no more than two (2) vehicles at a time.

PB RECOMMENDATION

The Planning Board, at their July 14th, 2025, meeting, voted 4 to 1 to recommend approval of the proposed Major Conditional Use (No New Construction) application with staff's two (2) conditions.

RECOMMENDATION

Staff recommendation is for the City Commission to **APPROVE** the proposed Conditional Use (No New Construction), noting the 2 (two) recommended conditions.

ALTERNATIVE MOTION

1. Modified Approval.

or

2. Disapproval.

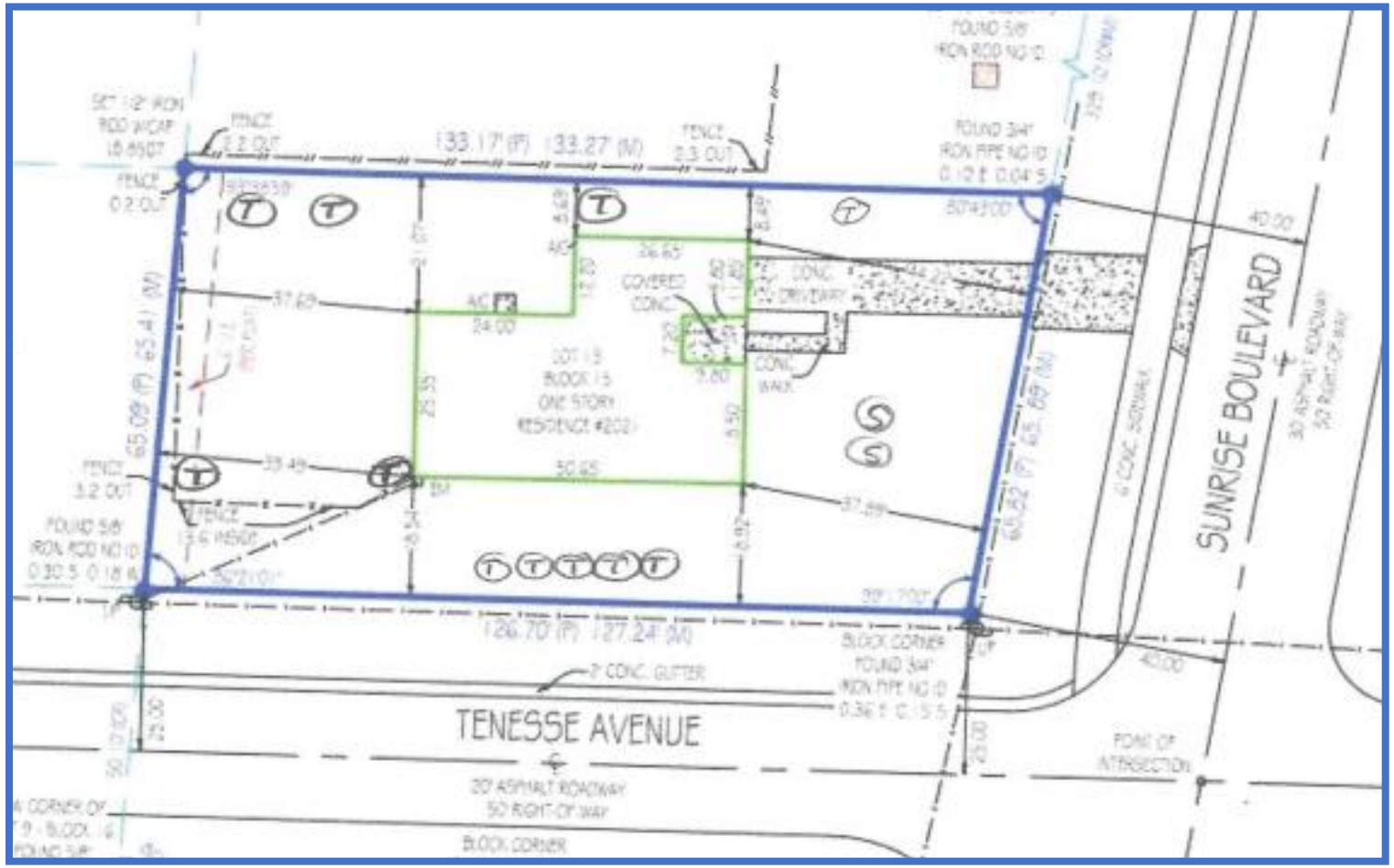
CITY OF FORT PIERCE

CITY COMMISSION

AUGUST 4th, 2025

House of Peace Group Living – Conditional Use (No New Construction)
(2415-703-0187-000-2)
2021 Sunrise Boulevard

EXISTING LANDSCAPING



T Tree

S Shrub

House of Peace Group Living – Conditional Use (No New Construction)

EXISTING FENCES

House of Peace Group Living – Conditional Use (No New Construction)

EXISTING FENCES

House of Peace Group Living – Conditional Use (No New Construction)

From:	Shaun Coss
To:	Vennis Gilmore
Subject:	PZCON2025-00006 - 2021 Sunrise Blvd.
Date:	Tuesday, July 1, 2025 9:32:10 AM
Attachments:	Outlook-50twfvu1.png

Good morning Vennis,

I'm in favor of approving the conditional use with the condition that additional signed and sealed plans are required to determine the Use and Occupancy pursuant to the Florida Building Code, which will also determine if and what fire sprinkler and fire alarm systems are required. Permits for Change of Use and Occupancy, Fire Alarm and Fire Sprinkler will be required, and a Certificate of Occupancy will be issued prior to the structure being utilized for the proposed use.

Best regards,

Shaun Coss | Assistant Building Director | Building Department
Mailing Address: 100 N US Hwy. 1 Physical Address: 300 Orange Ave., Sunrise Ctr. 3rd Floor
Ft. Pierce FL 34950 Phone: 772.467.3187 scoss@cityoffortpierce.com

Website | Facebook | Survey

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

Tell us how we are doing! Customer Service is a Priority for the City of Fort Pierce. Please take a moment to complete our customer service survey by following this link: http://www.cityoffortpierce.com/FormCenter/Building-6/Building-Department-Customer-Service-Fee-73

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZCON2025-00006
House of Peace - 2021 Sunrise Blvd

W/WW Engineering: This location is currently connected to FPUA water and sewer.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**

Please provide an eclectic riser diagram and panel schedule.

Please contact Sal Scimeca for electric customer requirements and project coordination.
Before work begins.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Gas: Approved.

FPUAnet Fiber: Approved.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
House of Peace Group Home – 2021 Sunrise Blvd
PZCON2025-00006

Date : June 16, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 9, 2025:

- ☐ Development Permit Compliance Review
- ☐ Construction Drawings
- ☐ Site Plan
- ☐ Test Reports & Related Documents
- ☒ Conditional Use
- ☐ Record Drawings
- ☐ Permits
- ☐ Other MASTER PD

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Conditional Use

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

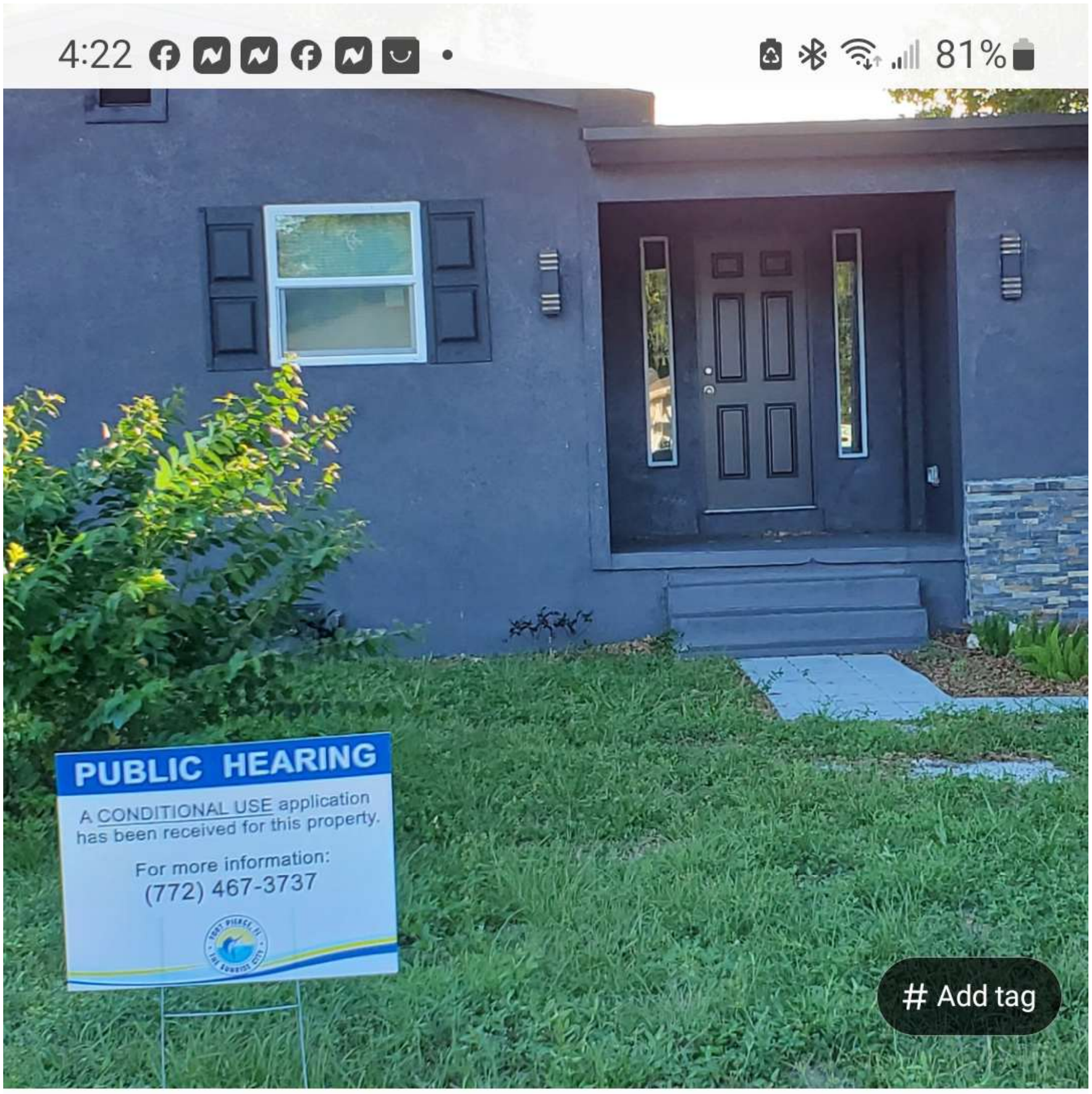
☒ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\H\House of Peace Group Home 06092025\CU PZCON2025-00006\CU Comments 06162025.docx

ADVISORY COMMENT:

1. Additional parking should be considered to accommodate guest vehicles and staffing shift changes.

No.	Owner	Mailing Address 1	Mailing City State Zip
1	Patrick Andrew Hilburn	1107 Southern AVE	Fort Pierce; FL 34950-5358
2	Sylvanie Y Germain	1105 Southern Ave	Fort Pierce; FL 34950-5358
3	Luis A Gutierrez and Francisca V Zarate	1103 Southern AVE	Fort Pierce; FL 34950-5358
4	Pierre Joel Revolu and Marie A Revolu and Johane Revolu	1101 Southern AVE	Fort Pierce; FL 34950-5358
5	Sergio Silva	2003 Sunrise BLVD	Fort Pierce; FL 34950-5364
6	Jacqueline P Hannah	2008 S 11th St	Fort Pierce; FL 34950-5319
7	Jaime Ronquillo and Ofelia Ronquillo	2010 S 11th St	Fort Pierce; FL 34950-5319
8	Noe Fernandez	2012 S 11th St	Fort Pierce; FL 34950-5319
9	Arturo Aguilar and Ana B Aguilar	2712 S 10th St	Fort Pierce; FL 34982-5809
10	Ramon R Gamez and Margarita M Gamez	2016 S 11th St	Fort Pierce; FL 34950-5319
11	Michael A Modica	3073 SE Darien RD	Port St Lucie; FL 34952-5813
12	L P Roberts Investment Group LLC	710 NW Bristol ST	Port St Lucie; FL 34983-8305
13	River Investments of Fort Pierce LLC	2915 S Indian River Dr	Fort Pierce; FL 34982
14	Patricia Burey-Walker	1803 Barnstable RD	Wellington; FL 33414-6146
15	Gilberto Hernandez and Adela Hernandez	1018 S 7th St	Fort Pierce; FL 34950-9317
16	AMINA REAL VENTURES LLC	8515 S US Highway 1	Port St Lucie; FL 34952-3346
17	Haka Realty LLC	139 SW Port St Lucie BLVD; Unit Ste A	Port St Lucie; FL 34984-5031
18	Mary Rainer	1903 Sunrise BLVD	Fort Pierce; FL 34950-8101
19	Perry R Lloyd	2207 Sunrise Blvd	Fort Pierce; FL 34981-4503
20	Jules-Toussaint LLC	5675 Sunberry CIR	Fort Pierce; FL 34951-3119
21	Oeun Jacobson	2103 Sunrise BLVD	Fort Pierce; FL 34950-5333
22	Cheri G Surloff (TR)	6051 N Ocean DR; Unit Apt 1405	Hollywood; FL 33019-4624
23	Malinska Cargo Shipping LLC	116 Newton Rd	West Park; FL 33023
24	East Sunrise LLC	PO Box 14980	Fort Pierce; FL 34979-4980
25	ZP Holdings LLC	5 Harbour Isle Dr E; Unit Unit 304	Fort Pierce; FL 34949-2757
26	DTE Properties LLC	2201 S 10th St	Fort Pierce; FL 34950-5318
27	Michael C Riordan and Lucy D Riordan	213 Marina Dr	Fort Pierce; FL 34949-8816
28	Ethel A Rowe (LF EST)	2105 S 10th ST	Fort Pierce; FL 34950-5318
29	David Rowe	7203 Coquina AVE	Fort Pierce; FL 34951-5208
30	H M Rentals Inc	1003 Tennessee Ave	Fort Pierce; FL 34950-5368
31	Jose M Armendarez and Mirna Armendarez	2006 Sunrise BLVD	Fort Pierce; FL 34950-5365
32	Luis A Jimenez Class	101 E Vine ST	Kissimmee; FL 34744-4200
33	Lucner Alexandre and Marie E Alexandre	2014 Sunrise BLVD	Fort Pierce; FL 34950-5365
34	Ronald E Smith and Casandra Smith	2844 Blackwater Creek DR	Lakeland; FL 33810-2658
35	Olivia Law	2018 Sunrise Blvd	Fort Pierce; FL 34950
36	Carolyn J Taylor	2020 Sunrise BLVD	Fort Pierce; FL 34950-5365
37	2017 South Holdings LLC	6012 Santa Margarito DR	Fort Pierce; FL 34951-3126
38	Maria Lorena Arreola and Arturo Gonzalez	805 Grandview BLVD	Fort Pierce; FL 34982-6216
39	Jose C Gil and Gloria V De Gil	2013 S 10th ST	Fort Pierce; FL 34950-5316
40	Jan A Miller and Robert G Miller	2011 S 10th St	Fort Pierce; FL 34950
41	Lawrence M Ozdyck and Cynthia J Ozdyck	1315 Old Highway 66	Leslie; AR 72645-6979
42	Edis Naun Gutierrez Garcia and Isis H Hernandez Morales	2005 S 10th ST	Fort Pierce; FL 34950-5316
43	Southern Courtyard Town Homes Assoc Inc	2016 S 10th ST	Fort Pierce; FL 34950-5357
44	Joia Christen Gibble	2012 S 10th ST; Unit Apt A	Fort Pierce; FL 34950-5346
45	FLORDEMAMELI LLC	3401 SW 160th AVE; Unit Ste 300	Miramar; FL 33027-4696
46	Nemuel J Robinson	2012 S 10TH ST; Unit C	Fort Pierce; FL 34950
47	Byron Thomas	2012 S 10th ST; Unit Apt D	Fort Pierce; FL 34950-5346
48	Four Leaf Clover LLC	1010 S Ocean BLVD; Unit # 717	Pompano Beach; FL 33062-6666
49	Linda M Himmighoefer (LF EST)	2814 Stoneway LN; Unit Apt A	Fort Pierce; FL 34982-6183
50	School Board Of St Lucie Co Fl	9461 Brandywine LN	Port St Lucie; FL 34986-3307



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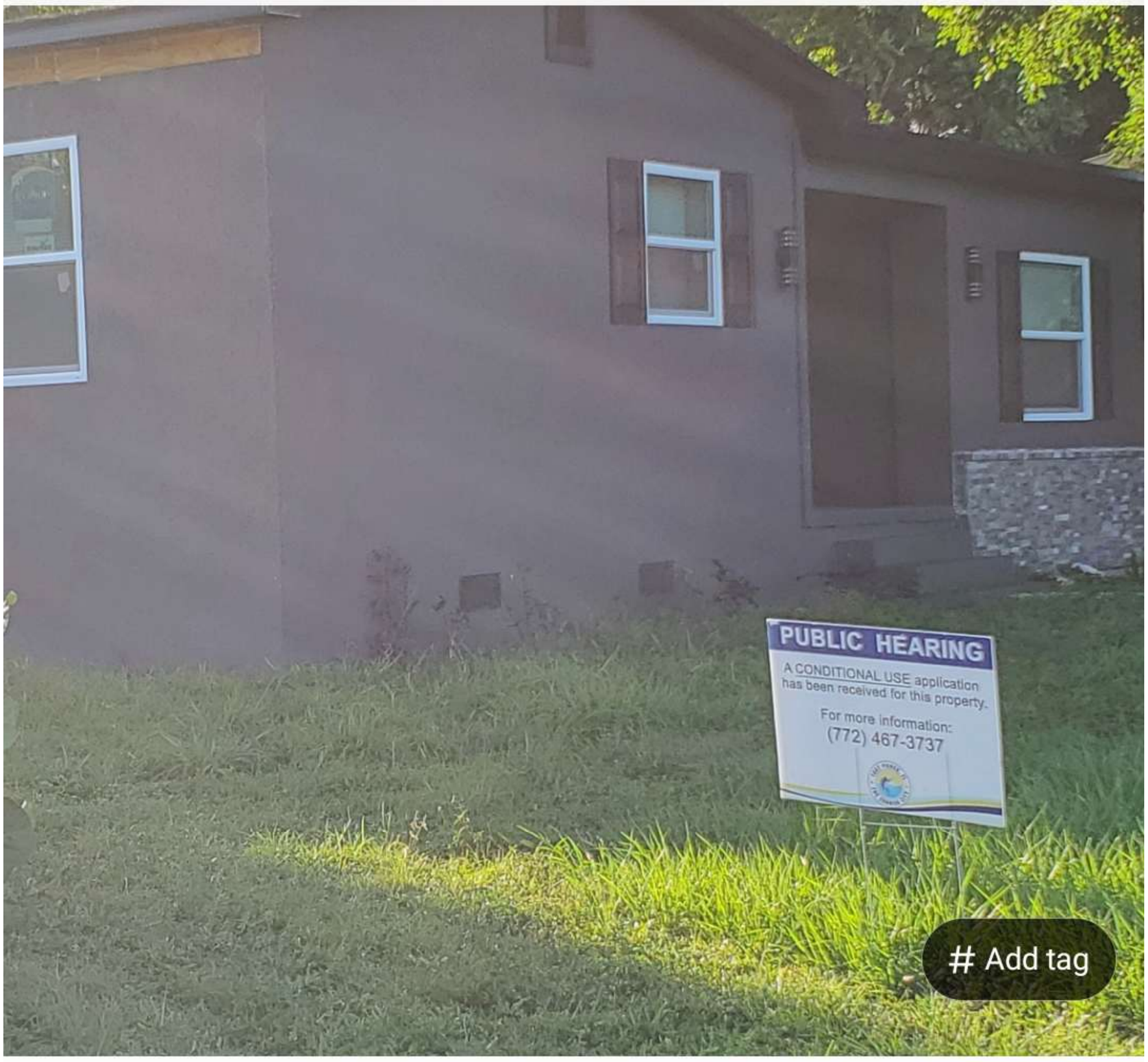

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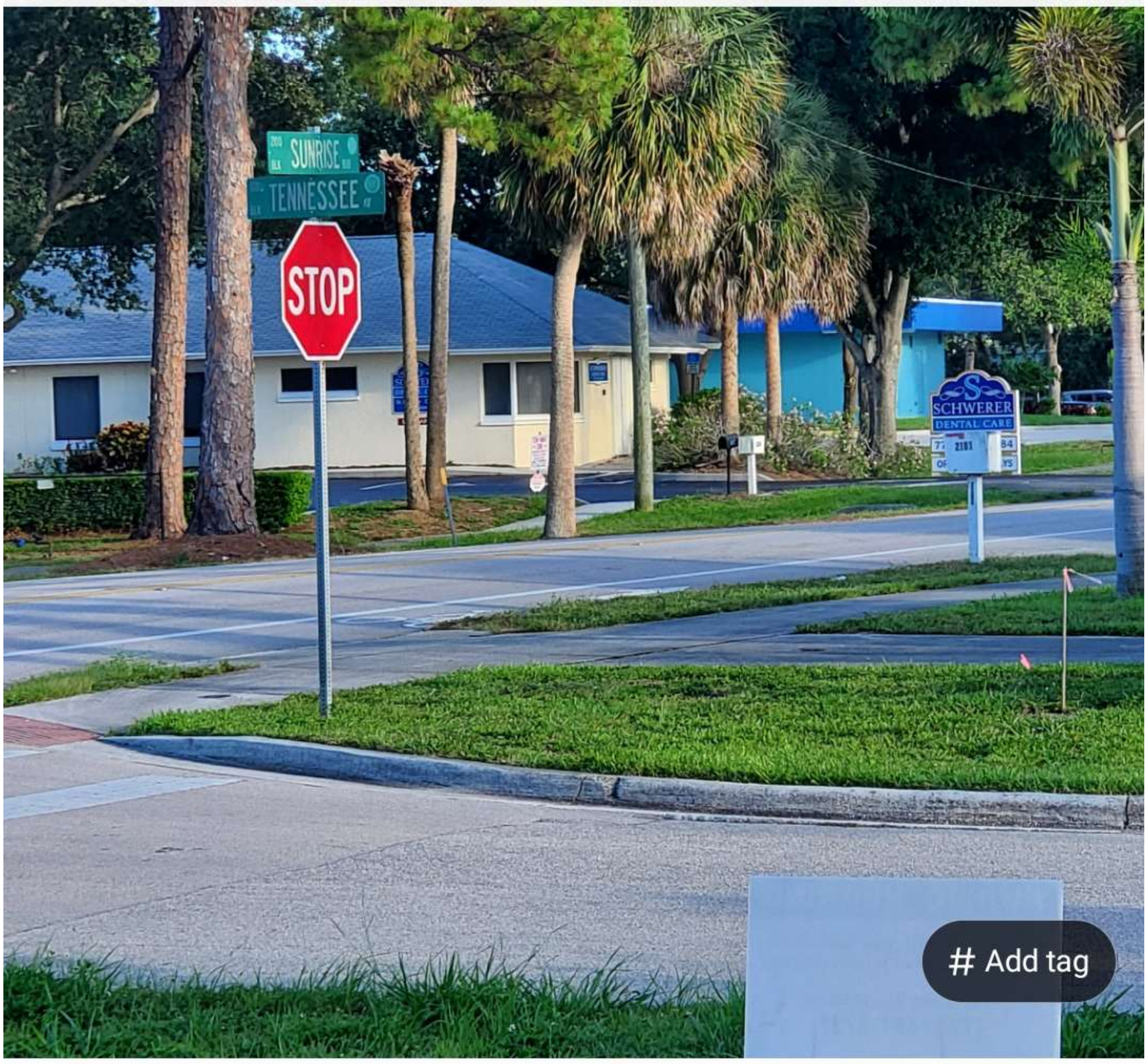

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Property Identification

Site Address: 2021 SUNRISE BLVD
Sec/Town/Range: 16/35S/40E
Parcel ID: 2415-703-0187-000-2
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 25079
Map ID: 24/16S
Zoning: Office Co

Ownership

L P Roberts Investment Group LLC
710 NW Bristol ST
Port St Lucie, FL 34983-8305

Legal Description

SUNRISE ESTATES BLK 15 LOT 13

Current Values

Just/Market Value:	$170,600
Assessed Value:	$170,600
Exemptions:	$0
Taxable Value:	$170,600

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	1,587
Gross Sketched Area (SF):	1,650
Land Size (acres):	0.19
Land Size (SF):	8,336

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2025 Saint Lucie County Property Appraiser. All rights reserved.

144.04
144.04
52.95
R-1
49.40
R-1
126.
140.61
65.65
R-2
138.49
138.49
143.63
67.26
R-1
58.94
C-1
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65.80
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C-1
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C-1
89.37
C-1
131.69
75.00

Meets all code requirements. No additional lighting is required.

House of Peace - Facility Application Packet

Address: 2021 Sunrise Blvd, Fort Pierce, FL 34950

Owner/Operator: LaShanna Pearson-Roberts

Date: May 19, 2025

CamScanner

Project Narrative - House of Peace

Facility Name: House of Peace

Address: 2021 Sunrise Blvd, Fort Pierce, FL

Facility Type: APD-licensed Provider Group Home

Overview:

House of Peace is a licensed APD (Agency for Persons with Disabilities) provider group home located at 2021 Sunrise Blvd in Fort Pierce, Florida. This facility is intended to serve adults with developmental disabilities who require supportive residential services in a home-like setting.

Occupants:

The group home will accommodate a maximum of five (5) residents, ranging in age from 21 to 65 years old. The home is co-ed, housing both male and female residents who are eligible for services through the Agency for Persons with Disabilities.

Employees/Caretakers:

House of Peace will employ four (4) full-time staff members, including direct care staff and a house manager. Staff will work in rotating shifts to ensure 24/7 supervision and support. All staff will be properly trained and meet APD's requirements for caregiving.

Transportation:

Residents will not be transportation-independent. Transportation will be provided by the facility, including a dedicated transport van used to take residents to and from medical appointments, community activities, and other services. One additional vehicle may be used by staff or administrative personnel.

CamScanner

Programs & Services:

House of Peace will offer the following services under the APD's Residential Habilitation Program:

- Life skills training
- Support with personal hygiene and daily living activities
- Medication assistance (non-medical)
- Community integration and social skills development
- Structured daily routines

There are no medical services or nursing staff on site. Medical needs will be addressed through off-site healthcare providers.

Medical Assistance/Nurses:

There will be no nurses employed at the facility, and no on-site medical care. Staff will provide basic medication administration and assistance per APD guidelines. All medical services will be provided externally.

Age Group and Sex of Occupants:

Residents will be adults aged 21-65, and the home will be co-ed, accepting both male and female residents.

Assisted Living Facility Classification:

This facility is not an assisted living facility (ALF). House of Peace is an APD-licensed group home serving individuals with developmental disabilities in a residential setting.

Parking and Vehicles:

The property provides two (2) designated parking spaces, which will accommodate:

- One staff/admin vehicle

CamScanner

- One transport van

These are sufficient for the number of staff on-site at any given time and the transportation needs of the residents.

CamScanner

LANDTEC SURVEYING and Lien

This Survey has been prepared for:

L.P. ROBERTS INVESTMENT GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY

PROPERTY ADDRESS:

2021 SUNRISE BOULEVARD
FORT PIERCE, FL 34950

On your behalf, and as a requirement for your transaction, this document has been coordinated with us by the firm shown below. Landtec Surveying, Inc. is a private firm and remains entirely responsible for this document's content.

FIRST INTERNATIONAL TITLE

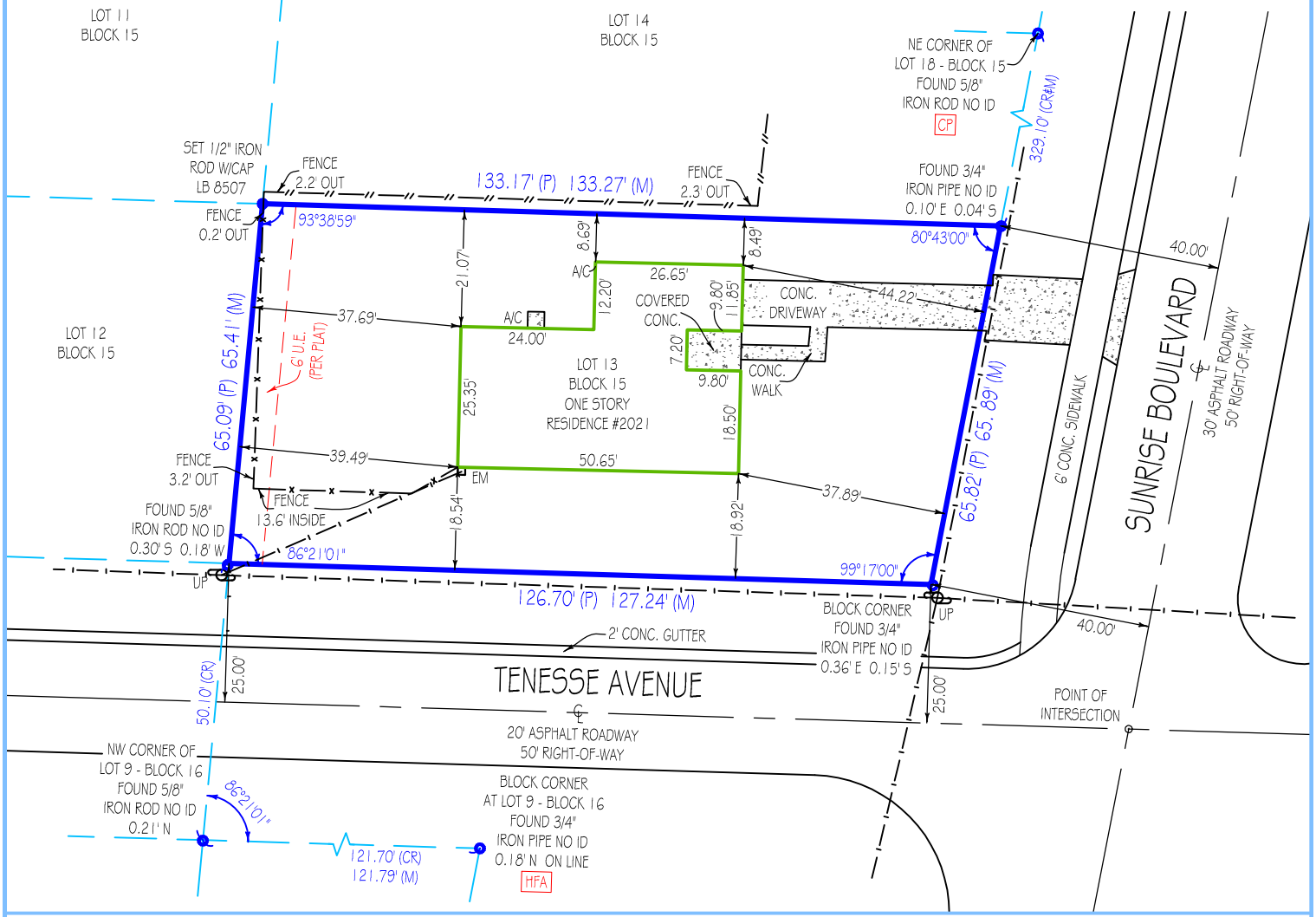
WHERE YOU ARE "FIRST IN TITLE"

Sheet 1 of 2 (Sketch of Survey) - See Sheet 2 of 2 for Legal Description, Certifications, Property and other Survey related data. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

SCALE:1"=30'

BEARING REFERENCE:
NONE. RECORD INFORMATION RELIANT UPON ANGULAR DATA ONLY.
ALL ANGULAR DATA SHOWN HEREON REFERENCED THERETO.

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



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

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

- 6' U.E. ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- FENCE EXTENDS THROUGH THE WESTERLY EASEMENT.

This survey has been issued by the following Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 2-102
Deerfield Beach, FL 33441
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurvey.com

Elevations, if shown:
Benchmark: _____
Benchmark Elev.: _____
Benchmark Datum: _____
Elevations on Drawing are in:
N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:	Job Nr: 241318-SE	Date of Field Work: 04/04/2025	Drawn by: P. S.

LANDTEC

LICENSED BUSINESS No. 8507

Sheet 2 of 2 (Survey Related Data) - See Sheet 1 of 2 for Sketch of Survey, SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

TYPE OF SURVEY:

☑ BOUNDARY ☐ CONSTRUCTION ☐ CONDOMINIUM
☐ ALTA/NSPS ☐ TOPOGRAPHIC ☐ SPECIAL PURPOSE

PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):

Purchase/Refinance

LEGAL DESCRIPTION:
LOT 13, BLOCK 15, SUNRISE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE(S) 75, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PROPERTY ADDRESS:
2021 SUNRISE BOULEVARD
FORT PIERCE, FL 34950

INVOICE NUMBER: 241318-SE
DATE OF FIELD WORK: 04/04/2025

CLIENT FILE: 254410-41

CERTIFIED TO
FIRST INTERNATIONAL TITLE INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
EASY STREET CAPITAL LLC, ISAOA ATIMA
L.P. ROBERTS INVESTMENT GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY

FLOOD ZONE: X
FLOOD MAP: 12111C
PANEL: 0187
SUFFIX: K
PANEL DATE: 02/19/2020

PLATTED EASEMENTS, NOTABLE OR ADVERSE CONDITIONS (UNPLATTED EASEMENTS ALSO LISTED IF PROVIDED BY CLIENT):
IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- 6' U.E. ALONG WESTERLY BOUNDARY LINE OF SUBJECT LOT.
- FENCE EXTENDS THROUGH THE WESTERLY EASEMENT.

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

A OR AL = ARC LENGTH
C/O = CLEANOUT
CA = CENTRAL ANGLE
CATV = CABLE TV RISER
CF = CALCULATED FROM FIELD
CH = CHORD DISTANCE
CONC. = CONCRETE
CR = CALCULATED FROM RECORD
DE = DRAINAGE EASEMENT
EL OR ELEV = ELEVATION
EM = ELECTRIC METER
F.F.E. = FINISHED FLOOR ELEV.
FIR = FOUND IRON ROD
FN = FOUND NAIL
FND = FOUND
G.F.F.E = GARAGE FINISHED FLOOR ELEV.
L= LEGAL DESCRIPTION
M = MEASURED
OHC = OVERHEAD CABLE
P = PLAT
PC = POINT OF CURVE
PCC = POINT OF COMPOUND CURVATURE
PH = POOL HEATER
PI = POINT OF INTERSECTION
PK = PARKER KAELON
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PP = POOL PUMP
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
QTR = QUARTER
R = RADIUS
RNG = RANGE
ROW = RIGHT OF WAY
SEC = SECTION
TR = TELEPHONE RISER
TWP = TOWNSHIP
UE = UTILITY EASEMENT
UP = UTILITY POLE
WM = WATER METER
WV = WATER VALVE

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

= UTILITY POLE
= LIGHT POLE
= CATCH BASIN
= FIRE HYDRANT
= MANHOLE
= WATER VALVE
WM = WATER METER
W = WELL
℄ = CENTER LINE
℄ = PARTY WALL
A/C = AIR CONDITIONER
SL = SEPTIC LID
X = ELEV. SHOT
= HANDICAP PARKING SPACE
= SEC. QTR. CORNER
= SECTION CORNER

LINETYPES:

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

GENERAL NOTES:

1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
3. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
4. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
5. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ON HEREON.
6. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
7. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB (LICENSED BUSINESS) #8507.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL (IF AFFIXED) HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062. PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNATURE _____ DATE: 04/09/2025

PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF AFFIXED) OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

PRINTING INSTRUCTIONS:

WHEN PRINTING THIS PDF IN ADOBE. SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. **DO NOT USE "FIT".**

LANDTEC SURVEYING and Lien

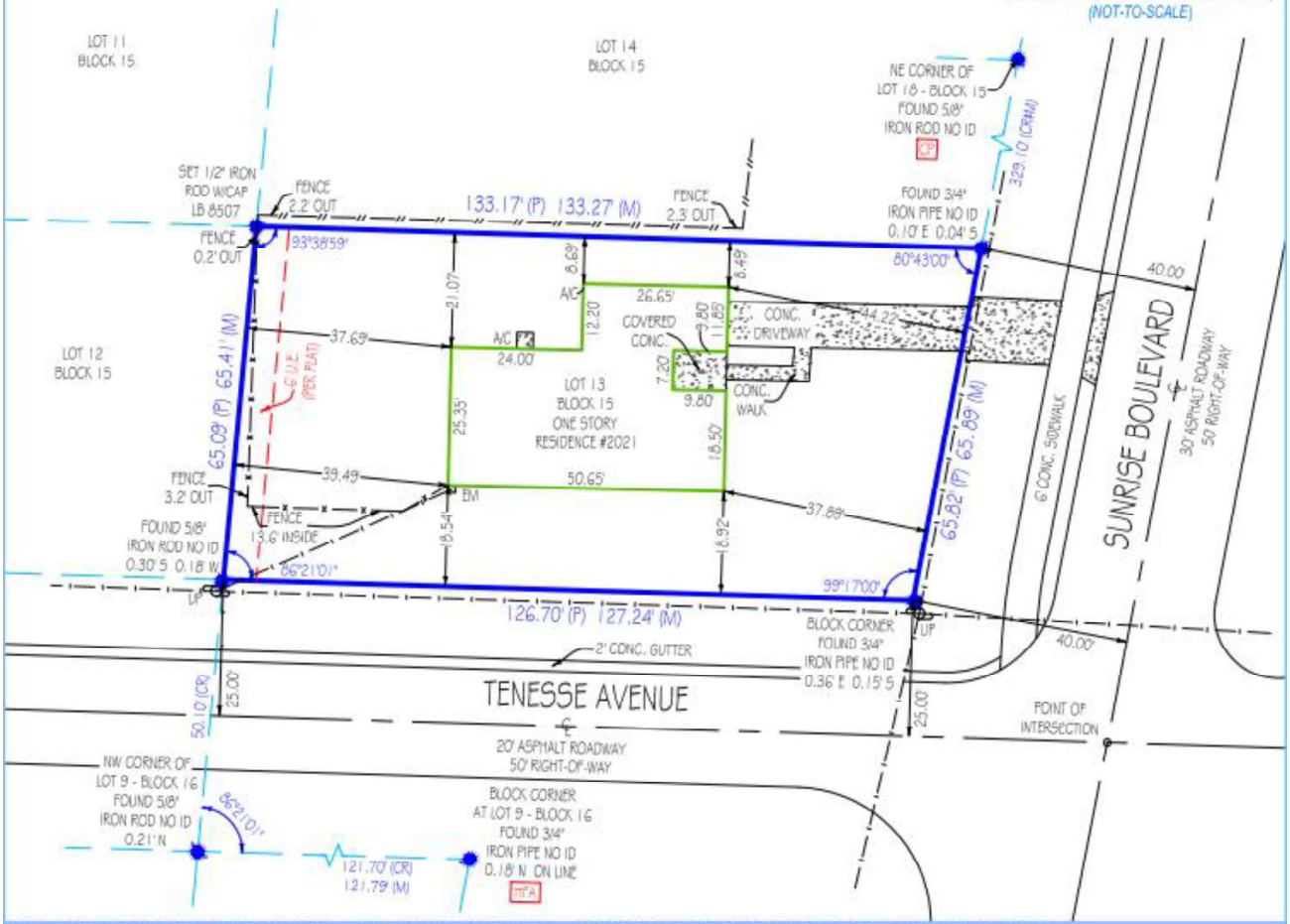
LICENSED BUSINESS No. 8507

Sheet 1 of 2 (Sketch of Survey) - See Sheet 2 of 2 for Legal Description, Certifications, Property and other Survey related data. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS

BEARING REFERENCE:
NONE. RECORD INFORMATION RELIANT UPON ANGULAR DATA ONLY.
ALL ANGULAR DATA SHOWN HEREON REFERENCED THERETO.

SCALE:1"=30'

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



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- FENCE EXTENDS THROUGH THE WESTERLY EASEMENT.

This survey has been issued by the following Landtec Surveying office:
700 West Hillsboro Boulevard, Suite 2-102
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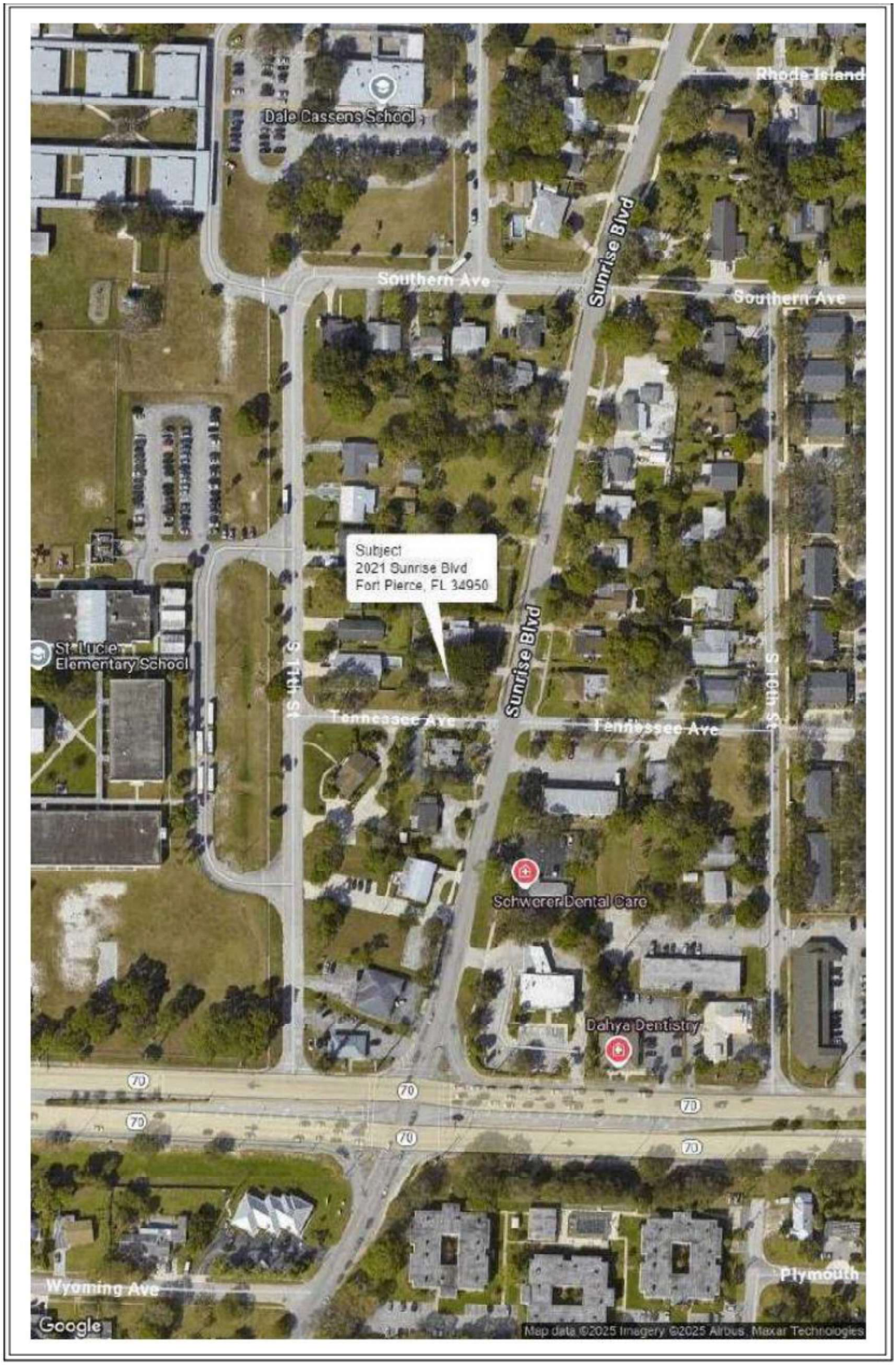
Office: (561) 367-3587
Fax: (561) 465-3145
www.Landtecsurvey.com

Elevations, if shown:
Benchmark: _____
Benchmark Elev.: _____
Benchmark Datum: _____
Elevations on Drawing are in:
N.G.V.D.29 ☐ N.A.V.D.88 ☐

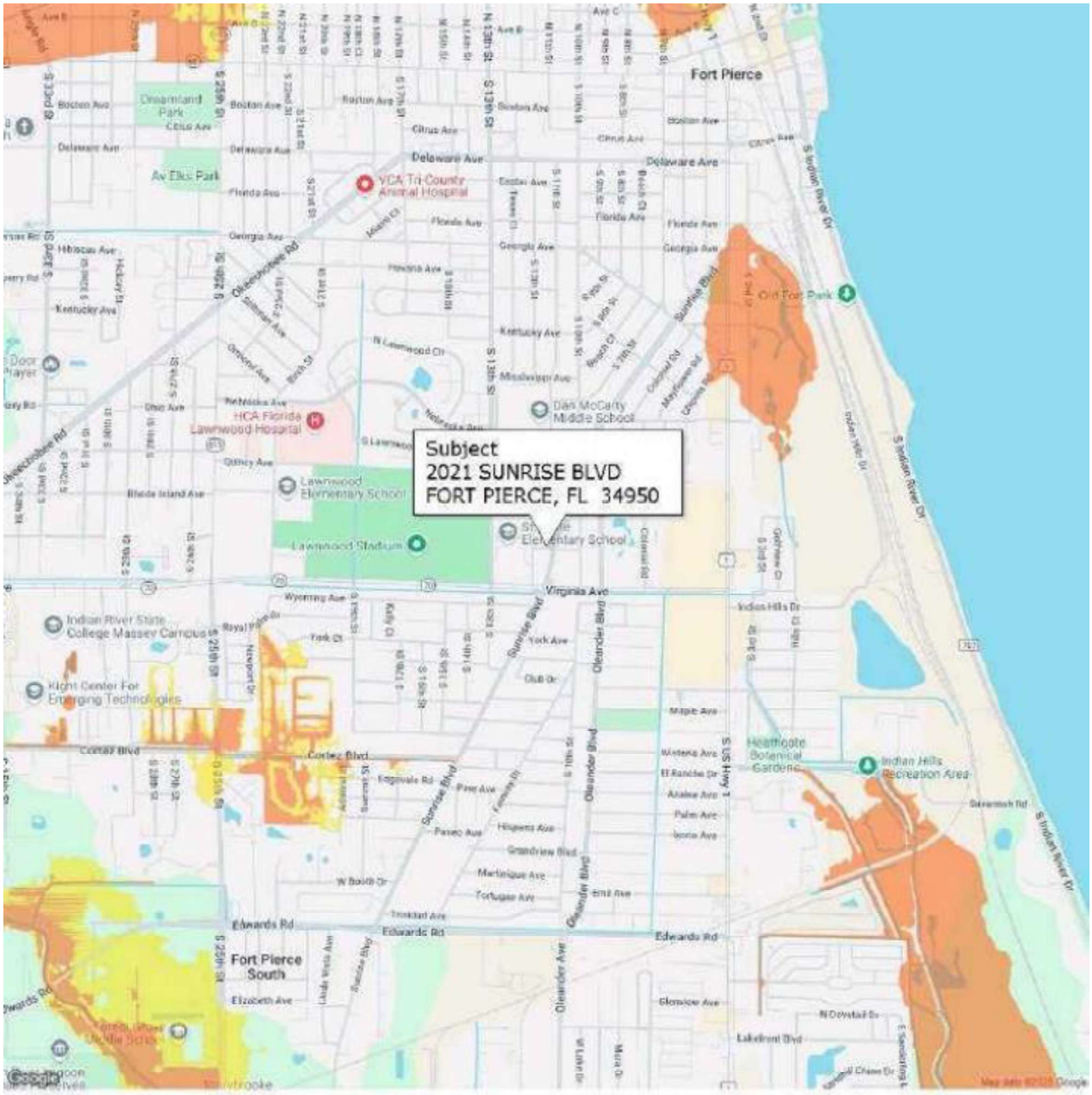
Revisions:	Job Nr: 241318-SE	Date of Field Work: 04/04/2025	Drawn by: P. S.

LANDTEC
LICENSED BUSINESS No. 8507

AERIAL MAP


Dale Cassens School
Rhode Island
Southern Ave
Sunrise Blvd
Southern Ave
Subject
2021 Sunrise Blvd
Fort Pierce, FL 34950
St. Lucie Elementary School
S 11th St
Sunrise Blvd
S 10th St
Tennessee Ave
Tennessee Ave
Schwerer Dental Care
Dahya Dentistry
70
70
70
70
70
Wyoming Ave
Plymouth
Google
Map data ©2025 Imagery ©2025 Airbus, Maxar Technologies

FLOOD MAP



FLOOD INFORMATION

Community: City of Fort Pierce

Property is NOT in a FEMA Special Flood Hazard Area

Map Number: 12111C0187K

Panel: 12111C0187

Zone: X

Map Date: 02-19-2020

FIPS: 12111

Source: FEMA DFIRM

LEGEND

= FEMA Special Flood Hazard Area – High Risk

= Moderate and Minimal Risk Areas

Road View:

= Forest

= Water

Outside walls were upgraded to stucco and painted. A new roof was installed.

All windows were upgraded to hurricane impact windows.

Rear

All exterior vents were replaced with new vents.

Living Area

New flooring and baseboards were installed throughout the house. All interior walls were painted.

New doors were installed throughout the house.

Dining Area

All interior vents were replaced with new vents.
Window trim was added to all windows.
All outlets and light switches were replaced.
Light fixture was upgraded.

Kitchen

Kitchen was completely remodeled, adding stainless steel appliances.

Master Bedroom

Garage was converted to a 4th bedroom. Adding a mini-split unit.

Master Bath

Bathroom was added to the master bedroom, with a walk-in closet.

Laundry Closet

Hall closet was converted to a laundry closet, with washer and dryer hook-ups.

Bedroom 2

All light fixtures were upgraded with ceiling fans.

Bedroom 3

Bedroom 4

Bathroom 2

Common bathroom was completely renovated.

Smoke/carbon monoxide detectors were installed throughout the house.

New electrical panel was installed.

HVAC

A/C unit was replaced and upgraded.

Building designed with 2023 Florida Building Code 8th Edition and include the applicable wind criteria (Ultimate design wind speed (Vult) and 3-second gust/nominal wind speed (Vasd) both in miles per hour, wind exposure and risk category.
All documents are properly signed, dated and sealed as required for the method of submittal. (FBC 107)

DOOR SCHDULE

ALL DOORS SHALL COMPLY WITH EGRESS HARDWARE AS PER FBC 320.1

SYMB	TYPE	DESCRIPTION	HARDWARE	TYP.	SIZE
(A)	PRE-HUNG DR.	INSULATED TEMP. GL.	HANDICAP LEVER HARDWARE	EGRESS EXIT	3'-0"x 6'-8"x 1-3/4"
(B)	PRE-HUNG DR.	INSUL.MTL.	HANDICAP LEVER HARDWARE	INTERIOR	2'-0"x 6'-8"x 1-3/4"
(C)	PRE-HUNG DR.	HOLLOW CORE	HANDICAP LEVER HARDWARE	INTERIOR	2'-8"x 6'-8"x 4-3/4"

WINDOW SCHDULE

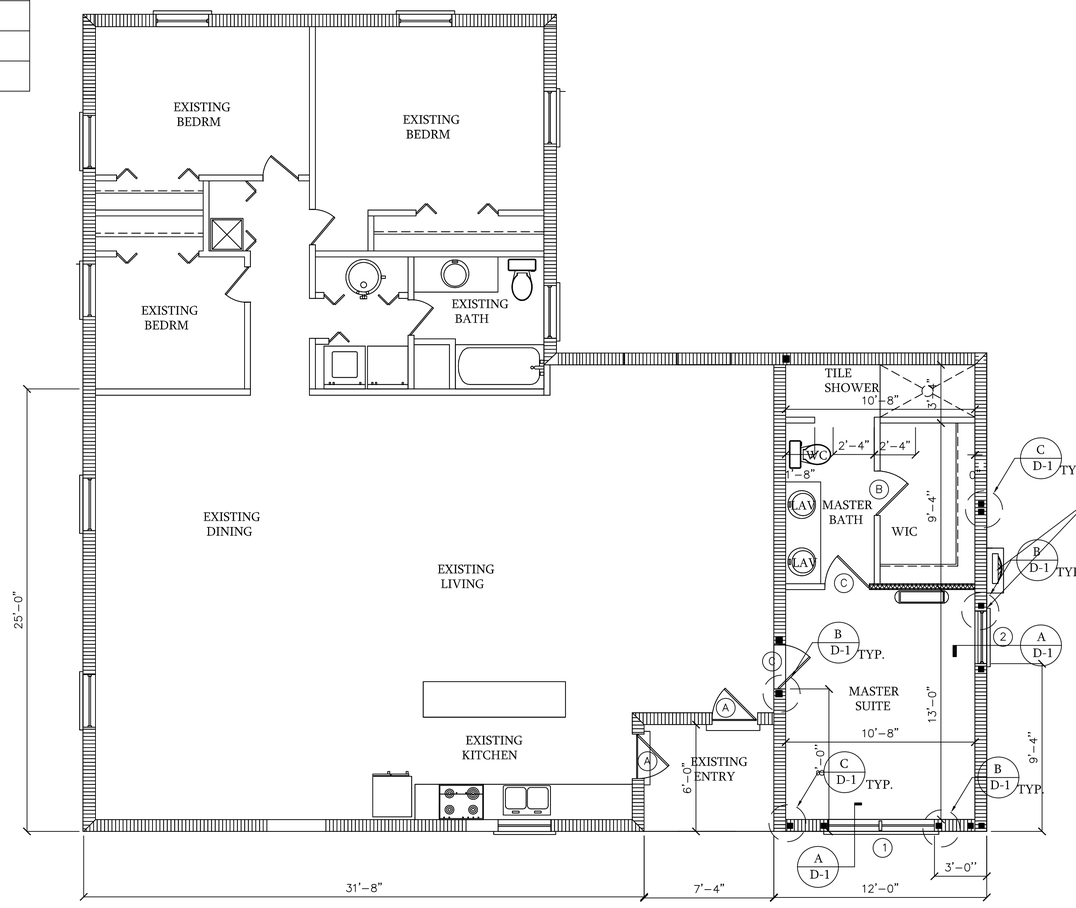
SYMB	TYPE	DESCRIPTION	HARDWARE	TYP.	SIZE
(1)	SINGLE HUNG	WHITE	ALUM. 1/1	EGRESS	PR.3'-2"x 5'-2"x 1-3/4"
(2)	SINGLE HUNG	WHITE	ALUM. 1/1	EGRESS	3'-2"x 5'-2"x 1-3/4"
(3)	SINGLE HUNG	WHITE	ALUM. 1/1	EGRESS	3'-2"x 3'-2"x 1-3/4"
(4)	SINGLE HUNG	WHITE	ALUM. 1/1	TEMP.	3'-2"x 3'-2"x 1-3/4"
(5)	SINGLE HUNG	WHITE	ALUM. 1/1	OBS TEMP.	4'-2"x 4'-2"x 1-3/4"

NEW OCCUPANCY SHALL COMPLY WITH ACCESS CHAPTER 403.2-404.2.4.4 OF THE F.C.B. REQUIREMENTS
BUILDING MEETS ASTM E 84 AND ALL FLAME SPREADS AND SDI(803.1.1 THUR 803.9 REQUIRMENTS
CLASS C : FLAME SPRED76-200 ; SMOKE- DEVELOPED 0-450
ALL GWB MATERIAL MEETS FBCR 2023 SEC 702.3.1

PRODUCT APPROVAL SUBMITTAL AFFIDAVIT

PRODUCT	NOA FL. PRODUCT	MANUFACTURER:	MODEL	ATTACHMENT METHOD:	BUILDING DESIGN PRESSURES PFS	PRODUCT DESIGN PRESSURES PFS
SWING DOOR	FL 4334-R10	MASONITE INTERNATIONAL	3068 6 PANEL SMOOTH STAR	FRAME HEAD - 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS FRAME JAMBS 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACE MAX 14" O.C.	+35.1 -40.3 PSF	+1 -67 PSF
WINDOWS	FL163-R7	CUSTOM WINDOW SYSTEM	SERIES 1700 SH FLANGE/FIN FRAME IMPACT LOW-E	FRAME HEAD - 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACED MAX 13 3/4" O.C. FRAME JAMBS 1/4" ELCO TOPCONS MIN. 1/4" EMBED INTO CONC. 6" FROM CORNERS & SPACE MAX 9 1/4" O.C. FRAME SILL - NONE	+35.1 -40.3 PSF	+80 -80 PSF

NOTE: DESIGN ENGINEER HAS VERIFED ALL PRODUCTS
NOTE: ALL WINDOW & DOOR BUCKS: CAULKED & SEALED.
ALL WINDOW & DOOR TO FOLLOW MANUFACTURES SPECIFICATIONS AS WELL AS THOSE LISTED



FLOOR PLAN

SCALE : 1/4" = 1'-0"

EXISTING 8" CMU WALLS
EXISTING 4" STUD WALLS
NEW 8" CMU WALLS
NEW 2X 4 STUDS @ 16" OC.

LIVING AREA	1000.0 S.F.
MASTER SUITE /BATH	274.0 S.F.
TOTAL AREA	1274.0 S.F.

AE Taylor Design and Construction Corporation
CONSTRUCTION NOTES: ENGINEERING MEETS OR EXCEEDS 2023 FLORIDA BUILDING CODE 8TH EDITION
MECH.PLUMB.ENERGY.ACCESSIBILITY.LIFE SAFETY .FIRE CODE AND NEC 2023
CONSTRUCTION 160MPH WIND SPEED.2. BUILDING WIND EXPOSURE CATEGORY C AND WIND IMPORTANCE
MEETS OR EXCEED RESISTANCE AND CURRENT COUNTY BUILDING CODES

L.P. Roberts Investment Group LLC
2021 Sunrise blvd
Fort Pirece, Fl. 34950

CONSULTING ENGINEERS
JOSEPH SIMMONS III,PE. 52101
JAMES TAYLOR
DESIGN CORPORATION
111 E. MONUMENT AVE.
SUITE 300
KISSIMMEE ,FL.34741

Fine Architectural and Engineeing Design
111 E. Monument ave. Ste.300,Kissimmee,FL.34741
OFFICE: (321) 464 9482 CELL: (203) 514-4221
taylordcc@gmail.com designwestassocc@aol.com

BUILDER:	DATE:	SCALE	SUBDIVISION:
		AS SHOWN	

REVISIONS:	DRAWN BY	CHK BY
	JT	JS

SHEET NO
A-3
OF__SHEETS

JOSEPH SIMMONS III, P.E.

JOSEPH SIMMONS III LICENSE No. 52101 STATE OF FLORIDA PROFESSIONAL ENGINEER

THESE PLANS ARE AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF DESIGN WEST ASSOCIATES, INC. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THE REPRODUCTION, PUBLICATION OR USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF DESIGN WEST ASSOCIATES, INC. IS PROHIBITED. ANY UNAUTHORIZED USE SHALL BE AT THE USERS RISK AND WITHOUT LIABILITY TO DESIGN WEST ASSOCIATES, INC.

C:\Designwest\FORT PIRECE PROJECT\LASHANNA ROBERTS PROJECTS\2021 SUNRISE BLVD\REVISIONS\A-1-9 FLOOR.dwg, 4/30/2025 6:50:40 PM, Adobe PDF

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5267750 OR BOOK 5071 PAGE 1598, Recorded 11/17/2023 01:41:55 PM Doc Tax: $1085.00

FIRST INTERNATIONAL TITLE

Prepared by and Return to:
Michelle Leacock, an employee of
First International Title
107 North 2nd Street
Fort Pierce, FL 34950

File No.: 235559-41

WARRANTY DEED

This indenture made on **November 09, 2023** by **Elizabeth Roggin, Individually and as Successor Trustee of the R. Pamela Stephenson Revocable Living Trust dated October 30, 2001,** whose address is: 3611 Cosmos Street, Palm Beach Gardens, FL 33410 hereinafter called the "grantor", to **L.P. Roberts Investment Group, LLC, a Florida limited liability company,** whose address is: 710 NW Bristol Street, Port St. Lucie, FL 34983, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **St. Lucie** County, **Florida,** to-wit:

Lot 13, Block 15, SUNRISE ESTATES, according to the Plat thereof, recorded in Plat Book 8, Page(s) 75, of the Public Records of St. Lucie County, Florida.
Parcel Identification Number: 2415-703-0187-000/2

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2023.

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

R. Pamela Stephenson Revocable Living Trust dated October 30, 2001

Elizabeth Roggin

By Elizabeth Roggin, Individually and as Successor Trustee

Signed, sealed and delivered in our presence:

Arlene D Burnette
1st Witness Signature

Print Name: Arlene D Burnette

Address: 1801 Centrepark Dr
West Palm Beach FL
33401

2nd Witness Signature

Print Name: Eneida Rodriguez

Address: 1801 Centrepark Dr
West Palm Beach FL
33401

State of Florida

County of Palm Beach

The Foregoing Instrument Was Acknowledged before me by means of (✓) physical presence or ( ) online notarization on November 9, 2023 by **Elizabeth Roggin, Individually and as Successor Trustee of the R. Pamela Stephenson Revocable Living Trust dated October 30, 2001**, who ( ) is/are personally known to me or who (✓) produced a valid FL DL as identification.

Arlene D Burnette
Notary Public Signature
Printed Name:
My Commission Expires:

(NOTARY SEAL)

Notary Public State of Florida
Arlene D. Burnette
My Commission HH 124384
Expires 06/27/2025

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - House of Peace Group Living - 2021 Sunrise Boulevard

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 20th, 2025

NOTICE BY MAIL: August 15th, 2025

NOTICE BY SIGNS: July 9th, 2025

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE: Vennis Gilmore **DATE:** July 18th, 2025

A House of Peace
2021 Sunrise Blvd.

Pre-Renovation Front Elevation

Pre-Renovation Rear Elevation

Pre-Renovation Side Elevation

Renovated Front Elevation

Pre-Renovated Kitchen

Renovated Kitchen

Renovated Dining Area

Pre-Renovated Living Area

Renovated Living Area

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

Received
JUL 30 2025
City Clerk's Office

07/20/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/20/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$110.88	
Tax Amount:	$0.00	
Payment Cost:	$110.88	
Order No:	11501331	# of Copies:
Customer No:	1126527	0
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, August 4th, 2025, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for a Conditional Use (No New Construction), submitted by property owner and applicant, LaShanna Roberts, to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents at 2021 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Office Commercial (C-1). Parcel ID: 2415-703-0220-000-6.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
July 20 2025
LSAR0335794

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 08/04/2025

Re: PD2024- 00001 - Millcreek Final PD - Pod 1

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-021 - Review and approval of an application to amend the Millcreek Planned Development (PD) zoning in respect of one (1) parcel containing approximately 62.51 acres, and generally located north of Orange Ave and West of 41st Street in Fort Pierce, with a Planned Development Final Site Plan for Pod 2 to construct a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes at a density of 7.1 du/ac. The application submitted by applicant REDTAIL DG Tod Mowery on behalf of owner FM Millcreek Holding LLC. more specifically at Parcel ID #2407-124-0001-000-3 - SECOND READING.

SUMMARY:

The application for the Millcreek PD Phase 1 Final Planned Development Site Plan includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (allowed 12 du/ac). The main access to the property is located on Orange Avenue to the south. The primary connection to the major road network is from Orange Avenue between Jenkins Road and Hartman Road at the existing intersection of Orange Avenue and Bent Creek Drive. The project proposes a clubhouse with amenities (to be constructed at phase 2), a dog park and a pocket park. Phase 1 incorporates four (4) stormwater lakes. Emergency access is planned which aligns with N 43rd Street.

If approved, the applicant shall make the following intersection improvements at Orange Avenue and Bent Creek Drive:
1. Eastbound: Subject to approval by FDOT at the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.
2. Westbound: Subject to approval by FDOT at the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM) and as determined by FDOT.
3. Should a traffic signal be warranted during build-out approvals, then the applicant will construct a traffic signal at the intersection of Orange Avenue and Bent Creek Drive, which will align with the primary access to the PD.

The Development Agreement has been analyzed by the City Attorney and is not recommended for approval at this time. Details are included within the attached staff report.

RECOMMENDATION:

Staff recommend the City Commission **Continue Consideration** of the proposed Millcreek PD Final Site Plan to a date certain or until such a time when the Development Agreement is deemed to be acceptable by the City Attorney’s Office.

ALTERNATIVES:
Approve with amendments/alternative conditions

or

Deny

RESPONSIBLE STAFF:
Kev Freeman, Planning Director

COORDINATED WITH:
Sara Hedges, City Attorney.
Planning Board.
Technical Review Committee.

Fiscal Impact

Budgeted Y/N: N
OTHER INFORMATION:
N/A

Attachments

Staff Presentation
Staff Report
Draft Ordinance
25-021 Updated for Approval 2nd Reading
Site Plan
Landscape Plan
Amenity Center Plan
Amenity Center Landscape
Traffic Impact
Stormwater Report
Construction Plans
Survey
Environmental Assessment
Lighting Plan
Phasing Plan
Tree Survey
Warranty Deed
Property Card
Concurrency Review
Traffic Signal Warrant Analysis
Topographic Survey

Legal Description
Rendering A
Rendering B
Rendering C
Rendering D
Applicant Response TRC
TRC Comments
CA Memo
Recommended Development Agreement
CA Memo re Ordinance
Public Notice Certification
Updated Applicant Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/11/2025 01:35 PM

Form Started By: Kev Freeman
Started On: 07/03/2025 11:35 AM
Final Approval Date: 07/23/2025

CITY OF FORT PIERCE

CITY COMMISSION

JULY 21, 2025

MILLCREEK PD FINAL SITE PLAN (POD 2)
PD2024-00002

SUMMARY

PD2024-00001 Millcreek Final Planned Development, an application amending the Millcreek Planned Development (PD) zoning in respect of one parcel of approximately 62.51 acres of land, generally located north of Orange Ave and west of 41st Street, to include the Millcreek PD Pod 2 Final Site Plan.

The 'Master' Millcreek PD was approved by Ordinance 23-011 and set out the development parameters for two 'Pods'. Pod 2, subject to a Residential Future Land Use (and the subject of this application, broken into three phases) and the Pod 1, overlaying a Mixed-Use Future Land use (Pod 1 – not included in this application).

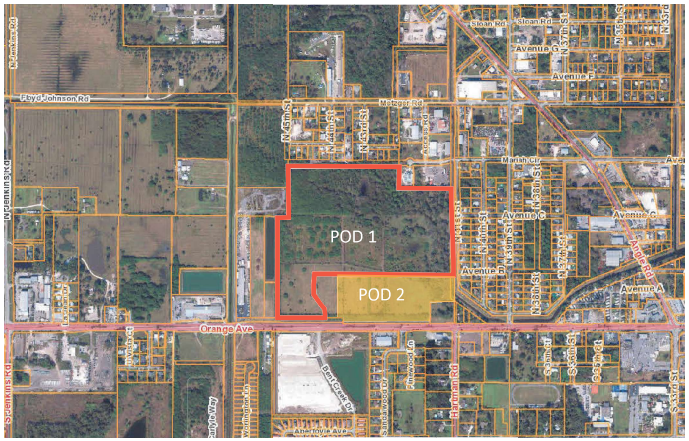
Parcel ID#:

2407-124-0001-000-3

APPLICANT

REDTAIL DG. Tod Mowery.

SITE LOCATION

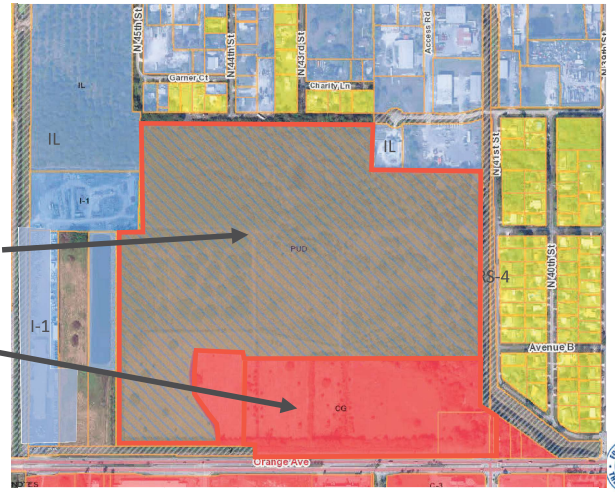


ZONING - PLANNED DEVELOPMENT FINAL SITE PLAN (PD)

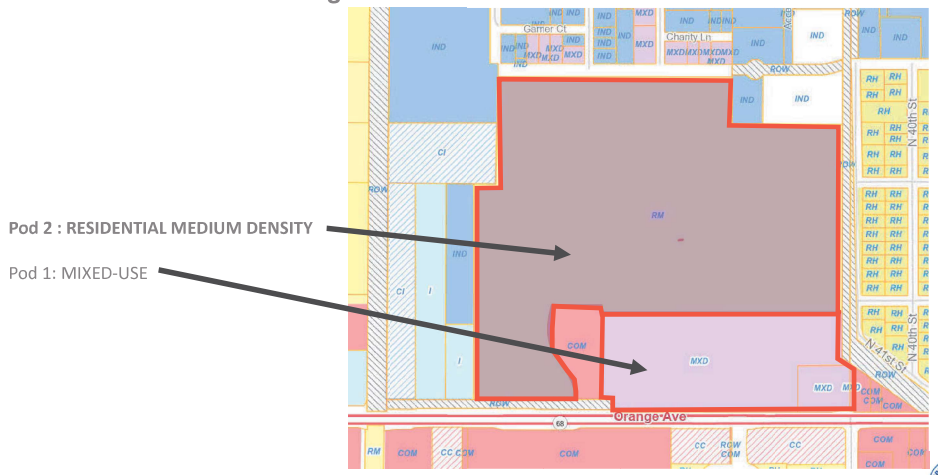
NORTH: County RS-4 & IL
SOUTH: City C-1, County CG
EAST: County RS-4
WEST: City I-1, County IL

Pod 2 : Millcreek Planned Development 439 dwelling units (309 townhomes and 130 detached single-family homes. Density: 7.1 du/ac (allowed 12 du/ac)

Pod 1: Millcreek Planned Development (not part of this Final PD Plan allowed Density: 15 du/ac)



FLU - EXISTING - NO Change

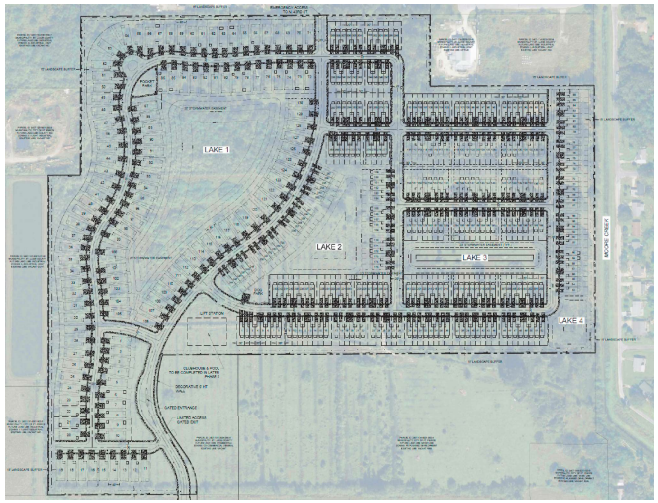


APPLICATION

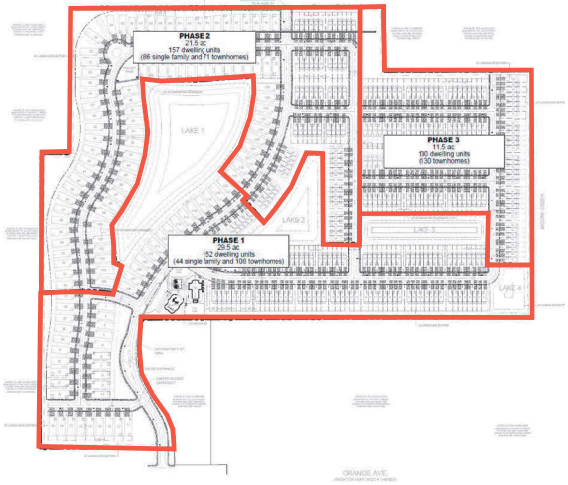
The application for the Millcreek PD Final Planned Development Site Plan for Pod 2 includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (the PD allows up to12 du/ac for Pod 1). The main access to the property is located on Orange Avenue to the south. The primary connection to the major road network is from Orange Avenue between Jenkins Road and Hartman Road at the existing intersection of Orange Avenue and Bent Creek Drive.

The project proposes a clubhouse with amenities (to be constructed at phase 2), a dog park and a pocket park. Phase 1 incorporates 4 stormwater lakes. Emergency access is planned which aligns with N 43rd Street.

MILLCREEK PD POD 2 – FINAL SITE PLAN



MILLCREEK PD POD 2 – FINAL SITE PLAN - PHASING

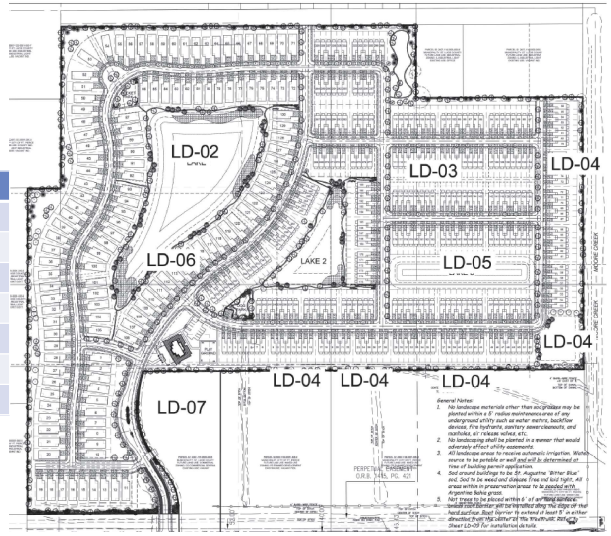


TIMETABLE OF DEVELOPMENT:

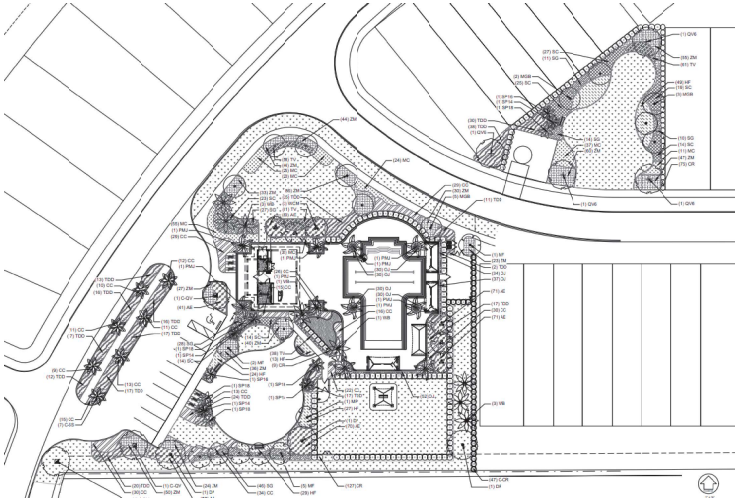
Stage	Phase 1	Phase 2	Phase 3
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

LANDSCAPING:

Landscape Data	
North Buffer	73 Trees
East Buffer	34 Trees
West Buffer	65 Trees
Orange (ROW line)	71 Trees
Interior	136 Trees
Trees Required	378
Trees Provided	638



AMENITY CENTER:



ROADWAY IMPROVEMENTS:

It is proposed that the applicant make the following intersection improvements at Orange Avenue and Bent Creek Drive:

1. Eastbound: At the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.

2. Westbound: At the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM) and as required by FDOT.

3. If warranted by FDOT, then the applicant shall construct a traffic signal prior to the at the intersection of Orange Avenue and Bent Creek Drive and in alignment with the primary access to the PD.

AVONDALE

1,844 sq. ft. | 3 Bed | 2 Bath | 2-Car Garage

MILLCREEK PD PHASE 1 – ARCHITECTURALS

STOCKTON

2,036 sq. ft. | 4 Bed | 2.5 Bath | 2-Car Garage

VILANO

2,500 sq. ft. | 4 Bed | 3 Bath | 2-Car Garage

MILLCREEK PD PHASE 1 – ARCHITECTURALS

Warbler

1,445 sq. ft. | 3 Bed | 2.5 Bath | 1-Car Garage

PLANNING BOARD

The proposal was presented to the Planning Board at its March 10, 2025, meeting and was recommended for Approval by 6-0 votes.

1. The phasing of the project shall adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases.
2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning at section 125-212 – Planned Development Zone (PD).

PLANNING BOARD

3. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

4. Reach out to the St. Lucie County School District for final determination of school bus stop location.

5. Emergency access details are to be spelled out in the development agreement.

DEVELOPMENT AGREEMENT

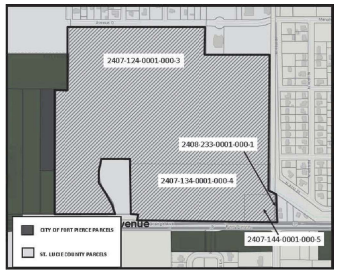
Section 125-212 – Planned Development Zone, of the City Code requires that a Development Agreement be agreed at time of Final PD Site Plan.

The City Attorney's Office has raised a number of issues which have not yet been fully resolved (please refer to memo RLS 25-139 attached to this item:

1. The Owner of the property, FM Millcreek Holding, LLC, should be the legal entity to enter into the agreement with the City.
2. The requirement for unified control. The Planning Department has investigated this issue:

DEVELOPMENT AGREEMENT

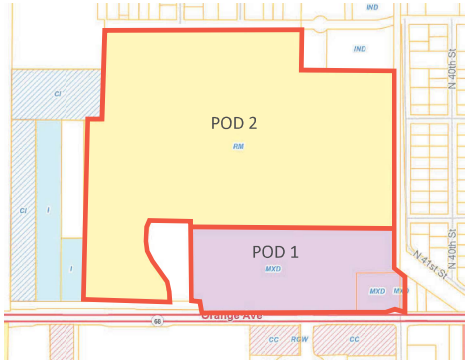
2. (continued)
The Millcreek Planned Development was approved prior to the revised 'Master' and 'Final' PD code (ORD 23-011). The requirement for a unity of title and lot combination was conditioned as part of that approval and re-iterated by Planning Board



DEVELOPMENT AGREEMENT

2. (continued)
However, the PD includes a natural bifurcation of the PD into two ‘Pods’, a Mixed-Use ‘Pod 1’ and Residential ‘Pod 2’. Each sets out their own development parameters.

POD 1	POD 2
Mixed-Use (MXD)	Residential (RM)
20% Open Space	20% Open Space
15% Stormwater	15% Stormwater
Density 15 du/ac	Density 12 du/ac
62.51 Acres	17.77 Acres



DEVELOPMENT AGREEMENT

3. This Final Development Site Plan proposes the buildout of ‘Pod 2’ through three phases. The buildout of will comply with the development parameters contained within the original PD in terms of maximum density and number of units.

The development parameters of ‘Pod 1’ remain as entitled in the current PD site Plan. The operation, connection, density and intensity of the PD as a whole remains as originally approved.

DEVELOPMENT AGREEMENT

Staff agree that any Development Agreement and Ordinance should refer to the removal of the conditions relating to unified control.

The development of PD approvals as a phased plan is not unusual and has been permitted with other development, Sec. 125-212 (f)(2) A planned development zoning agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

The phasing of the project shall adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c):

RECOMMENDATION

Staff recommend the City Commission **Continue Consideration** of the proposed Millcreek PD Final Site Plan until such a time when the Development Agreement is deemed to be acceptable by the City Attorney's Office.

ALTERNATIVE RECOMMENDATION

Approve with stated/amended Conditions

Or

Disapprove

CITY OF FORT PIERCE

CITY COMMISSION

JULY 21, 2025

MILLCREEK PD FINAL SITE PLAN (Pod 2)
PD2024-00001

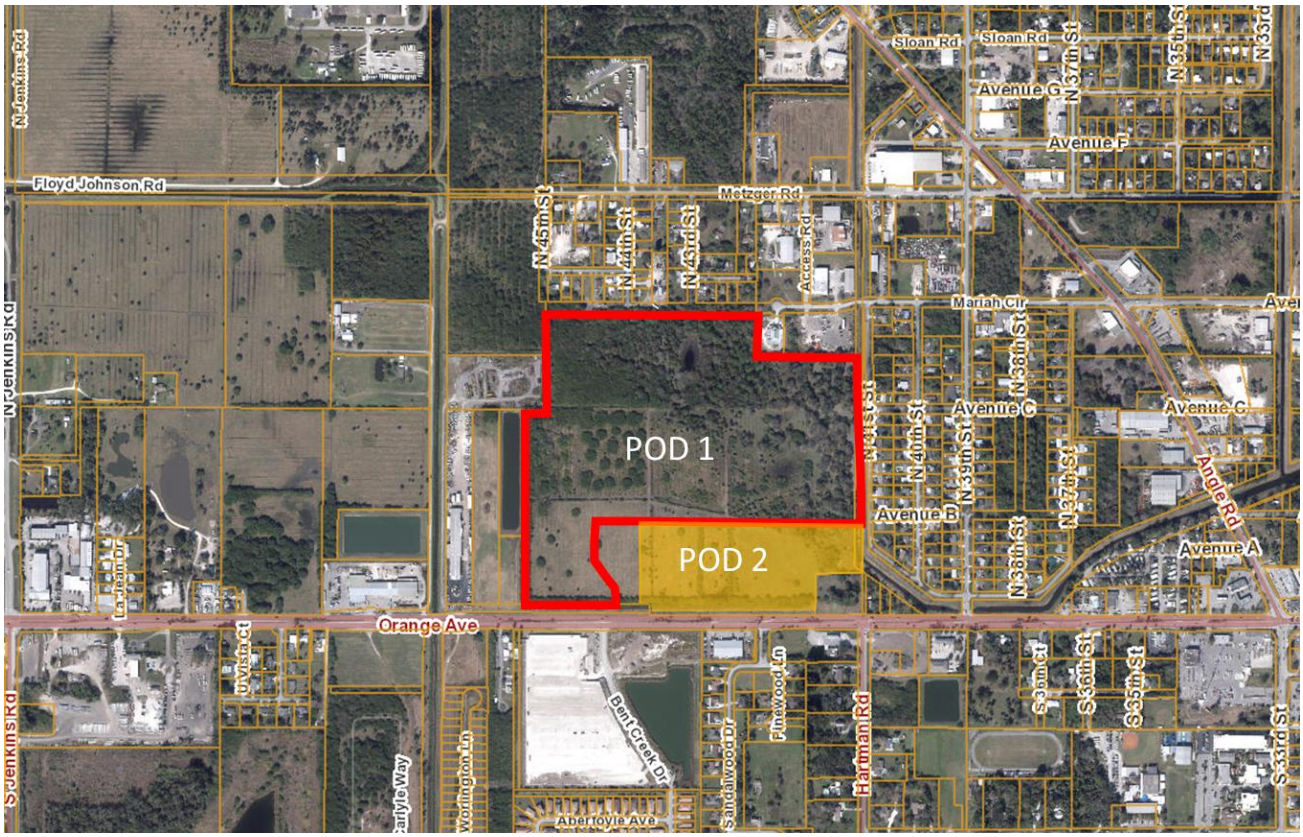
THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PD2024-00001 Millcreek PD (Orange Ave)** **PD Final Site Plan for Pod 2**
COMMISSION DATE:	July 9, 2025

STAFF REPORT

Agent (on behalf of the Owner): REDTAIL DG. Tod Mowery

Owner: **FM Millcreek Holding LLC**



Summary: PD2024-00001 Millcreek Final Planned Development, an application amending the Millcreek Planned Development (PD) zoning in respect of one parcel of approximately 62.51 acres of land, generally located north of Orange Ave and west of 41st Street, to include the Millcreek PD Pod 1 Final Site Plan.

The 'Master' Millcreek PD was approved by Ordinance 23-011 and set out the development parameters for two 'Pods'. Pod 2, subject to a Residential Future Land Use (and the subject of this application, broken into three phases) and the Pod 1, overlaying a Mixed-Use Future Land use (Pod 1 – not included in this application).

Location(s): generally located north of Orange Ave and west of 41st Street.

Parcel ID (s): 2407-124-0001-000-3

Surrounding FLU and Zoning:

NORTH: County RS-4 & IL

SOUTH: City C-3, County CG

EAST: County RS-4, CG

WEST: City I-1, County IL

Request

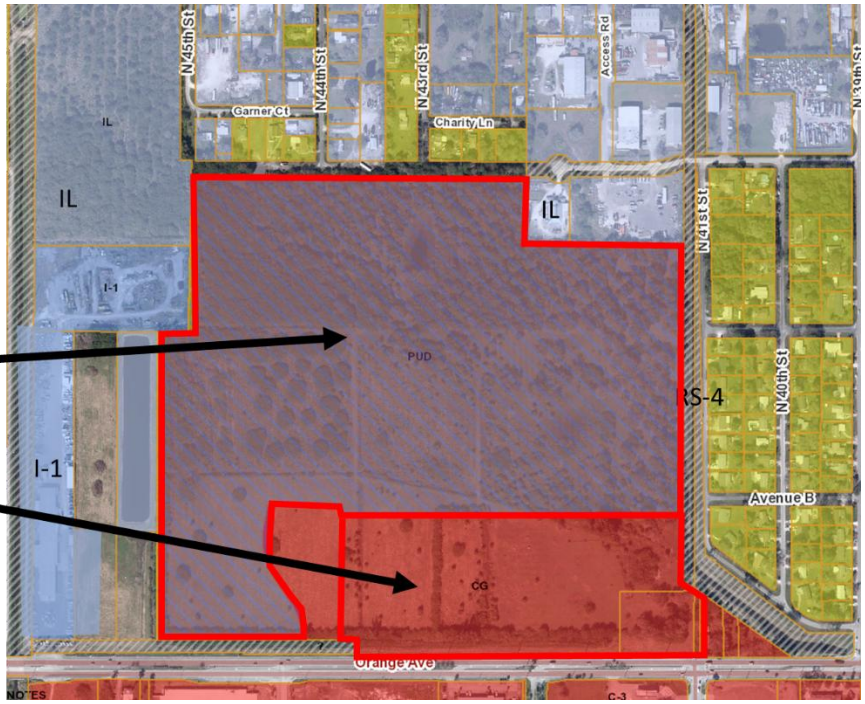
In accordance with Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of an approval of a Final PD Site Plan. The application for the Millcreek PD Final Planned Development Site Plan for Pod 1 includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (the PD allows up to 12 du/ac). The main access to the property is located on Orange Avenue to the south. The primary connection to the major road network is from Orange Avenue between Jenkins Road and Hartman Road at the existing intersection of Orange Avenue and Bent Creek Drive.

The project proposes a clubhouse with amenities (to be constructed at phase 2), a dog park and a pocket park. Phase 1 incorporates 4 stormwater lakes. Emergency access is planned which aligns with N 43rd Street.

Zoning

Pod 2 : Millcreek Planned Development 439 dwelling units (309 townhomes and 130 detached single-family homes. Density: 7.1 du/ac (allowed 12 du/ac)

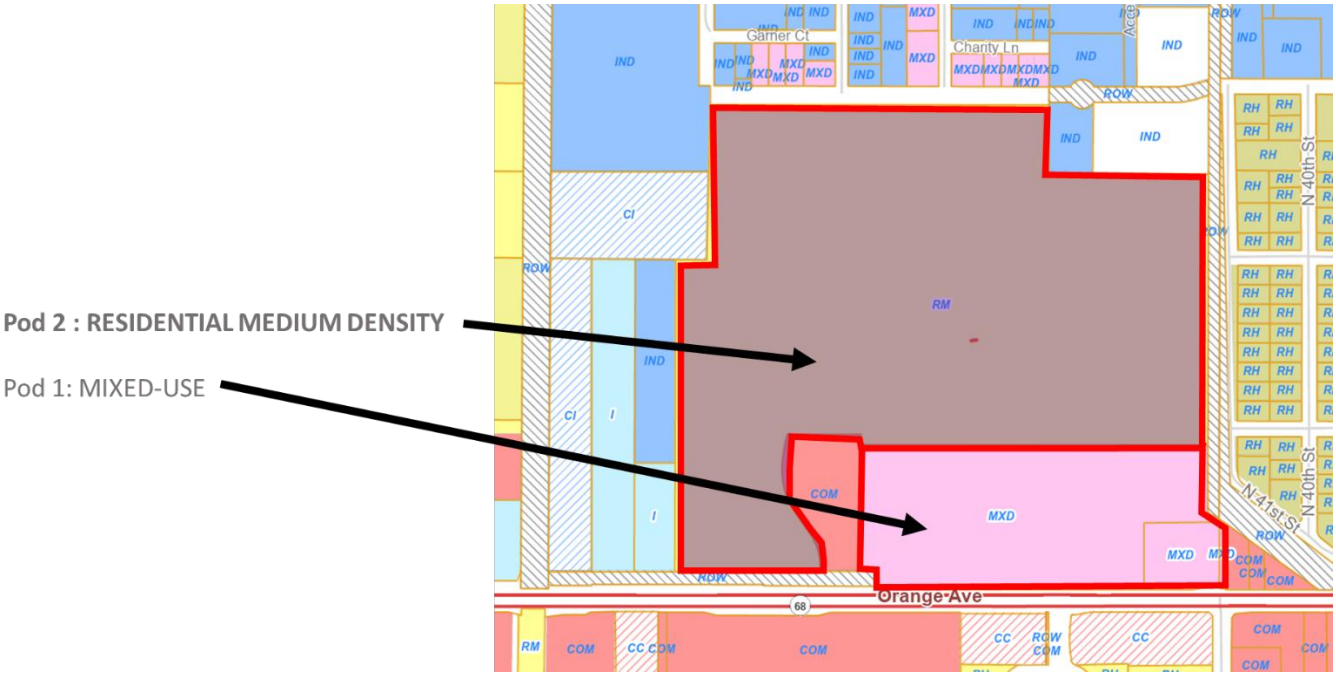
Pod 1: Millcreek Planned Development (not part of this Final PD Plan allowed Density: 15 du/ac)



Existing: Sec. 125-212. - Planned Development Zone (PD).

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

Future Land Use



Medium Density Residential (RM) – No Change (Pod 2)

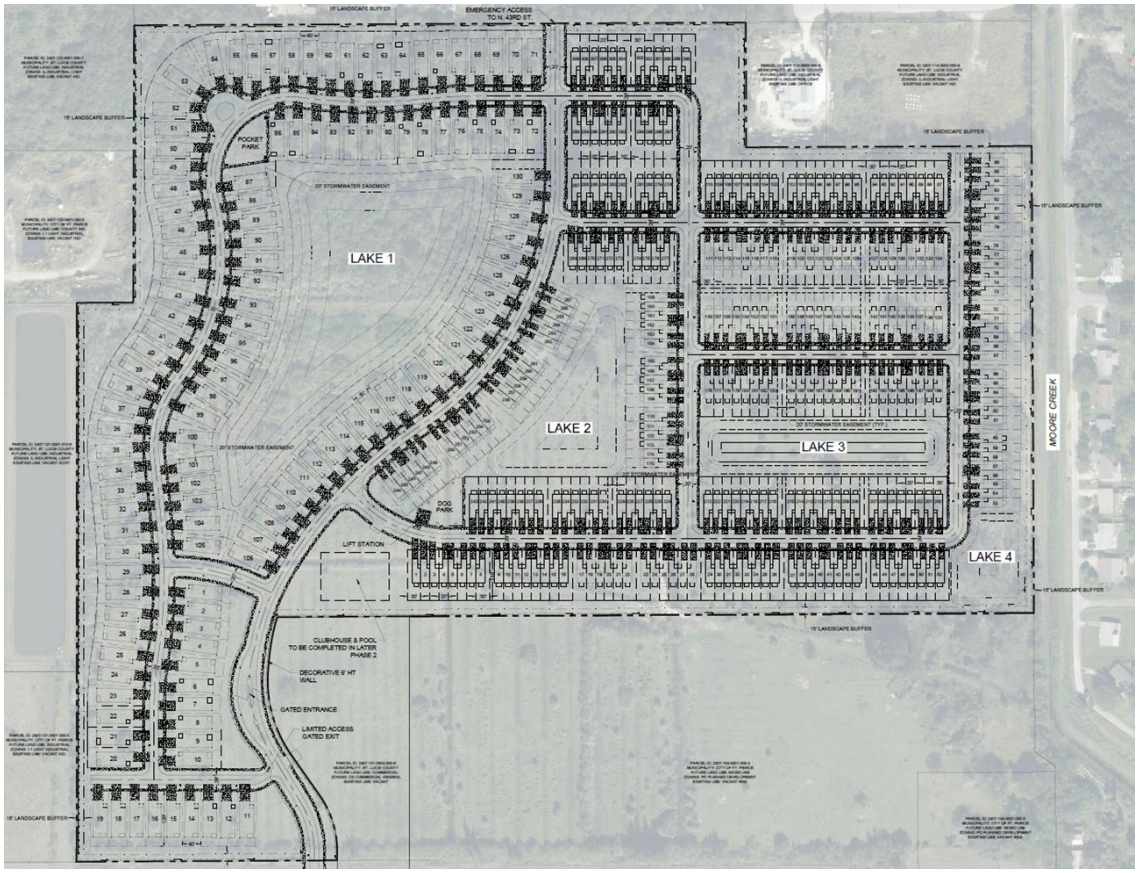
Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.

Mixed Use Development (MXD) - No Change (Pod 1)

The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of two of the following general land uses:

- Residential (single-family and/or multifamily);
- Commercial—General and/or Neighborhood;
- Commercial—Town Center;
- Hotel (minimum 100 units);

- Office Uses—Professional and/or medical;
- Industrial;
- Institutional.



Design Review

The proposed dwelling units have varied architectural elements, which incorporate vertical and horizonal design articulation and relief. Single-Family units are not subject to design review outside of the FPRA.

Parking

The Final Site Plan provides the required number of parking stalls.

Utilities

FPUA

Traffic Impact Statement

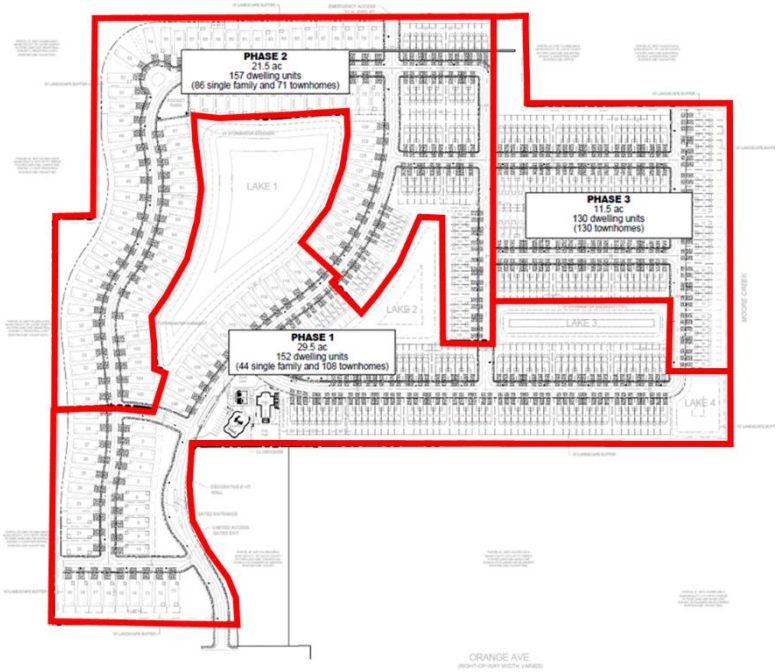
The traffic analysis is accepted and approved. It is proposed that the applicant make the following intersection improvements at Orange Avenue and Bent Creek Drive:

Eastbound: At the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.

Westbound: At the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM) and as required by FDOT.

If warranted by FDOT, then the applicant shall construct a traffic signal prior to the at the intersection of Orange Avenue and Bent Creek Drive and in alignment with the primary access to the PD.

Phasing



Stage	Phase 1	Phase 2	Phase 3
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

Environmental (EW Consultants)

Because of the various native and man-made resources found on the subject property, the site provides potential foraging and nesting habitat for a variety of state and federally listed wildlife species, albeit minimal. In particular, the on-site water resources could provide foraging opportunities for various listed avian species, including a myriad wading birds such as wood stork, roseate spoonbill, sandhill crane and various ibis and herons. No listed wading bird species were observed during the 2024 site visits. No nesting of wading bird species is expected due to the lack of suitable nesting habitat on-site. Non-listed wading birds observed included the cattle egret and white egret.

Other protected avian species which may occur on or near the site include the bald eagle. No eagles or eagle nests were observed on-site during the recent site visits. The closest bald eagle nest to the project site is located approximately 1.5 miles to the northwest on the Eagle Bend project site (nest SL011). Figures 5 and 6 in Appendix A provide a database download of recorded eagle nests and wading bird colonies found on state agency websites.

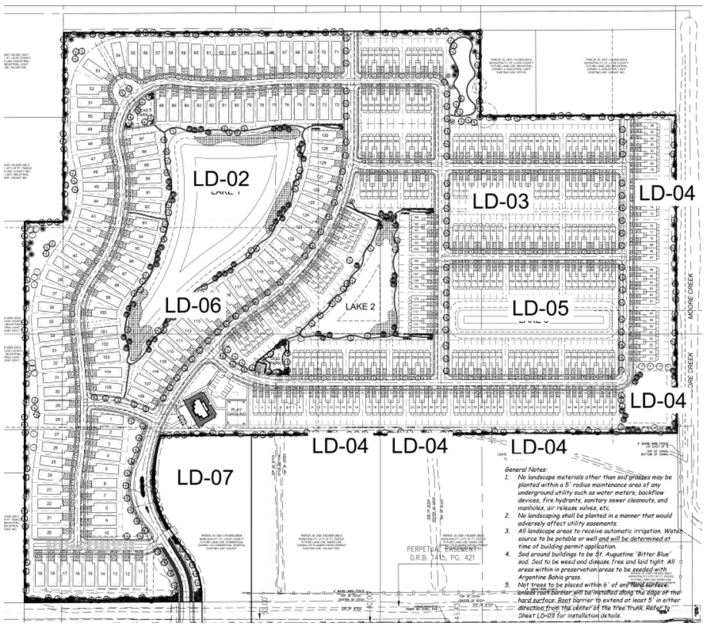
As with most sites in south Florida, sandy uplands, pastures and ditch banks with herbaceous vegetation serve as potential burrowing and foraging habitat for the state-threatened gopher tortoise. During the site visits, several potentially occupied burrows of this species were observed within the project site's native upland area as well as along the trails and ditch banks within the woodland pasture. A systematic gopher tortoise survey will be required within the entire development footprint's upland areas prior to new construction activities. Tortoises in harm's way will have to be relocated to a state-approved receiver site accordingly.

Other wildlife observations included red-bellied woodpecker, blue jay, mocking bird, red-shouldered hawk, black vulture, coyote scat, various rodent species, marsh rabbit, black racer and brown anole.

Landscaping

The development shall comply with the city's landscaping requirements; full tree mitigation analysis shall be required at building permit.

Landscape Data	
North Buffer	73 Trees
East Buffer	34 Trees
West Buffer	65 Trees
Orange (ROW line)	71 Trees
Interior	136 Trees
Trees Required	378
Trees Provided	638



Stormwater Drainage (Thomas Engineering Group).

The existing site is currently undeveloped and appears to have been used for agricultural use in the past. The site currently drains to the NSLWCD canal #3 along the east side of the project through a series of onsite ditches. The site is in flood zone X per FEMA 12111C0178J.

The stormwater management system for the development will generally consist of Interconnected lakes that will discharge through control structures to the existing outfall canal along the east property line. The project will be one drainage basin. The majority of the stormwater infrastructure to support the project being installed in Phase I. Nutrient loading has been included as part of the current requirements; the calculations show an overall reduction in nutrient loading.

Technical Review Committee

Affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Recommended Conditions of Approval

1. All infrastructure, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Millcreek PD Development Agreement and Final PD site plan.
4. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
5. The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall include the binding of successors intitle to any commitments concerning completion of the project and its maintenance and operation.
6. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
7. A landscape maintenance agreement shall be required prior to final certificate of occupation.
8. All applicable state or federal permits shall be obtained before commencement of the development.

Development Agreement

Section 125-212 – Planned Development Zone, of the City Code requires that a Development Agreement be agreed at time of Final PD Site Plan.

The City Attorney's Office has raised a number of issues which have not yet been fully resolved (please refer to memo RLS 25-139 attached to this item:

1. The Owner of the property, FM Millcreek Holding, LLC, should be the legal entity to enter into the agreement with the City.
2. The requirement for unified control. The Planning Department has investigated this issue:
    a. The Millcreek Planned Development was approved prior to the revised 'Master' and 'Final' PD code (ORD 23-011). However, the requirement for a unity of title and lot combination was conditioned as part of that approval and re-iterated by the Planning Board.

b. The PD includes a natural bifurcation of the PD into two 'Pods', a Mixed-Use 'Pod 1' and Residential 'Pod 2'. Each sets out their own development parameters.

POD 1	POD 2
Mixed-Use (MXD)	Residential (RM)
20% Open Space	20% Open Space
15% Stormwater	15% Stormwater
Density 15 du/ac	Density 12 du/ac
62.51 Acres	17.77 Acres

c. This Final Development Site Plan proposes the buildout of 'Pod 2' through three phases. The buildout of Pod 2 will comply with the development parameters contained within the original PD in terms of maximum density and number of units.

d. The development parameters of 'Pod 1' remain as entitled in the current PD site Plan. The operation, connection, density and intensity of the PD as a whole remains as originally approved.

3. Staff agree that any Development Agreement and Ordinance should refer to the removal of the conditions relating to unified control.
4. The development of PD approvals as a phased plan is not unusual and has been permitted with other development, Sec. 125-212 (f)(2) A planned development zoning agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
5. The phasing of the project shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c):

***Staff Recommendation**:*

Staff recommend the City Commission **Continue Consideration** of the proposed Millcreek PD Final Site Plan to a date certain or until such a time when the Development Agreement is deemed to be acceptable by the City Attorney's Office.

Alternative Recommendations:

APPROVE – with Amended/Additional Conditions

OR

DISAPPROVE/DENY

ORDINANCE NO. 25-021

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD POD 2 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property, generally located at or near Orange Avenue and 41st Street, was rezoned to the **Millcreek** Planned Development (PD), by Ordinance 23-011 by the City Commission at their meeting of February 21, 2023; and

WHEREAS, the **Millcreek** Planned Development (PD) comprises 80.7 Acres, and

WHEREAS, the property comprising approximately 62.51 acres of land and subject of this ordinance, is a single parcel located within the **Millcreek** Planned Development (PD), and subject to the Millcreek PD conceptual site plan, and;

WHEREAS, the applicant seeks an amendment to the existing Planned Development (PD) zoning, to incorporate the '**Millcreek PD Pod 2 Final Site Plan'** as a Final Planned Development (PD); and

WHEREAS, a map depicting the **Millcreek PD Pod 2 Final Site Plan** is attached hereto as **"Exhibit B"**; and

WHEREAS, the proposed amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 10, 2025, meeting, voted 6 to 0 to recommend approval of the proposed request for these parcels; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the property being generally located north of Orange Avenue and west of 41st Street in Fort Pierce, Florida and having a zoning designation of Planned Development (PD) and parcel ID: 2407-124-0001-000-3, and having the legal description in "**Exhibit B"**. shall hereby have its zoning amended to incorporate and approve **the Millcreek PD POD 2 Final Site Plan**, as depicted at **"Exhibit A"**, and the **Millcreek PD POD 2 Development Agreement** and conditions thereof, at "**Exhibit C",** attached hereto and incorporated herein.

SECTION 3. The Planned Development Zoning Agreement at Exhibit "**C**", attached hereto and incorporated herein, is approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-021 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 6, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___th day of ____ 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox

(City Seal)

EXHIBIT A

Millcreek PD POD 2 Final Site Plan

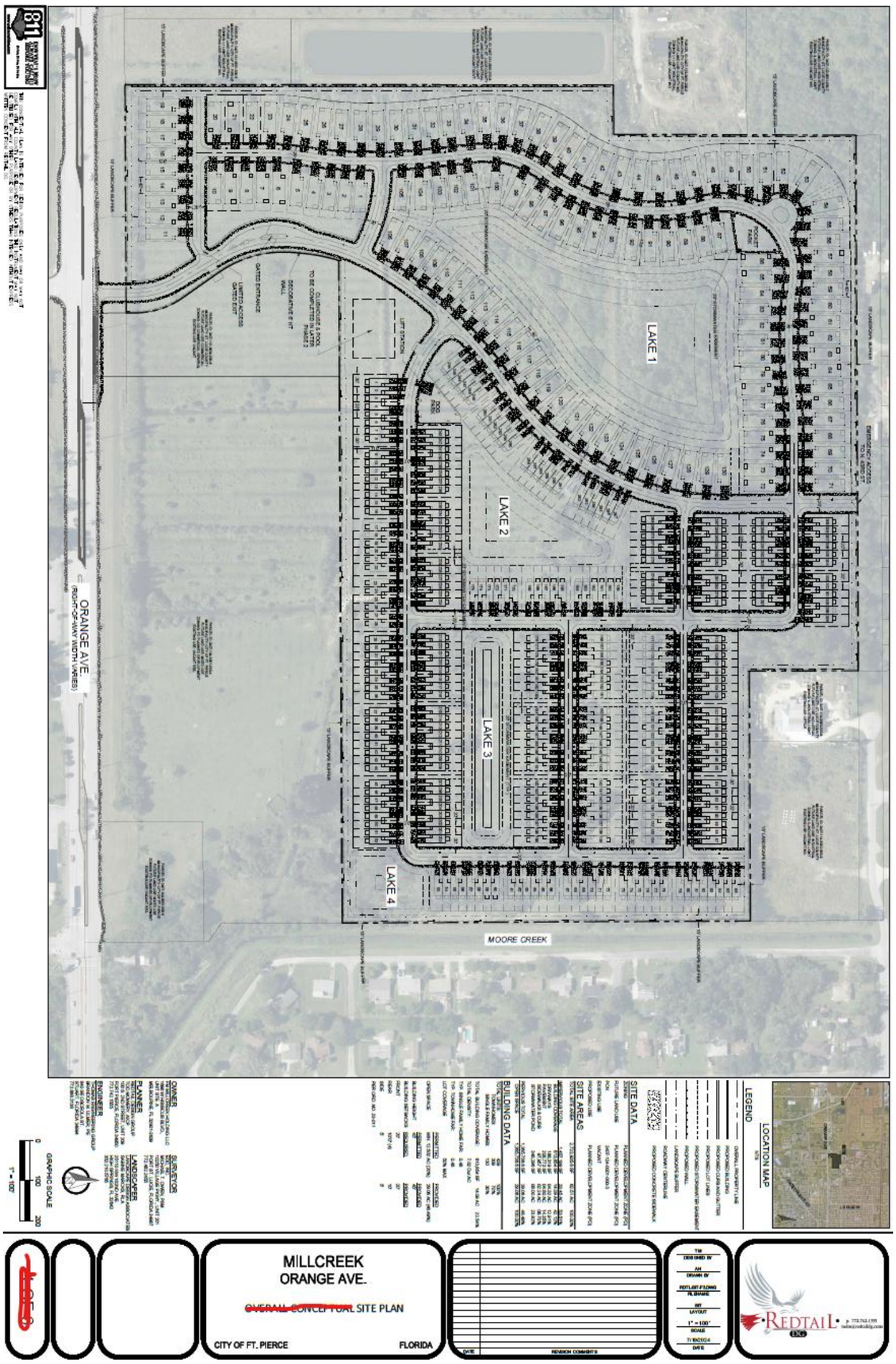


EXHIBIT B

Millcreek PD POD 2 Legal Description

PARCEL A:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.
PARCEL B:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.
LESS AND EXCEPT THE FOLLOWING PARCEL:
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04° 46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.
AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.
SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

EXHIBIT D

Millcreek PD Phase 1 Development Agreement
{TO BE ATTACHED}

ORDINANCE NO. 25-021

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD POD 2 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; AMENDING ORDINANCE 23-011 AS TO FINAL SITE PLAN APPROVAL, SEPARATION OF PODS, UNIFIED CONTROL, AND UNITY OF TITLE**; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property, generally located at or near Orange Avenue and 41st Street, was rezoned to the **Millcreek** Planned Development (PD), by Ordinance 23-011 by the City Commission at their meeting of February 21, 2023; and

WHEREAS, insofar as Ordinance 23-011 addressed unified control and unity of title, the City Commission desires that to be per POD within the **Millcreek** Planned Development (PD); and

WHEREAS, the **Millcreek** Planned Development (PD) comprises 80.7 Acres, and

WHEREAS, the property comprising approximately 62.51 acres of land and subject of this ordinance, is a single parcel located within the **Millcreek** Planned Development (PD), and subject to the Millcreek PD conceptual site plan; and

WHEREAS, the applicant seeks an amendment to the existing Planned Development (PD) zoning, to incorporate the '**Millcreek PD POD 2 Final Site Plan'** as a Final Planned Development (PD); and

WHEREAS, a map depicting the **Millcreek PD POD 2 Final Site Plan** is attached hereto as **"Exhibit A"**; and

WHEREAS, the proposed amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 10, 2025, meeting, voted 6 to 0 to recommend approval of the proposed request for these parcels; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

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SECTION 2. From and after the effective date hereof, the property being generally located north of Orange Avenue and west of 41st Street in Fort Pierce, Florida and having a zoning designation of Planned Development (PD) and parcel ID: 2407-124-0001-000-3, and having the legal description in "**Exhibit B"** shall hereby have its zoning amended to incorporate and approve **the Millcreek PD POD 2 Final Site Plan**, as depicted at **"Exhibit A"**, and the **Millcreek PD POD 2 Development Agreement** and conditions thereof, at "**Exhibit C",** attached hereto and incorporated herein.

SECTION 3. The Planned Development Zoning Agreement at Exhibit "C", attached hereto and incorporated herein, is approved.

SECTION 4. Ordinance 23-011 is amended so that each POD within the **Millcreek** Planned Development (PD) shall be treated separately for the approval of final site plans for each POD, with neither POD affecting the other POD's available entitlements, and any references to unified control and unity of title shall be understood to be per POD within the **Millcreek** Planned Development (PD).

SECTION 5. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 8. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

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Sara Hedges
City Attorney

STATE OF FLORIDA

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WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-021 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 6, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on July 21, 2025; and was duly introduced, read by title only, and passed on second and final reading August 4, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___th day of ____ 2025.

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Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox

(City Seal)

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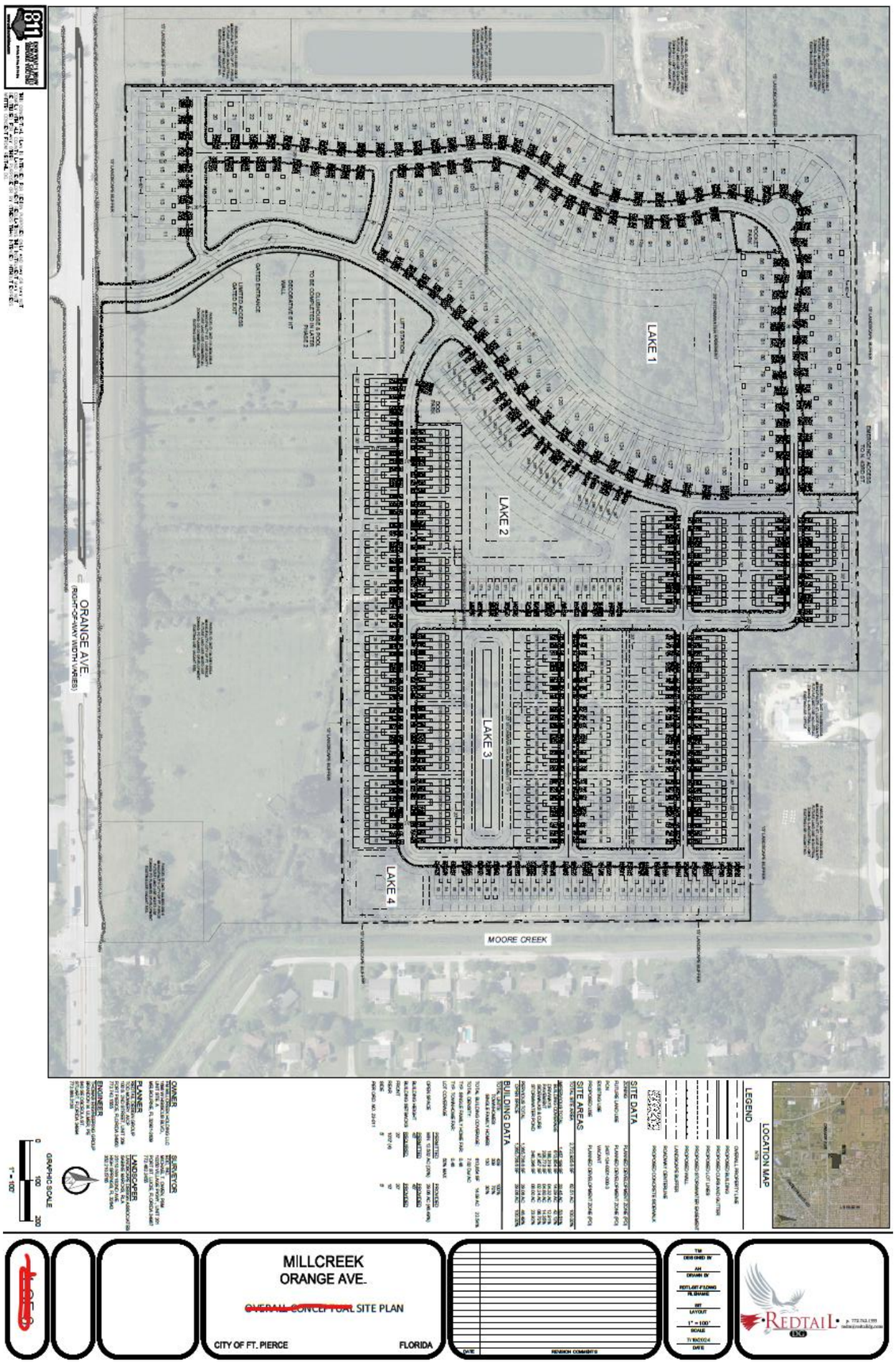

EXHIBIT B

Millcreek PD POD 2 Legal Description

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AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.
SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

EXHIBIT D

Millcreek PD Phase 1 Development Agreement
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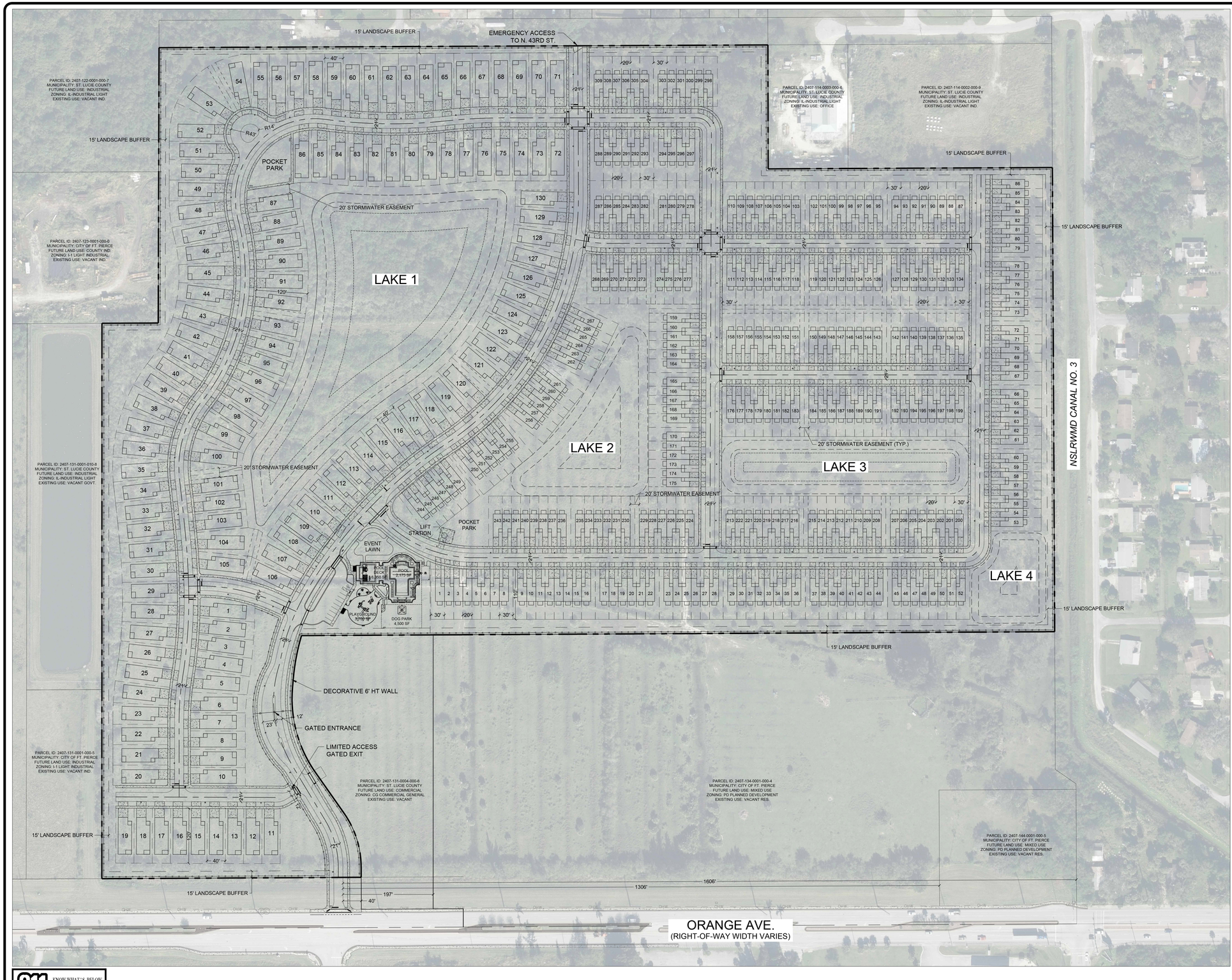

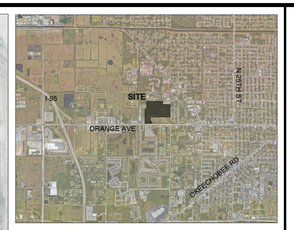

LEGAL DESCRIPTION

PARCEL A- A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4; LESS THE NORTH 2543 FEET SOUTH 2943 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

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AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SITE DATA

ZONING	PLANNED DEVELOPMENT ZONE (PD)
FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
PCN	2407-124-0001-000-3
EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

SITE AREAS

TOTAL SITE AREA	2,722,935.6 SF	62.51 AC	100.00%
IMPERVIOUS TOTAL	1,457,199 SF	33.45 AC	53.51%
BUILDING COVERAGE	613,854 SF	14.09 AC	42.12%
DRIVWAYS	188,319 SF	04.32 AC	12.91%
PAVEMENT	208,773 SF	04.80 AC	14.35%
SIDEWALKS & CURB	97,957 SF	02.24 AC	06.70%
STORMWATER POND	348,296 SF	08.00 AC	23.92%
PERVIOUS TOTAL	1,265,736.6 SF	29.06 AC	46.49%
OPEN SPACE	1,265,736.6 SF	29.06 AC	100.00%

BUILDING DATA

TOTAL UNITS:	439	100%	
TOWNHOMES:	309	70%	
SINGLE FAMILY HOMES:	130	30%	
TOTAL BUILDING COVERAGE:	613,854 SF	14.09 AC	22.54%
TOTAL DENSITY	7.02 Du/ AC		
TYP. SINGLE FAMILY HOME FAR:	0.48		
TYP. TOWNHOME FAR:	0.46		
LOT COVERAGE	50% MAX		

	PERMITTED	PROVIDED
OPEN SPACE	MIN. 12.502 AC (20%)	29.06 AC (46.49%)
	PERMITTED	PROVIDED
BUILDING HEIGHT	45'	45'
BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	20'	20'
REAR	10'/2' (4)	10'
SIDE	5'	5'

PER ORD. NO. 23-011

PARKING DATA

PAVILION: 300 SF
TOTAL PARKING PROVIDED: 10 SPACES
(INCLUDES 1 ACCESSIBLE SPACE)

GRAPHIC SCALE
0 100 200
1" = 100'

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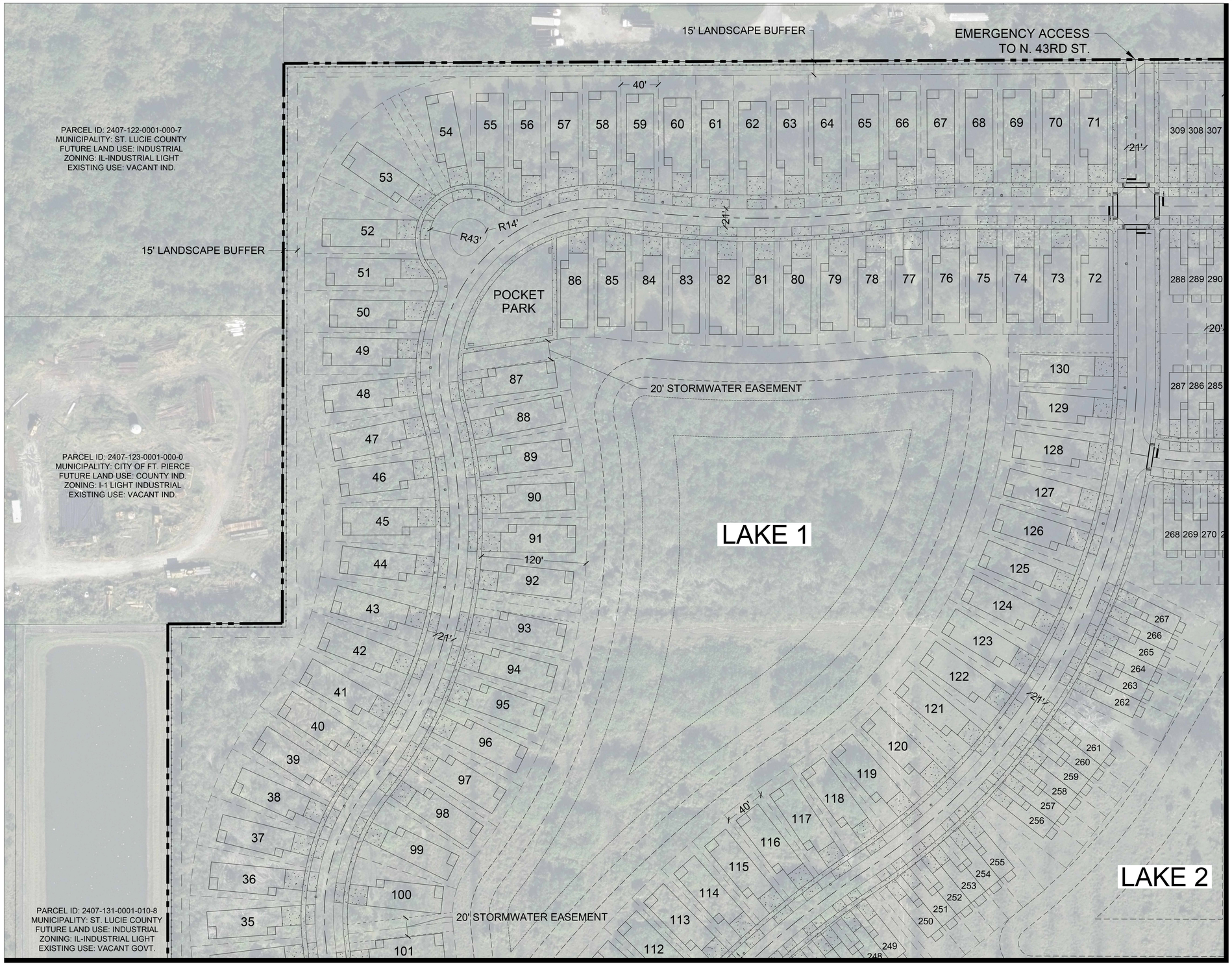
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

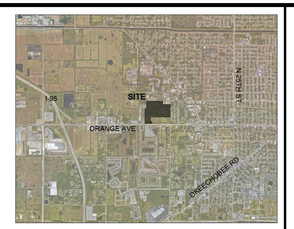
TM DESIGNED BY
AH DRAWN BY
ROT-SIT-F4 SUBMITTAL.DWG FILENAME
SIT LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
OVERALL CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA

SHEET 1 of 6





LEGAL DESCRIPTION

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SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SITE DATA

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FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
PCN	2407-124-0001-000-3
EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

SITE AREAS

TOTAL SITE AREA	2,722,935.6 SF	62.51 AC	100.00%
IMPERVIOUS TOTAL	1,457,199 SF	33.45 AC	53.51%
BUILDING COVERAGE	613,854 SF	14.09 AC	42.12%
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TOTAL UNITS:	439	100%	
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	PERMITTED	PROVIDED
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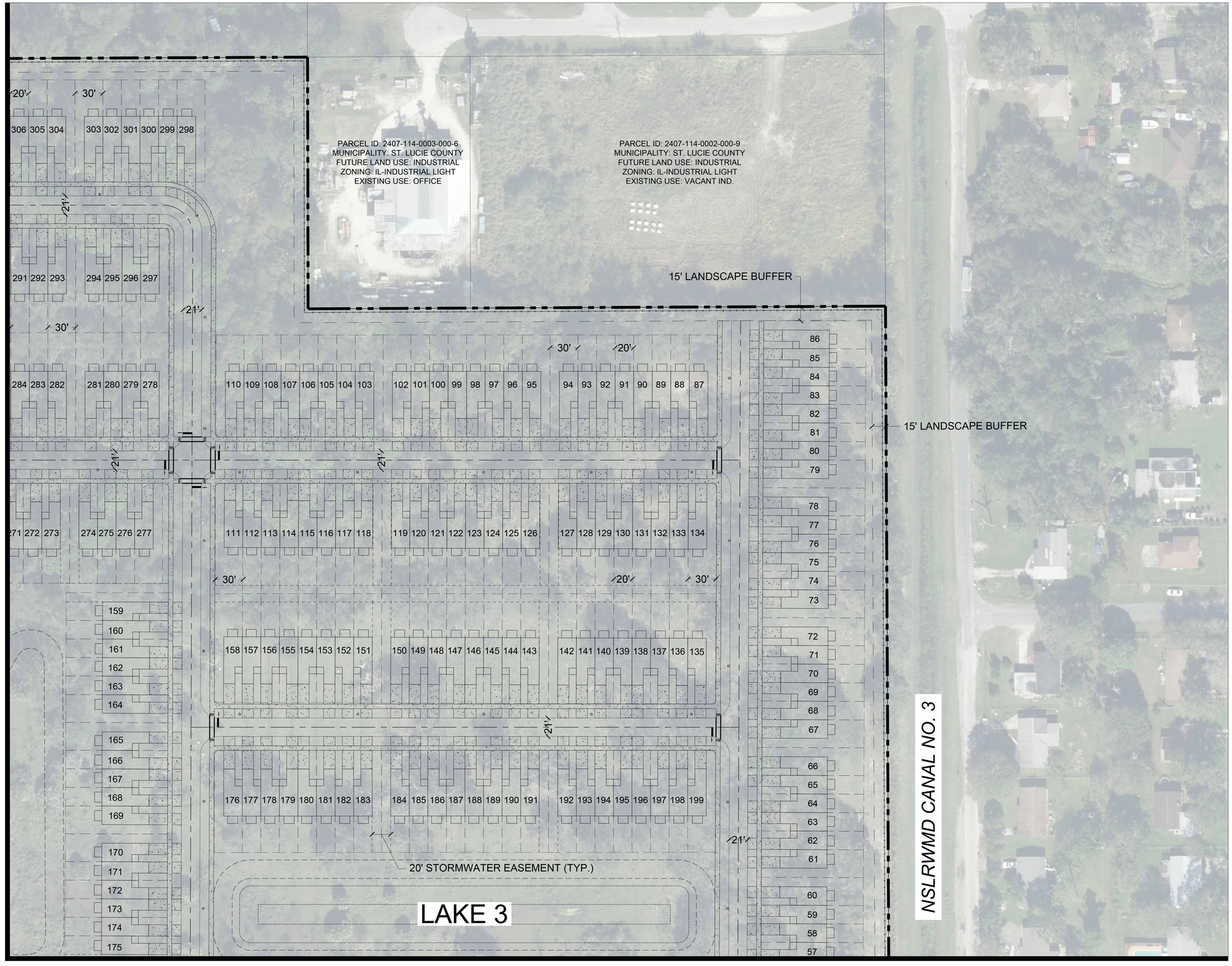

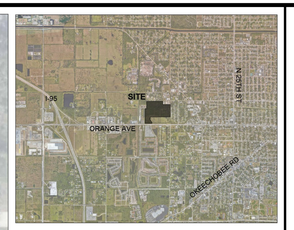

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	PERMITTED	PROVIDED
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REAR	10'/2' (4)	10'
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PER ORD. NO. 23-011

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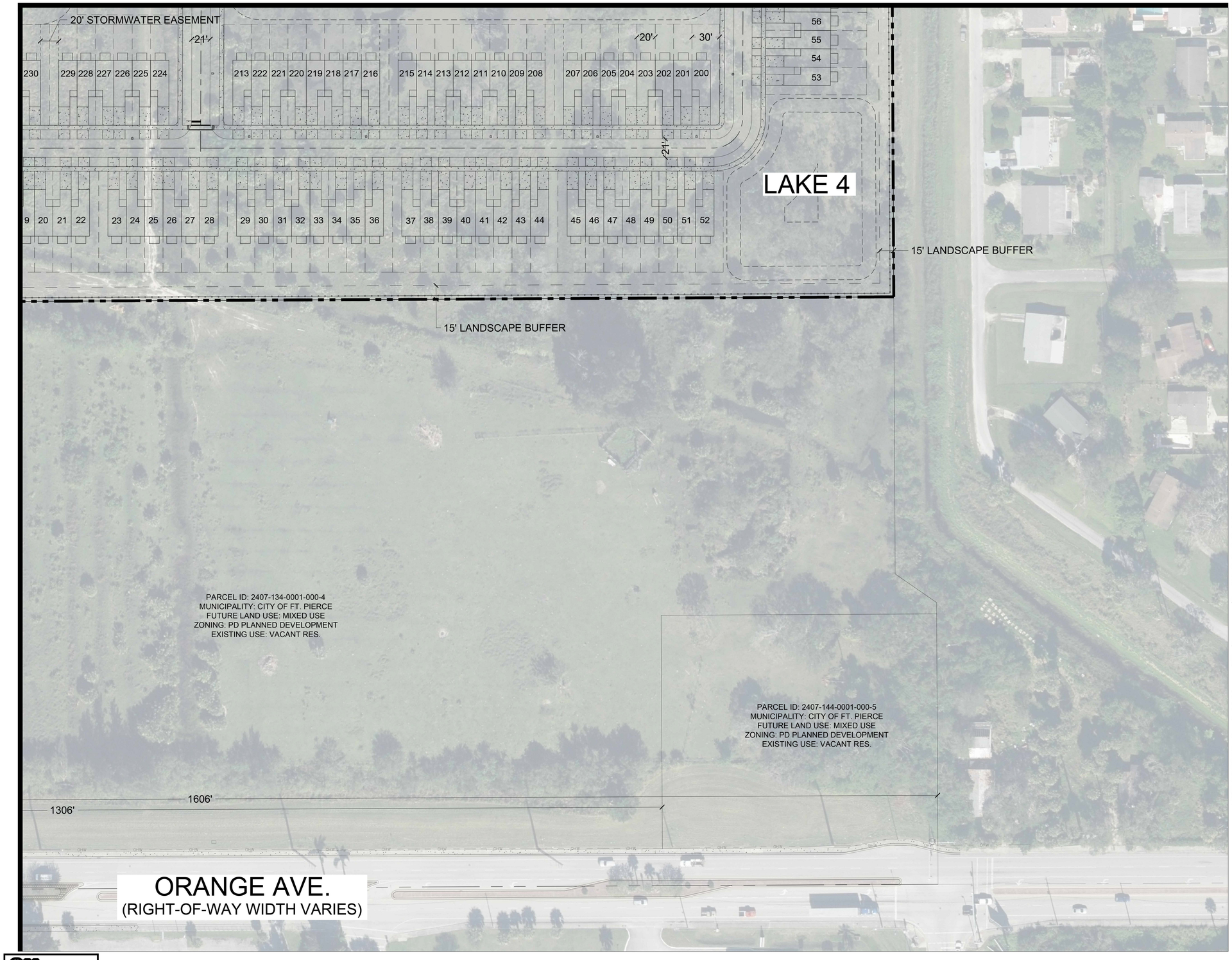
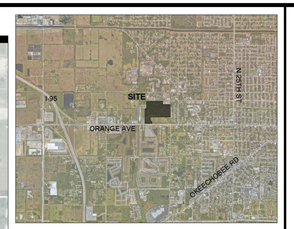
SHEET 3 OF 6





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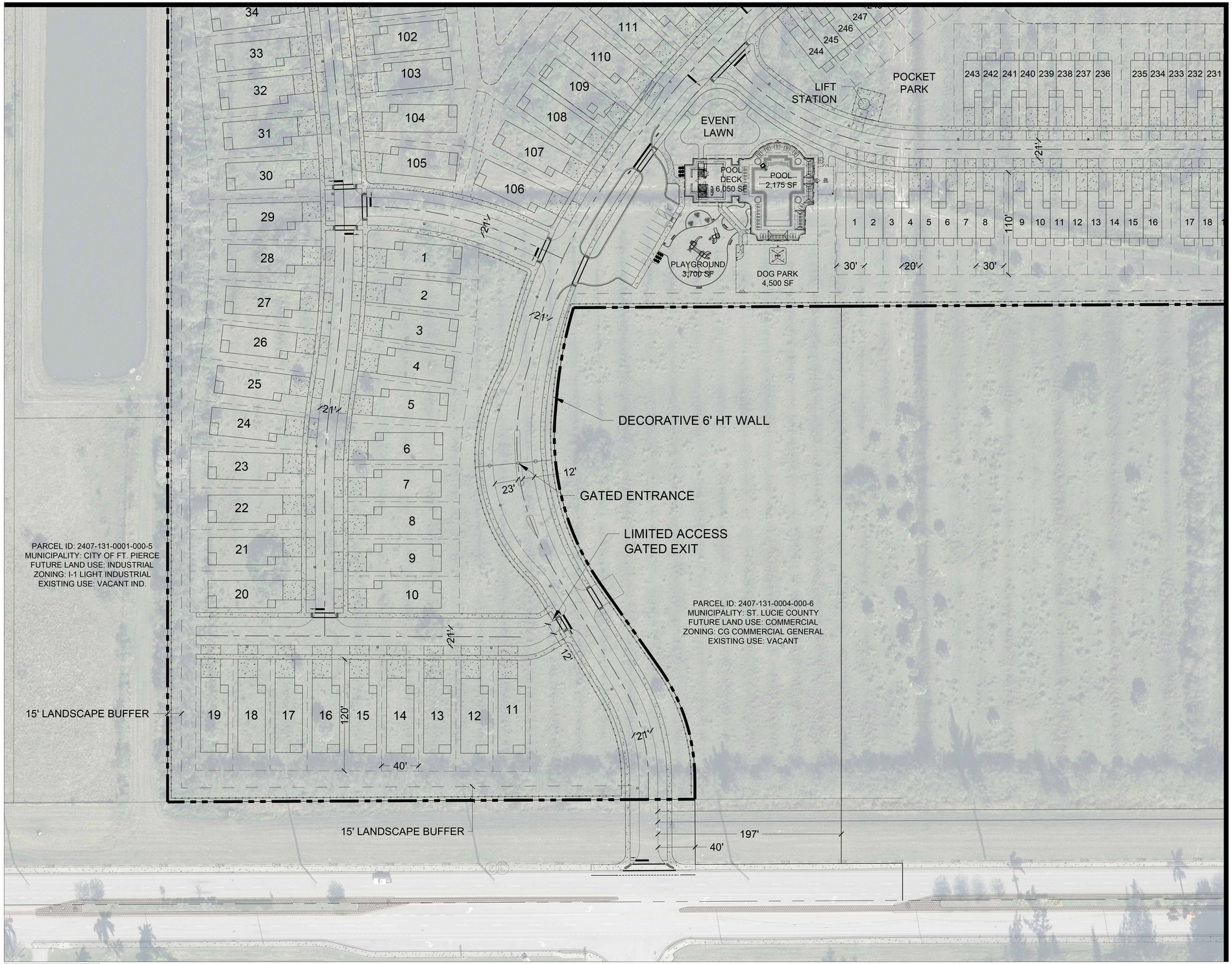

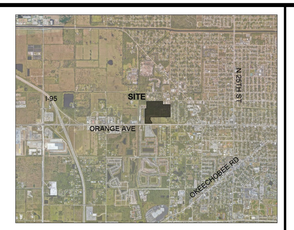

LEGAL DESCRIPTION

PARCEL A- A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4; LESS THE NORTH 2543 FEET SOUTH 2943 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B- A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS. LESS AND EXCEPT THE FOLLOWING PARCEL: A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'41" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SITE DATA

ZONING	PLANNED DEVELOPMENT ZONE (PD)
FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
PCN	2407-124-0001-000-3
EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

SITE AREAS

TOTAL SITE AREA	2,722,935.6 SF	62.51 AC	100.00%
IMPERVIOUS TOTAL	1,457,199 SF	33.45 AC	53.51%
BUILDING COVERAGE	613,854 SF	14.09 AC	42.12%
DRIVWAYS	188,319 SF	04.32 AC	12.91%
PAVEMENT	208,773 SF	04.80 AC	14.35%
SIDEWALKS & CURB	97,957 SF	02.24 AC	06.70%
STORMWATER POND	348,296 SF	08.00 AC	23.92%
PERVIOUS TOTAL	1,265,736.6 SF	29.06 AC	46.49%
OPEN SPACE	1,265,736.6 SF	29.06 AC	100.00%

BUILDING DATA

TOTAL UNITS:	439	100%	
TOWNHOMES:	309	70%	
SINGLE FAMILY HOMES:	130	30%	
TOTAL BUILDING COVERAGE:	613,854 SF	14.09 AC	22.54%
TOTAL DENSITY:	7.02 Du/ AC		
TYP. SINGLE FAMILY HOME FAR:	0.48		
TYP. TOWNHOME FAR:	0.46		
LOT COVERAGE	50% MAX		

	PERMITTED	PROVIDED
OPEN SPACE	MIN. 12.502 AC (20%)	29.06 AC (46.49%)
	PERMITTED	PROVIDED
BUILDING HEIGHT	45'	45'
BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	20'	20'
REAR	10'/2' (4)	10'
SIDE	5'	5'

PER ORD. NO. 23-011

PARKING DATA

PAVILION: 300 SF
TOTAL PARKING PROVIDED: 10 SPACES
(INCLUDES 1 ACCESSIBLE SPACE)

GRAPHIC SCALE
0 50 100
1" = 50'

2 3
5 4

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www.callsunshine.com

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REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

TM DESIGNED BY
AH DRAWN BY
FILENAME: SIT-5 LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA

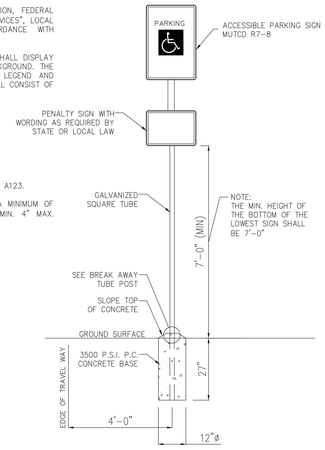
SHEET 5 OF 6

NOTES:
1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. THE TOP PORTION OF THE PARKING BY DISABLED PERMIT ONLY SIGN SHALL DISPLAY WHITE REFLECTIVE LEGEND AND BORDER WITH A BLUE REFLECTIVE BACKGROUND. THE BOTTOM PORTION OF THE SIGN SHALL DISPLAY AN OPAQUE BLACK LEGEND AND BORDER WITH A REFLECTIVE WHITE BACKGROUND. SIGN FABRICATION SHALL CONSIST OF ONE PANEL.
3. GALVANIZED SQUARE TUBE

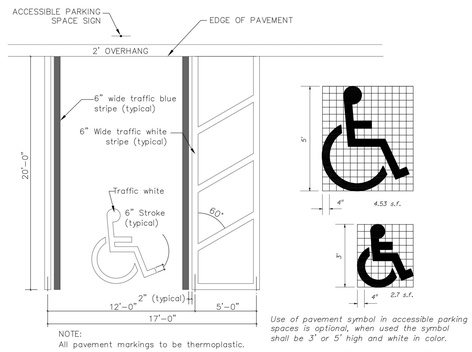
   POST TUBES – 2"x2"x3/16" 14ga
   POST TUBE SHALL MEET ASTM A1011 GRADE 50.
   POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

   ANCHOR TUBE – 2-1/4"x2-1/4"x3/16" 14ga
   HEAVY DUTY ANCHOR TUBE SHALL MEET ASTM A500 GRADE B.
   STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.

   THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12". THE ANCHOR TUBE SHALL BE A MINIMUM 27" DEEP WITH 3" MIN. 4" MAX. EXPOSED ABOVE FINISH GRADE.



ACCESSIBLE SIGN MOUNTING AND BASE
N.T.S

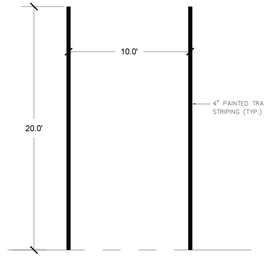


NOTE:
All pavement markings to be thermoplastic.

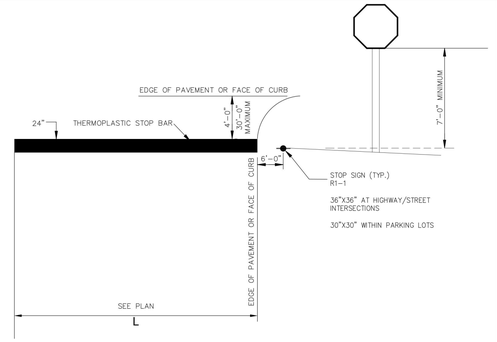
ACCESSIBLE PARKING STALL
N.T.S

Use of pavement symbol in accessible parking spaces is optional, when used the symbol shall be 3' or 5' high and white in color.

UNIVERSAL SYMBOL OF ACCESSIBILITY
N.T.S



TYPICAL PARKING DETAIL
N.T.S



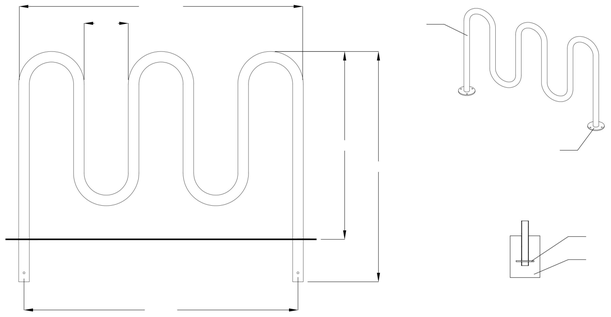
NOTES:
1. INSTALLATION OF STOP SIGNS SHALL BE IN ACCORDANCE WITH THE SECTION 28.04 OF THE MUTCD. MULTI-WAY STOP SIGNS SHALL BE PLACED ONLY IF APPLICABLE IN ACCORDANCE WITH SECTION 28.07 OF THE MUTCD. STOP SIGNS ARE USED TO INDICATE THAT TRAFFIC IS ALWAYS REQUIRED TO STOP AND SHOULD NEVER BE USED TO SLOW OR CALM TRAFFIC FLOW. STOP SIGNS SHALL BE OCTAGONAL AND AT LEAST 30 INCHES HIGH BY 30 INCHES WIDE WITH WHITE DIAMOND GRADE SHEETING BACKGROUND) AND CLEAR RED ELECTROCUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.
2. A STOP BAR OR LINE IS REQUIRED AT EACH LOCATION WHERE A STOP SIGN EXISTS. THE STOP BAR SHALL CONSIST OF A SOLID 24-INCH WIDE WHITE THERMOPLASTIC LINE THAT EXTENDS ACROSS THE APPROACH LANES TO INDICATE THE POINT AT WHICH THE STOP IS INTENDED OR REQUIRED TO BE MADE.

TYPICAL STOP BAR AND SIGN LOCATION DETAIL
N.T.S

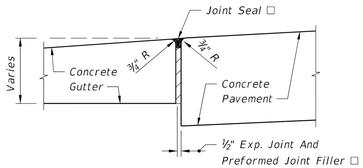
WHITE LEGEND RED BACKGROUND

R1-1
30" X 30"

STOP SIGN
N.T.S

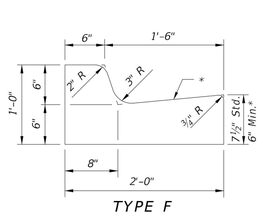


BICYCLE RACK DETAILS
N.T.S

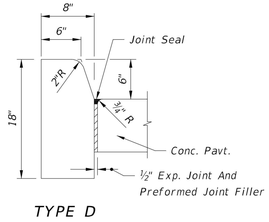


☐ *Applies to both high and low sides of pavement, low side shown.*

EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



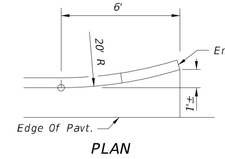
TYPE F



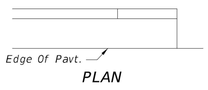
TYPE D

Note: *For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only.*

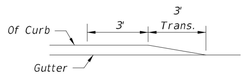
CONCRETE CURB



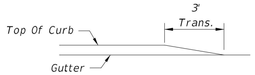
PLAN



PLAN



PROFILE FLARED END



PROFILE STRAIGHT END

CURB AND GUTTER TYPE F

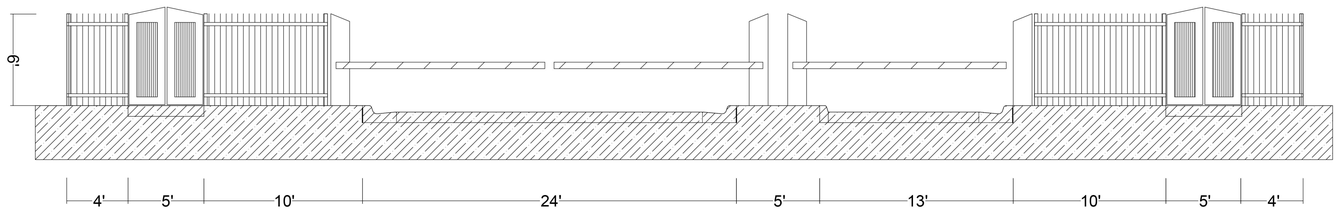
CURB AND GUTTER ENDINGS

* *When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.*

◪ *Rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.*

For use adjacent to concrete or flexible pavement. For details depicting usage adjacent to flexible pavement, see Sheet 2. Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only.

CONCRETE CURB AND GUTTER DETAILS
N.T.S



GATED ENTRY SECTION*

* EXACT DESIGN TO BE SPECIFIED AT LATER STAGE

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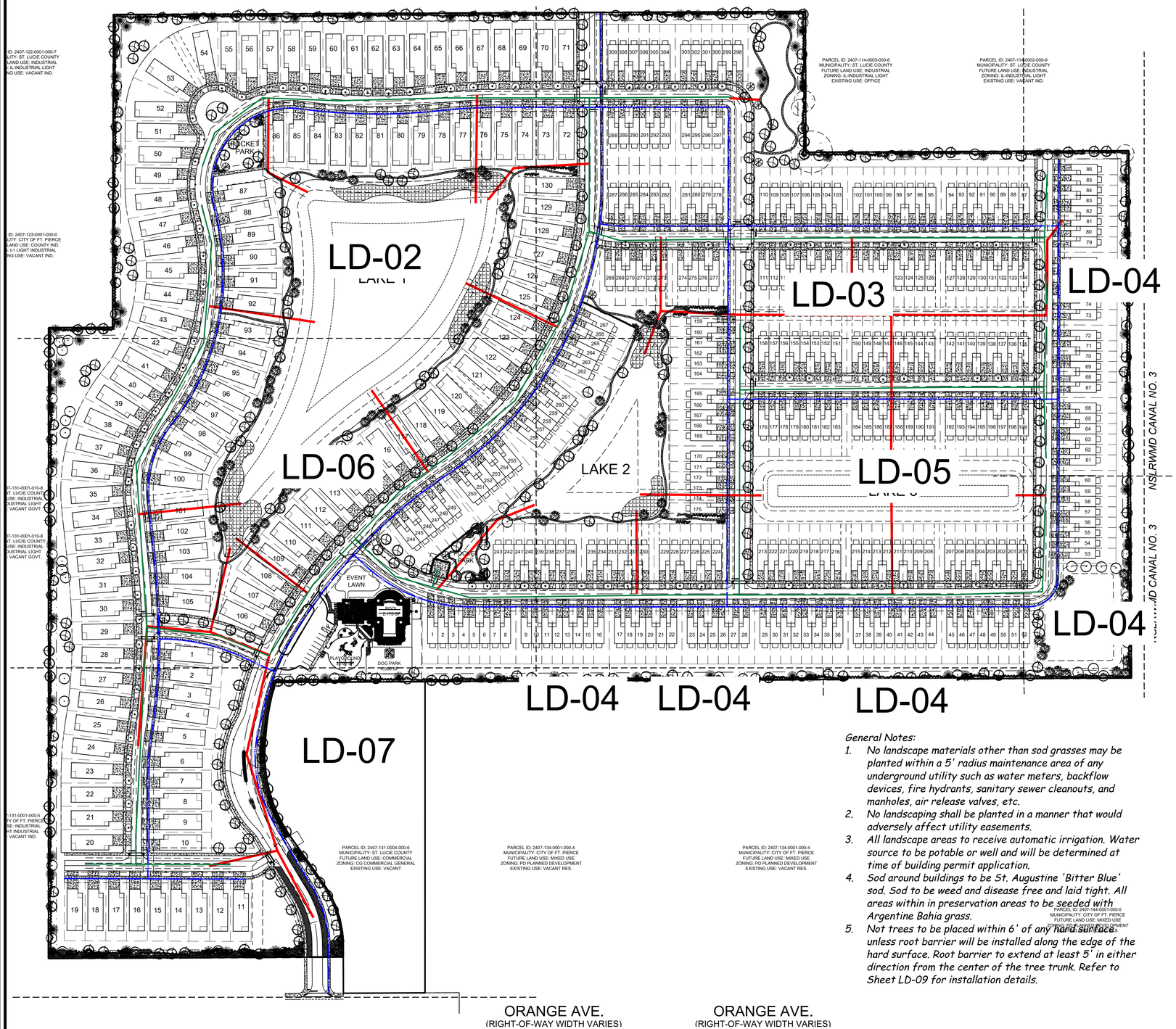
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

DESIGNED BY	DRAWN BY	FILENAME	LAYOUT	SCALE	DATE
TM	AH	ROT...SIT #4 SUBMITTAL.DWG	DET		

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
DETAILS
CITY OF FT. PIERCE
FLORIDA

SHEET 6 OF 6



Landscape Legend:

Symb	Qty	Tag	WU	Name (N) Native (F) Flowering Tree (E) Evergreen
	Trees:			
	69	AR		Red Maple (N)(F) Acer rubrum, FG, 12' Ht, 5' Spr., 2.5" DBH
	80	IC		Dahoon Holly (N)(E) Ilex cassine, FG, 12' ht, 5' Spr., 2.5" DBH
	87	PE		Slash Pine (N)(E) Pinus eliottii 'densa', FG, 12' ht, 5' Spr., 2.5" DBH
	313	QV		Live Oak (N)(E) Quercus virginiana, FG, 12' Ht, 5' Spr., 2.5" DBH
	123	SP		Cabbage Palm (N) (3:1) relocated from site
	10	TA		Yellow Tabebuia (F) Tabebuia argentea, FG, 12' Ht, 5' Spr., 2.5" DBH
	76	TD		Bald Cypress (N) Taxodium distichum, FG, 12' ht, 5' Spr., 2.5" DBH
	Accents:			
	10	CRI		Crinum Lily Crinum asiaticum 'Queen Emma, 7 gal, 36" oc
	6	HIS		Hibiscus Standard, 'Tequila' Hibiscus rosa-sinensis, 7 gal, STD, 36" ht
	Shrubs:			
	1345	FOR		Florida Privet (N) Foresteria segregata, 3 gal, 24" ht, 36" o.c.
	848	HAM		Dwarf Firebush (N)(F) Hamelis patens 'Calusa', 3 gal, 18" ht, 36" o.c.
	265	MUH		Muhly Grass Muhlenbergia capillaris, 3 gal, 36" oc
	668	MYR		Wax Myrtle (N) (E) Myrica cerifera, 3 gal, 24"x18", 36" o.c.
	643	SER		Saw Palmetto (N) Serenoa repens, 3 gal, 48" oc
	76	TRI		Fakahatchee Grass (N) Tripsacum dactyloides, 3 gal, 36" oc
	239	ZAM		Coontie (N)(E) Zamia pumila, 3 gal, 36" oc
	Groundcover:			
	5138 sf	ARA		Perennial Peanut Arachis glabrata 'Ecoturf', sod form
	78	LAN		Pineland Lantana (N) Lantana depressa, 1 gal, 6"x12", 36" o.c.
	128	LIR		Liriope Liriope muscari 'Emerald Godess', 1 gal, 12" oc
	98	PEN		Pentas Pentas lanceolata 'New Look Red', 1 gal, 6" ht, 12" oc.

General Notes:

1. *No landscape materials other than sod grasses may be planted within a 5' radius maintenance area of any underground utility such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc.*
2. *No landscaping shall be planted in a manner that would adversely affect utility easements.*
3. *All landscape areas to receive automatic irrigation. Water source to be potable or well and will be determined at time of building permit application.*
4. *Sod around buildings to be St. Augustine 'Bitter Blue' sod. Sod to be weed and disease free and laid tight. All areas within in preservation areas to be seeded with Argentine Bahia grass.*
5. *Not trees to be placed within 6' of any hard surface unless root barrier will be installed along the edge of the hard surface. Root barrier to extend at least 5' in either direction from the center of the tree trunk. Refer to Sheet LD-09 for installation details.*

Landscape Data:

Exterior Landscape:

Buffer against other Property Lines:			
North:	2,266- 50' driveway =2,176 x10' = 21,760 sf/300		73 trees
East:	1,016'x10' = 10,160 sf/300		34 trees
West:	1,942'x10 = 19,420 sf/200		65 trees
Buffer against R/W line:			
South: 2,218'-100' driveway = 2,118 x10 = 21,180 sf/300			71 trees
Interior Landscape			
Total VUA area:	204,339 sf		
Landscape Area required:	1 sf/15 sf VUA	13,623 sf	
Total Interior trees required:	1 tree/100 sf		136 trees
Landscape area provided:		36,737 sf	
Total trees required:			378 Trees
Total trees provided:			638 Trees

Tree Mitigation

Native trees, 14" or greater, on site:		
Total:		10,099 inches
Native trees, 14" or greater removed:		10,024 inches
Native trees preserved:		75 inches
Mitigation required:		19,898 inches
Mitigation provided:		
Extra Trees planted: 247 trees @ 2.5"		618 inches
and payment of $5,784,150 into mitigation fund		
Palm Tree Mitigation		
Palm Trees on site:	172 trees	
Palm trees relocated on site:	172 trees	

Graphic Scale
100 50 0 100
Scale: 1" = 100'

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Revisions	
Date	Comments
11.15.2024	per staff comments

Scale: 1" = 100'
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

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Millcreek
City of Fort Pierce
Overall Landscape Plan

LICENSED LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

LD-01

01-000-7
COUNTY
JSTRIAL
. LIGHT
T IND.

01-000-0
T. PIERCE
NTY IND.
ISTRIAL
IT IND.

POCKET PARK

LAKE 1

3' Mulch Path, typ.

Littoral Zone, typ.

10' Utility Offset, typ.

Match Line LD-03

Match Line LD-06

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale: 1" = 30'
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

Revisions
Date: 11.15.2024
Comments: per staff comments.

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Millcreek
City of Fort Pierce
Landscape Plan

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

Graphic Scale
30 15 0 30
Scale: 1" = 30'

LD-02

3' Mulch Path

Ex. Tree, to remain, typ.

PARCEL ID: 2407-114-0003-000-6
MUNICIPALITY: ST. LUCIE COUNTY
FUTURE LAND USE: INDUSTRIAL
ZONING: IL-INDUSTRIAL LIGHT
EXISTING USE: OFFICE

PARCEL ID: 2407-114-(
MUNICIPALITY: ST. LUC
FUTURE LAND USE: IN
ZONING: IL-INDUSTRI
EXISTING USE: VAC

Match Line LD-02

Match Line LD-04

Match Line LD-05

Graphic Scale
30 15 0 30
Scale: 1" = 30'

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale: 1" = 30'
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

Revisions
Date: 11.15.2024
Comments: per staff comments

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Millcreek
City of Fort Pierce
Landscape Plan

LA0001733
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA

LD-03

Ex. Tree, to remain, Typ,

Match Line A

Match Line LD-03

Match Line LD-05

Match Line B

Match Line C

Match Line D

Match Line LD-7

LAKE 4

N

W E

S

Graphic Scale

30 15 0 30

Scale: 1" = 30'

Match Line LD-04

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Millcreek

City of Fort Pierce

Landscape Plan

LD-04

Match Line LD-03

LAKE 2

LAKE 3

3' Mulch Path, typ.

Littoral Zone, typ.

Match Line LD-06

Match Line LD-04

Match Line LD-04

Graphic Scale

Scale: 1" = 30'

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Millcreek

City of Fort Pierce

Landscape Plan

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

LD-05

Match Line LD-02

Match Line LD-05

Match Line LD-07

Refer to Landscape Plans prepared by Basham & Lucas for details in this area

EVENT LAWN

POOL SF

POCKET PARK

PLAYGROUND 3,700 SF

DOG PARK 4,500 SF

Graphic Scale

Scale: 1" = 30'

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City of Fort Pierce
Landscape Plan

REGISTERED LANDSCAPE ARCHITECT
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STATE OF FLORIDA

LD-06

Match Line LD-06

Match Line LD-04

4,500 SF

PARCEL ID: 2407-131-0004-000-6
MUNICIPALITY: ST. LUCIE COUNTY
FUTURE LAND USE: COMMERCIAL
ZONING: CG COMMERCIAL GENERAL
EXISTING USE: VACANT

PARCEL ID: 24
MUNICIPALITY: (
FUTURE LAND
ZONING: PD PLAN
EXISTING US

Graphic Scale
30 15 0 30
Scale: 1" = 30'

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Millcreek
City of Fort Pierce
Landscape Plan

LA0001733
STATE OF FLORIDA

LD-07

PLANTING NOTES:

FERTILIZER

FERTILIZERS SHALL BE SLOW RELEASE, UNIFROM IN COMPOSITION, DRY AND FREE FLOWING. THE FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURERS STATEMENT OF ANALYSIS,AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN,SIX (6) PERCENT PHOSPHOROUS,AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB PER 3 GAL POT, 1/4 LB PER 1 GAL POT) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE A 5-10-10 ANALYSIS. A 14-14-14 FERTILIZER ANALYSIS IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB PER 5' OF SPREAD). AGRIFORM TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS,FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES SHALL BE APPLIED ALONG WITH THE FERTILIZER PROCESS (1 WITH 1 GAL PLANTS, 2 WITH 3 GAL PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER). MAGNESIUM SULFATE SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB PER INCH OF TRUNK CALIPER. MANGANESE SHALL BE APPLIED AT THE SAME RATE.

MULCH

MULCH MATERIAL SHALL BE COLORED 'A' GRADE CERTIFIED RE-CYCLED MULCH AND MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT. MULCH SHALL BE APPLIED TO A MINIMUM OF 3" DEPTH IN PLANTING BEDS. MULCH SHALL NOT BE PLACED WITHIN 6" OF TREE OR PALM TRUNKS.

SOD

THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS,ABSOLUTELY TRUE TO VARIETAL TYPE,AND FREE FROM WEEDS,FUNGUS,INSECTS AND DISEASE OF ANY KIND.

SUBSTITUTIONS

NO SUBSTITUTION OF PLANT MATERIAL TYPES OR SIZES WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT OF RECORD. CONTAINER GROWN MATERIAL WILL NOT BE ACCEPTED AS A SUBSTITUTE FOR B & B MATERIAL UNLESS PREVIOUSLY APPROVED. INTENDED SUBSTITUTIONS SHALL BE SPELLED OUT IN BID.

MEASUREMENTS

SHADE TREES: HEIGHT SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

SHRUBS: HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT AREA NOT TO INCLUDE ANY TERMINAL GROWTH.

PALMS: CLEAR TRUNK SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR HEAD.

GREY WOOD (G.W.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO TOP OF THE HARDENED TRUNK.

OVERALL HEIGHT (O.A.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE AVERAGE FROND HEIGHT.

PALMS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

PLANTING SOIL AND BACKFILL

TOPSOIL SHALL CONSIST OF A STABILIZED MIXTURE OF GROUND YARD TRIMMINGS AND POSSIBLY BIOSOLIDS PROCESSED ACCORDING TO STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDELINES FOR THE PROCESSING AND DISTRIBUTION OF SEWAGE SLUDGE COMPOST. RECYCLED TOPSOIL SHALL ONLY BE OBTAINED FROM A STATE PERMITTED RECYCLING FACILITY WHICH IS ALSO D.O.T. CERTIFIED AND STORES PRODUCT ON A PAD WITH A CURRENT NEMATODE CERTIFICATION FROM FLORIDA DEPARTMENT OF AGRICULTURE. RECYCLED TOPSOIL SHALL HAVE THE FOLLOWING CHARACTERISTICS:

- WEED FREE
- MOISTURE CONTENT 50% BY WEIGHT MAXIMUM
- WATER HOLDING CAPACITY 200% BY WEIGHT MINIMUM
- CARBON TO NITROGEN RATIO LESS THAN 25 TO 1
- ORGANIC MATTER CONTENT 40% BY DRY WEIGHT MINIMUM
- SOLUBLE SALTS LESS THAN 3 MMHOS/CM
- PH RANGE 7.0 - 7.9
- MINIMUM NUTRIENT LEVELS AS FOLLOWS:

MACRO NUTRIENTS: NITROGEN (N) - 1% MINIMUM, WATER INSOLUBLE NITROGEN 90% MINIMUM, PHOSPHORUS (P) - 0.5% MINIMUM, POTASSIUM (K) - 0.2% MINIMUM AND OTHER MACRO AND MICRO NUTRIENTS. THE RECYCLED TOPSOIL SHALL CONTAIN LEVELS OF THOSE MICRO NUTRIENTS NECESSARY FOR PLANT GROWTH. THESE INCLUDE CALCIUM, MAGNESIUM, SULFUR, BORON, COPPER, IRON, MANGANESE AND MOLYBDENUM. TOPSOIL NOT MEETING THESE REQUIREMENTS WILL NOT BE ACCEPTED.

BACKFILL:

ALL NEW AND TRANSPLANTED PLANT MATERIAL (INCLUDING NEW SOD) SHALL BE PLANTED ONLY AFTER PREPARATION OF EXISTING SOIL AS FOLLOWS: SPREAD A LAYER OF 3" DEPTH OF RECYCLED TOPSOIL (AS DEFINED ABOVE) OVER THE ENTIRE PLANTING AREA. THE TOPSOIL SHALL THEN BE UNIFORMLY DISKED, TILLED OR AERIFIED INTO THE EXISTING SOIL TO A DEPTH OF 12" UNDERNEATH SHRUBS AND GROUNDCOVERS, 6" UNDERNEATH SOD AND TO A DEPTH OF 36" FOR THE TREE PITS, WITH THE FOLLOWING EXCEPTION: NO ROTOTILLING OR DISKING SHALL OCCUR CLOSER TO THE TRUNKS OF ESTABLISHED PLANTS THAN ONE HALF (1/2) THE DISTANCE OF THE CANOPY FURTHER OUT FROM THE DRIP LINE OF THE EXISTING PLANT CANOPY. ALL PLANTS, INCLUDING HEDGES AND GROUND COVER SHALL BE PLANTED IN INDIVIDUALLY DUG HOLES AND THE MATERIAL DUG FROM THE HOLES SHALL THEN BE FURTHER MIXED WITH THE PREPARED SITE SOIL PRIOR TO BACKFILLING OF THE PLANTING HOLES AROUND THE ROOT BALLS. NO ADDITIONAL BACKFILL SOIL SHALL BE USED.

AN EXCEPTION ARE PLANTING PITS FOR CABBAGE PALMS, WHICH SHALL BE BACKFILLED WITH CLEAN NATIVE SAND ONLY.

REMOVE EXCESS MATERIAL TO PROVIDE PROPER FINISHED GRADE.

PLANT MATERIALS

TREES, PALMS, SHRUBS,GROUND COVERS:

PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED IN THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE NORMAL FOR THE VARIETY AND FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY.

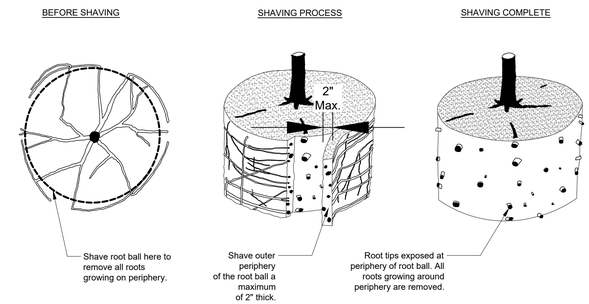
ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT, WHERE REQUIREMENTS ARE OMITTED FROM THE PLANT LIST. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN HEALTHY GROWING CONDITION. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

GENERAL NOTES:

1. THE CONTRACTOR SHALL PERSONALLY ACQUAINT HIM/HER SELF WITH THE EXISTING SITE CONDITIONS AND THE EXTENT AND SCOPE OF WORK REQUIRED.
2. THE PLANT LIST INDICATES THE NAMES, SIZES AND SPACING OF SPECIFIC PLANT MATERIALS. QUANTITIES HAVE BEEN PROVIDED TO THE CONTRACTOR AS A CONVENIENCE, THE CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITY COUNT. IN CASE OF DISCREPANCIES BETWEEN THE DRAWINGS AND PLANT LIST, THE QUANTITIES ON THE PLANT LIST SHALL PREVAIL.
3. NO SUBSTITUTES ON VARIETIES LISTED WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT.
4. PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
5. THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD.
6. ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
7. ALL TREES MUST BE STAKED AS SHOWN ON THE LANDSCAPE DETAIL SHEET WITHIN 24 HRS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 12 MONTH BUT NO LONGER THAN 18 MONTH. CONTRACTOR RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
8. ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT DIRECTION.
9. ALL SOD EDGES SHALL BE TRIMMED AS PER THE LANDSCAPE ARCHITECTS DIRECTION.
10. ALL SHRUBS, TREES, GROUNDCOVERS, AND SOD AREAS SHALL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. WILDFLOWER AREAS SHALL BE NATIVE TOPSOIL ONLY.
11. DO NOT ALLOW AIR POCKETS TO FROM WHEN BACKFILLING.
12. SOAK PLANTS IMMEDIATELY WITH WATER FOLLOWING PLANTING.
13. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE.
14. DO NOT BREAK ROOTBALL. SHAVE ROOTBALL OF TREES PER DETAIL BELOW.
15. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE ON LOCALITY OF THE PROJECT.
16. THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE,, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF THE CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.
17. THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.
18. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR REPRESENTATIVE SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF FINAL ACCEPTANCE THE ONE (1) YEAR PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR IN THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM, AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS DURING THE GUARANTEE PERIOD UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.
20. ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION AS WELL AS ALL COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTORS BID TO PERFORM THE WORK PRESENTED IN THIS PLAN SET.
21. NO LANDSCAPING ADDED UNDER THIS PROJECT SHALL BE LOCATED SUCH THAT SAID LANDSCAPING OBSCURES MOTORIST'S VISIBILITY OF ANY EXISTING SIGN(S).
22. 100% OF REQUIRED SHRUBS ARE DROUGHT TOLERANT.

BEFORE SHAVING | SHAVING PROCESS | SHAVING COMPLETE



Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

2- Shaving can be performed just prior to planting or after placing in the hole.

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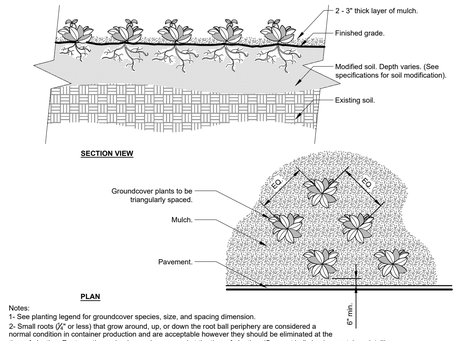
ROOT BALL SHAVING CONTAINER DETAIL



Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (⅛" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

GROUNDCOVER

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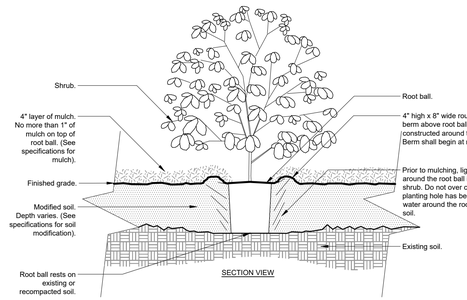

Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

SHRUB - MODIFIED SOIL

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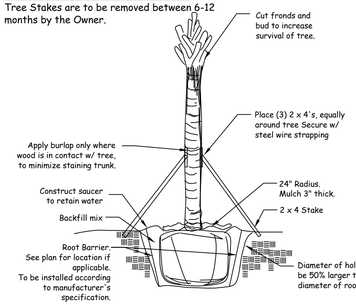
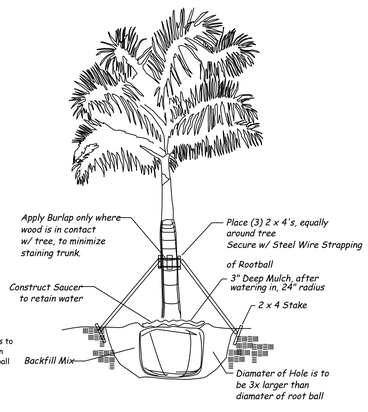
Palm Planting Detail

NTS

Tree Stakes are to be removed between 6-12 months by the Owner.

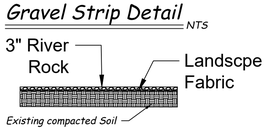




Watering Schedule			
Item	**Water**	**Month**	**No. of Applications**
Palms	20 gal	1	12
Large Trees	30 gal	2	12
Small Trees	20 gal	3	8
Large Shrubs	10 gal	4	8
Small Shrubs	5 gal	5	5
Groundcover	5 gal		
Total Applications			**45**

Gravel Strip Detail

NTS

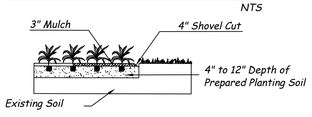


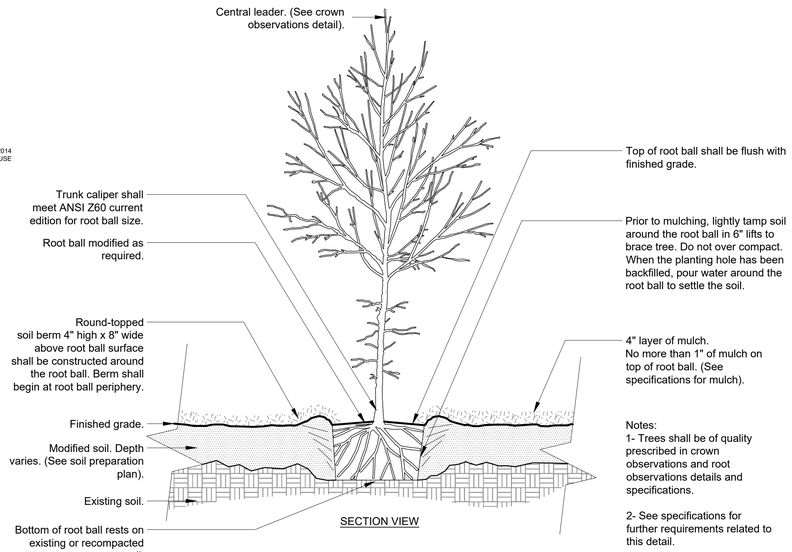
ABBREVIATIONS:

C.T.- CLEAR TRUNK
Ht.- HEIGHT
O.C.- ON CENTER
Spr.- SPREAD

Planting Edge at Sod Detail

NTS





Notes:
1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

TREE w/ BERM (EXISTING SOIL MODIFIED)

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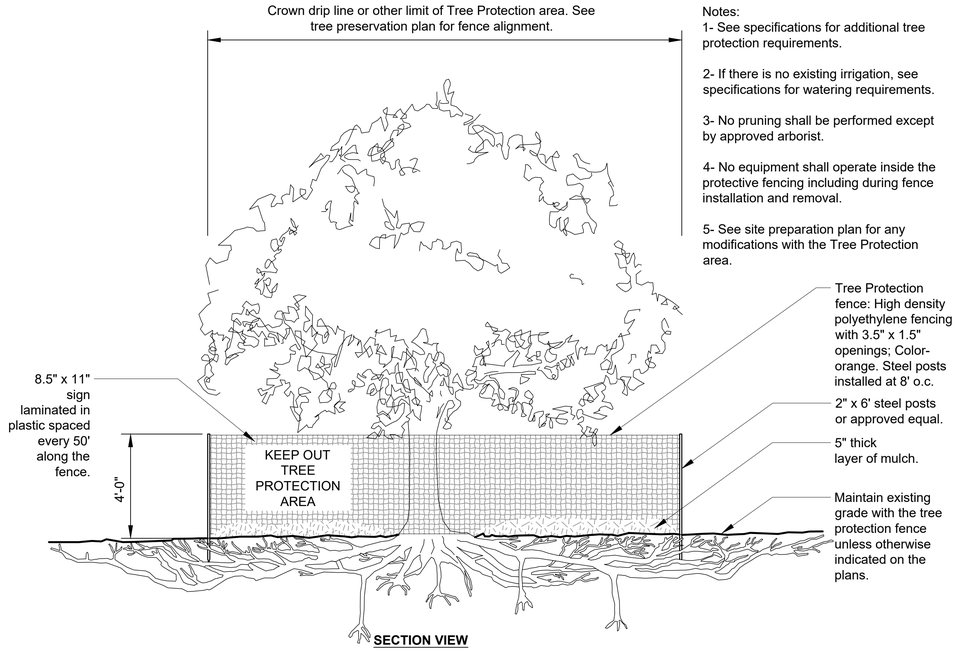
Millcreek
City of Fort Pierce
Landscape Notes & Details

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

LD-08



Notes:
1- See specifications for additional tree protection requirements.

2- If there is no existing irrigation, see specifications for watering requirements.

3- No pruning shall be performed except by approved arborist.

4- No equipment shall operate inside the protective fencing including during fence installation and removal.

5- See site preparation plan for any modifications with the Tree Protection area.

S-X TREE PROTECTION

1/4" = 1'-0"

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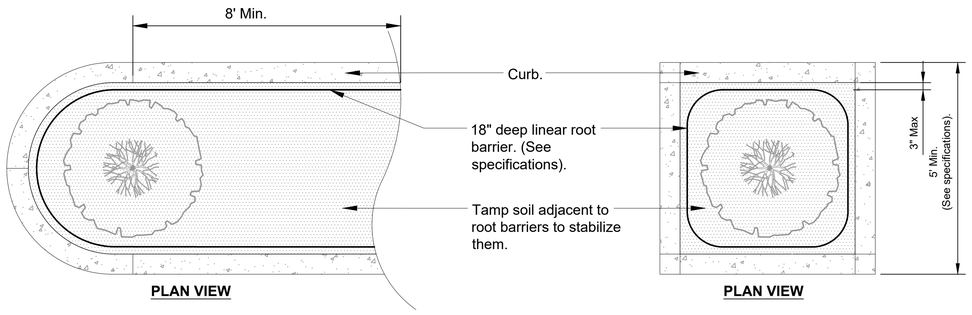
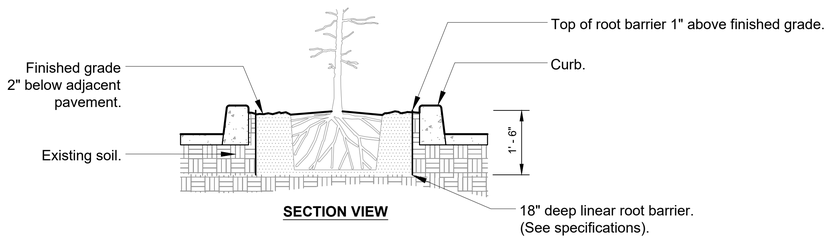
L_tree protection_safety netting





Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

2- Root barriers shall be installed when root ball is located within 6' of pavement.

ROOT BARRIERS - PARKING LOT ISLANDS

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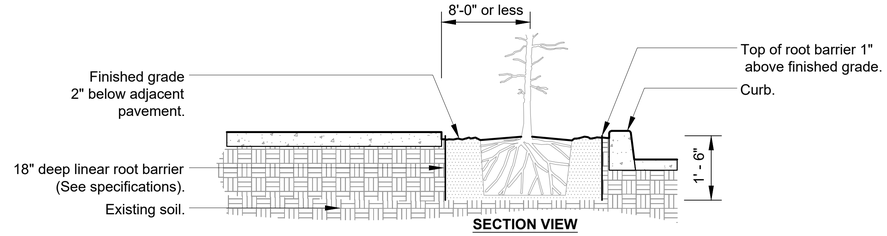

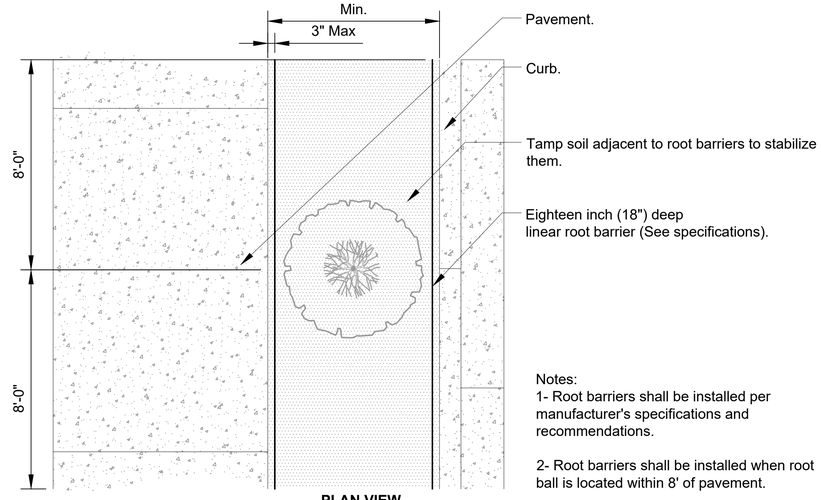

Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

2- Root barriers shall be installed when root ball is located within 8' of pavement.

S-X ROOT BARRIERS

3/8" = 1'-0"

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L_site preparation_rootbarriers

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale: NTS
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

Revisions
Date | Comments

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Millcreek
City of Fort Pierce

Landscape Notes & Details

REGISTERED LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

LD-09

Littoral Planting Specifications

Part 1: General Notes

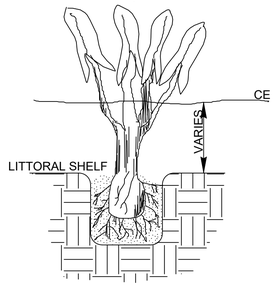
1. *The contractor shall confirm water elevation is stable at the control elevation level (C.E.) prior to installing any littoral plant material.*
2. *The contractor shall verify littoral shelf elevations and stabilization and confirm proper grade relationship for littoral plant materials specified prior to installation.*
3. *Littoral planting zone shall be staked by the contractor for approval by the owner or the owner's representative prior to installation.*
4. *The contractor shall be responsible for any damage to existing plant material along the shoreline and for coordinating with other contractors on the job site.*
5. *All littoral plant material shall comply with applicable State and local rules and regulations.*
6. *Lake shoreline bank above the C.E shall be sodded where applicable prior to littoral planting installation. All sodded areas shall be installed a minimum of 1' clear of the C.E..*
7. *The Contractor shall be responsible for inspecting and accepting contract documents and/or indicating necessary changes to contract documents at time of bid. Changes or necessary field adjustments must be approved by County and Landscape Architect.*

Part 2: Materials

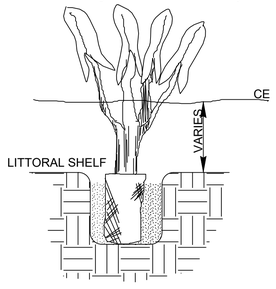
1. *All littoral plants indicated are naturally occurring species indigenous to the area. Naturalistic plantings as shown on contract documents shall be adhered to by the contractor.*
2. *All container grown materials shall be healthy, vigorous, well-rooted plants and established in the container so that the root mass will retain its shape and hold together when removed from the container. The plants shall have tops which are of good quality and are in a healthy growing condition.*
3. *All container grown or bare root littoral plant materials shall be grown or field collected by a certified nursery grower. Field grown plants area recommended wherever possible.*
4. *Field collected plants should be cleaned and void of all native soil. Soil removal eliminates transport and establishment of plant/animal pests.*
5. *All littoral plant materials should exhibit healthy white roots with active growing bud sites and shall have adequate root mass to support plant growth.*
6. *Root bound littoral plants will not be accepted.*
7. *Littoral plants shall not be handled by stems or foliage.*

Part 3: Execution

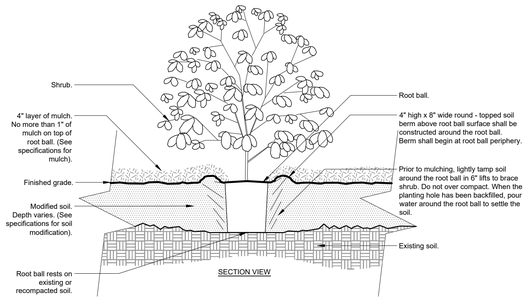
1. *Depth for littoral planting are to be established from the Lake systems C.E..*
2. *After transport, bare rooted littoral plant materials shall be protected to prevent dehydration and shall be installed within 48 hours after collection. (Plants shall be staged in water until installed).*
3. *Nuisance and invader species such as Typha (Cattails) and Water-Primrose shall be hand removed on a regular monthly basis for a period of one year Preventative spraying where applicable by an aquatic-approved herbicide for invasive plant materials should coincide with pre-planting practices.*
4. *Littoral planting establishment shall be performed on stabilized slopes conforming to grades set from the CE.. P*
5. *Planting shall not occur until the construction of all structures within the water management tract and drainage easements associated therewith, and the final grading of the water management tract and the adjacent area draining directly into the water management tract is complete and proper water quality is achieved.*
6. *Planted littoral areas shall be protected from disturbance and sediments occurring from construction on adjacent sites.*



BARE ROOT AQUATIC



CONTAINER GROWN AQUATIC



Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

SHRUB - MODIFIED SOIL

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Littoral Mainte nance Plan

Part 1: General Notes

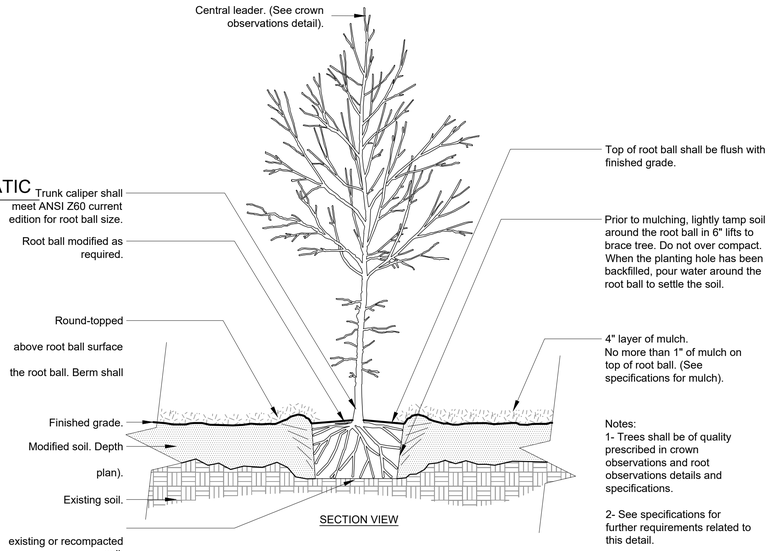
1. Precautions will be taken to control and reduce construction oriented pollution from adjacent activities to the littoral areas.
2. Equipment wash down areas, refueling and equipment repair shall occur away from areas of drainage collection or possible connection/influence of the littoral area.
3. Land treatment chemicals and soil sterilants will not be used in or around areas where littoral areas are located.
4. All construction debris piles associated with adjacent construction will be located away from littoral areas.
5. Maintenance contractor shall be fully qualified and have full working knowledge of littoral zone maintenance requirements.
6. Contractor shall be fully insured and possess a current occupational license in St. Lucie County, Florida.
7. St. Lucie County shall be notified of installation commencement and schedule prior to planting.
8. Source of plant material shall be reported to county if available.

Part 2: Plant Maintenance

1. Periodic littoral zone examinations will occur after planting is completed. The examination shall entail growth evaluation, damage or death rate appraisal, pest infestation and the presence of exotic vegetation intrusion.
2. Fertilization of the littoral area will result primarily from the run-off and the overall water quality composition. Therefore, supplemental fertilization shall not be applied after installation.
3. Non-surviving plants shall be removed and replaced when identified.
4. Once established, the littoral zone shall receive minimal pruning and be allowed to maintain itself as naturally as possible.
5. Appropriate pesticides shall be applied at the time any pest infestations are observed.
6. All exotic vegetation observed during the the inspections shall be removed by non-mechanical methods as timely as possible.
7. The maintenance contractor shall be responsible for the removal of all trash generated by his activity or accumulations in the littoral zone.
8. The maintenance contractor shall be responsible for registering all products used on the littoral zone with EPA and other appropriate agencies.
9. The maintenance contractor shall be responsible for the following services:
   *Algae and undesirable aquatic plant control
   *Border grass and brush control along the waters edge
   *Annual water chemistry analysis
   *Visit pre-notification *Biological Control agent introduction (if required)
   *Management reporting

Part 3: Execution

1. The littoral zone shall be inspected and monitored for one year after planting. During this one year maintenance and monitoring period, maintenance and monitoring shall occur 90, 180 and 360 days after planting. The maintenance and monitoring program shall consist of the following:
   A: Inspection, monitoring, exotic removal and replanting during each monitoring period.
   B: Complete removal of exotic and invasive plant species such as Cattails, Primrose Willows and Water Hyacinth from the planted littoral zone until the required plant species attain complete coverage of the planted littoral zone.
   C: The submittal of a monitoring report to St. Lucie County representing a time Zero monitoring, to be completed within 30 days of initial planting, ninety (90) day, one hundred eighty (180) day and three hundred sixty (360) day reports, each report submitted to SLC within 30 days of completion of the monitoring report.
   D: Each monitoring report shall assess the species, numbers, location of planted littoral shelves and multiple photographs (panoramas are preferred) of site clearly depicting the entire littoral zone planting. Photographs must be taken at approximately the same location(s) each time.
2. After the first year, the land owner or entity having maintenance responsibility for the planted littoral zone shall maintain the littoral zone in the following manner:
   A minimum of eighty percent (80%) survivorship and a minimum of seventy percent (70%) coverage of the planted littoral zone is required. Exotic and invasive plants species such as Cattails, Primrose Willows and Water Hyacinth, shall be restricted to less than ten percent (10%) of the required littoral zone.



Notes:
1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

TREE w/ BERM (EXISTING SOIL MODIFIED)

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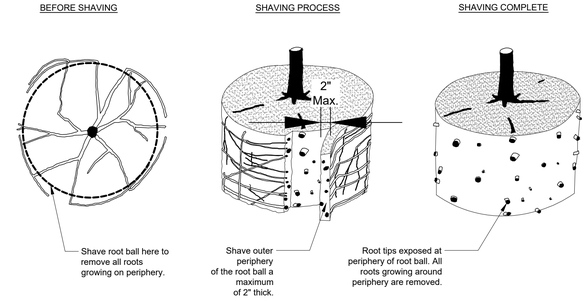
GENERAL NOTES:

1. THE CONTRACTOR SHALL PERSONALLY ACQUAINT HIM/HER SELF WITH THE EXISTING SITE CONDITIONS AND THE EXTENT AND SCOPE OF WORK REQUIRED.
2. THE PLANT LIST INDICATES THE NAMES, SIZES AND SPACING OF SPECIFIC PLANT MATERIALS. QUANTITIES HAVE BEEN PROVIDED TO THE CONTRACTOR AS A CONVENIENCE, THE CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITY COUNT. IN CASE OF DISCREPANCIES BETWEEN THE DRAWINGS AND PLANT LIST, THE QUANTITIES ON THE PLANT LIST SHALL PREVAIL.
3. NO SUBSTITUTES ON VARIETIES LISTED WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT.
4. PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
5. THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT OF RECORD.
6. ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
7. ALL TREES MUST BE STAKED AS SHOWN ON THE LANDSCAPE DETAIL SHEET WITHIN 24 HRS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 12 MONTH BUT NO LONGER THAN 18 MONTH. CONTRACTOR RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
8. ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT DIRECTION.
9. ALL SOD EDGES SHALL BE TRIMMED AS PER THE LANDSCAPE ARCHITECTS DIRECTION.
10. ALL SHRUBS, TREES, GROUNDCOVERS, AND SOD AREAS SHALL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. WILDFLOWER AREAS SHALL BE NATIVE TOPSOIL ONLY.
11. DO NOT ALLOW AIR POCKETS TO FROM WHEN BACKFILLING.
12. SOAK PLANTS IMMEDIATELY WITH WATER FOLLOWING PLANTING.
13. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE.
14. DO NOT BREAK ROOTBALL. SHAVE ROOTBALL OF TREES PER DETAIL BELOW.
15. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE ON LOCALITY OF THE PROJECT.
16. THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE,, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF THE CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.
17. THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.
18. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR REPRESENTATIVE SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF FINAL ACCEPTANCE THE ONE (1) YEAR PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR IN THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM, AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS DURING THE GUARANTEE PERIOD UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.
20. ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION AS WELL AS ALL COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTORS BID TO PERFORM THE WORK PRESENTED IN THIS PLAN SET.
21. NO LANDSCAPING ADDED UNDER THIS PROJECT SHALL BE LOCATED SUCH THAT SAID LANDSCAPING OBSCURES MOTORIST'S VISIBILITY OF ANY EXISTING SIGN(S).
22. 100% OF REQUIRED SHRUBS ARE DROUGHT TOLERANT.



Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

2- Shaving can be performed just prior to planting or after placing in the hole.

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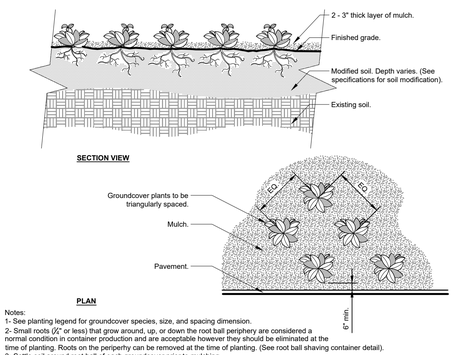
ROOT BALL SHAVING CONTAINER DETAIL

Watering Schedule			
Item	**Water**	**Month**	**No. of Applications**
Palms	20 gal	1	12
Large Trees	30 gal	2	12
Small Trees	20 gal	3	8
Large Shrubs	10 gal	4	8
Small Shrubs	5 gal	5	5
Groundcover	5 gal		
Total Applications			**45**



Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (¼" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

GROUNDCOVER

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Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Revisions	
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Scale: NTS
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Millcreek
City of Fort Pierce

Littoral Planting Notes & Details

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

LD-10

REVIEW SET

November 14, 2024

MILLCREEK

at ST. LUCIE COUNTY, FORT PIERCE, FL

AMENITY HARDSCAPE

Sheet List Table	
Sheet Number	Sheet Title
H0.1	COVER
H1.1	OVERALL SITE PLAN
H1.2	ENLARGED SITE PLAN
H1.3	ENLARGED SITE PLAN
H2.1	HARDSCAPE DETAILS
H2.2	HARDSCAPE DETAILS
H2.3	HARDSCAPE DETAILS
H2.4	HARDSCAPE DETAILS

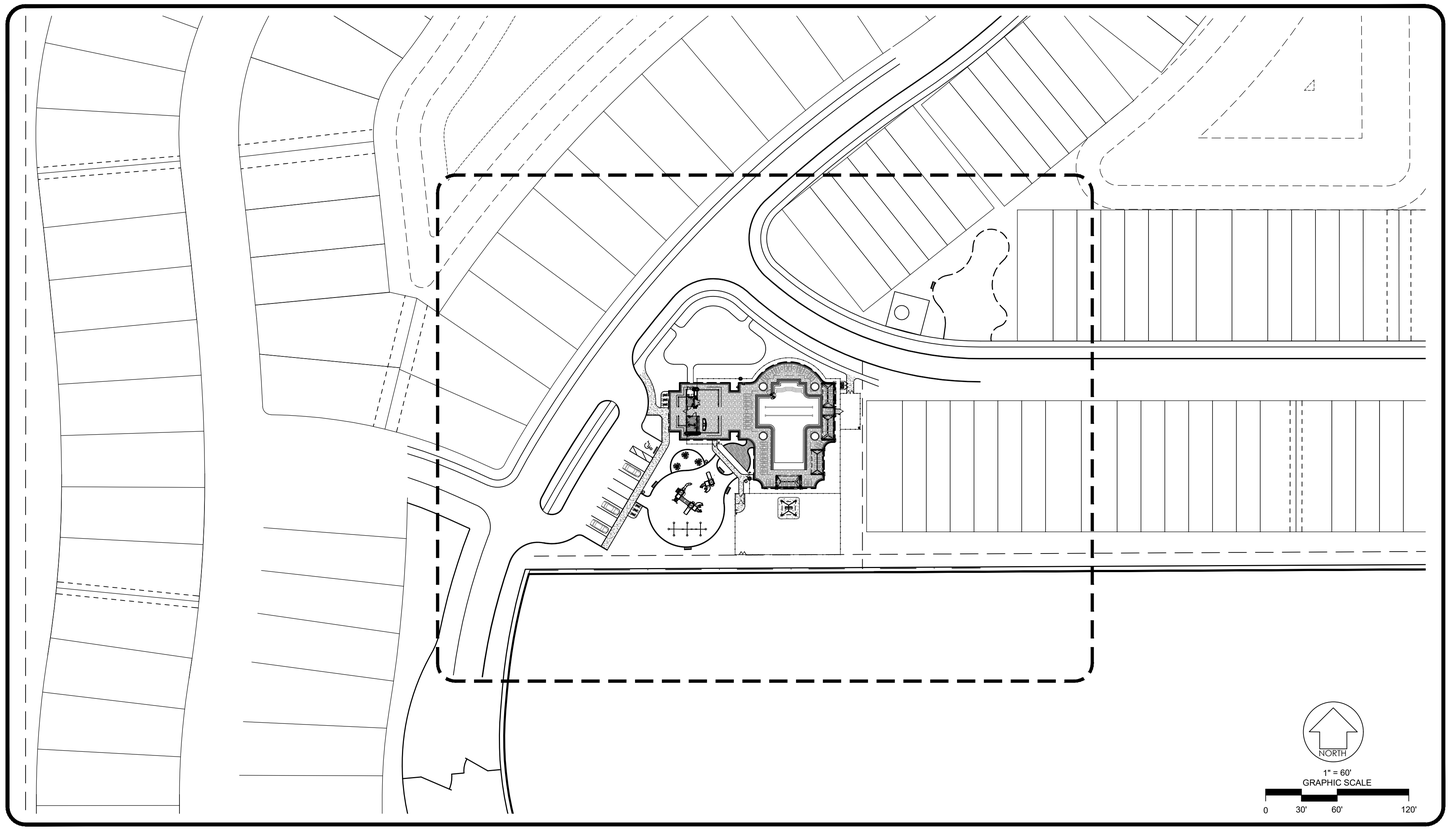
ARCHITECTURE & LANDSCAPE
Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, Florida 32256
(904) 731-2323

CIVIL ENGINEER
Thomas Engineering Group, LLC
840 SE Osceola St
Stuart, Florida 34994
(772) 888-3138

OWNER
Dream Finders Homes, LLC
14701 Philips Hwy, Suite 300
Jacksonville FL 32256
(904) 456-9819

ELECTRICAL ENGINEER
Shaffer Engineering Group
12058 San Jose Blvd., Suite 502
Jacksonville, Florida 32223
(904) 239-3621

STRUCTURAL ENGINEERING
Lowe Structures, Inc
11651 Central Parkway, Suite 106
Jacksonville, Florida 32224
(904) 992-0377



DESIGN CRITERIA

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION. REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST PUBLICATION.

FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE BEARING PRESSURE OF 2,000 PSF.

WIND LOADS:
- ULTIMATE WIND SPEED .....115 MPH
- NOMINAL WIND SPEED .....90 MPH
- RISK CATEGORY I
- WIND EXPOSURE.....C
- DIRECTIONALITY FACTOR (Kd) 0.85
- SHAPE FACTORS .....PER CODE

CONCRETE

ALL CONCRETE PROPORTIONING, MIXING, TRANSPORTATION, PLACING, AND CURING SHALL CONFORM TO ACI 301.

ALL CONCRETE SHALL BE LABORATORY DESIGNED AND CONTROLLED TO MEET THE REQUIREMENTS OF ACI 318 AND THE PROJECT'S DESIGN BUILDING CODE.

USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IS CONCRETE IS PROHIBITED.

CONCRETE SHALL CONFORM TO THE FOLLOWING:

LOCATION	F'c @28 DAYS	TYPE AGGREGATE	W/C RATIO(MAX)
FOOTINGS	3,000	NORMAL WEIGHT	0.55
ALL OTHER CONC.	3,000	NORMAL WEIGHT	0.55

THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 1% & 4%.

CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS NOTED BELOW, OR PER LATEST ACI 318 FOR CONDITIONS OTHER THAN THOSE LISTED:

CONCRETE CAST AGAINST EARTH.....3"
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.....2"

CHAMFER ALL EXPOSED CORNER 3/4" MINIMUM.

ALL HOOKS CALLED FOR IN STRUCTURAL DRAWINGS SHALL BE ACI STANDARD HOOKS, UNO.

REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNO.

ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185. LAP TWO SQUARES AT SPLICES.

DO NOT WELD REINFORCING STEEL UNLESS APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

TIE ALL REINFORCING STEEL AND EMBEDS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. THE CONTRACTOR SHALL PROVIDE SUPPORTS TO MAINTAIN THE REQUIRED REINFORCING POSITION. "WET STICKING" DOWELS INTO CONCRETE IS NOT PERMITTED.

THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND DETAILS WITH THE ARCHITECTURAL PLANS AND DETAILS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF SHOP DRAWINGS.

ALL REINFORCING SHALL HAVE AN ACI CLASS B SPLICE AT BAR LAPS.

Know what's **below.** **Call** before you dig.

FOUNDATIONS

A GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT SHALL INSPECT AND ASSURE THE ADEQUACY OF ALL SUBGRADES, FILLS, AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS, ETC. WRITTEN ACCEPTANCE OF THE WORK INSPECTED AND VERIFICATION OF ASSUMED SOIL BEARING PRESSURE SHALL BE SUBMITTED TO THE ARCHITECT AND STRUCTURAL ENGINEER.

WHERE FOOTING STEPS ARE REQUIRED, THE STEPS SHALL BE NO STEEPER THAN ONE VERTICAL TO TWO HORIZONTAL, UNO ON PLAN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE REQUIRED FOOTING STEP LOCATIONS.

SUPPLEMENTARY NOTES

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT CONSIDERED STABLE UNTIL THE STRUCTURE IS COMPLETE.

REVIEW OF THE SUBMITTAL INFORMATION SHALL BE FOR GENERAL REQUIREMENTS OF THE PROJECT, AND SHALL NOT INCLUDE CHECKING OF DETAILED DIMENSIONS OR DETAILED QUANTITIES, NOR REVIEW OF THE CONTRACTOR'S SAFETY MEASURES ON OF OFF THE WORKSITE OR THE MEANS AND METHODS OF DOING ANY WORK.

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ARCHITECTURAL AND STRUCTURAL PLAN DIMENSIONS AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CONFLICTS.

ALL STRUCTURAL OPENINGS AROUND OR AFFECTED BY MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT SHALL BE VERIFIED WITH EQUIPMENT PURCHASED BEFORE PROCEEDING WITH STRUCTURAL WORK AFFECTED.

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF THE PROJECT.

GENERAL CONTRACTOR MUST REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECT/ENGINEER. SUBMITTALS WHICH DO NOT CONTAIN THE CONTRACTOR'S SHOP DRAWING STAMP OR HAVE BEEN MERELY "RUBBER STAMPED" SHALL BE RETURNED WITHOUT REVIEW. CONTRACTOR SHOULD ALLOW TWO WEEKS FOR SUBMITTAL REVIEW.

CONTRACTOR SHALL NOT ORDER MATERIAL OR COMMENCE WITH CONSTRUCTION UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED. WORK DONE OR ORDERS PLACED BEFORE SHOP DRAWING APPROVAL IS AT THE CONTRACTOR'S RISK.

THE PROJECT'S STRUCTURAL DRAWINGS AND ELECTRONIC FILES ARE THE PROPERTY OF LOWE STRUCTURES, INC. THE CONTRACTOR AND SUBCONTRACTOR SHALL COMPENSATE LOWE STRUCTURES, INC. FOR THE USE OF THE PROJECT'S CAD FILES FOR ANY PURPOSE INCLUDING SHOP DRAWING PREPARATION.

THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS WILL CONTROL.

MASONRY

PROVIDE HOLLOW, LOAD BEARING CONCRETE MASONRY UNITS CONFORMING TO ASTM C90, TYPE I WITH A MINIMUM DENSITY OF 105 PCF.

CMU SHALL HAVE A MINIMUM ASSEMBLY COMPRESSIVE STRENGTH (F'm) OF 2,000 PSI.

THE 28-DAY GROUT COMPRESSIVE STRENGTH SHALL BE 3,000 PSI MINIMUM.

MORTAR SHALL BE TYPE "S" OR "M".

LAP ALL REINFORCING 48 BAR DIAMETERS IN BOND BEAMS AND 72 BAR DIAMETERS IN VERTICAL WALL REINFORCING AND MASONRY BEAMS.

ALL CMU WALLS SHALL BE LAID IN RUNNING BOND.

REINFORCE ALL CMU WALLS AS NOTED IN THE PROJECTS PLANS, SECTONS AND DETAILS. ADDITIONALLY, PROVIDE A #5 VERTICAL FULL HEIGHT AT EACH WALL END AND CORNER.

ALL CMU CELLS SHALL BE GROUTED SOLID.

VERIFY

REVISIONS

NO.	DATE	DESCRIPTION	BY

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

COVER

BASHAM & LUCAS DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

NOT FOR CONSTRUCTION

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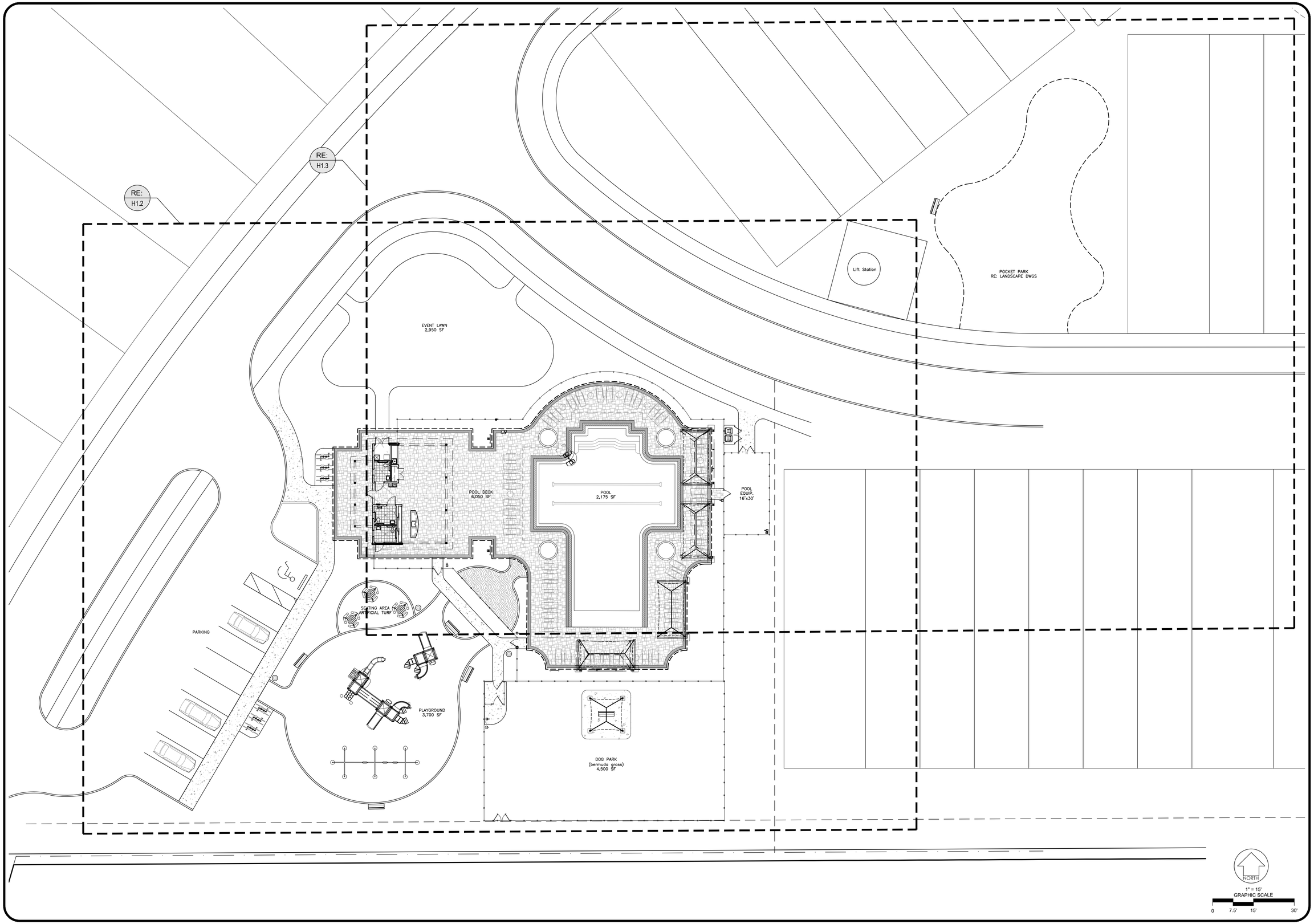
CHECKED BY	XXX
DATE	11-14-24
JOB NO.	24-40

H0.1

REVIEW SET



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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

OVERALL SITE PLAN

BASHAM & LUCAS
DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

NOT FOR CONSTRUCTION

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DATE	11-14-24
JOB NO.	24-40

H1.1

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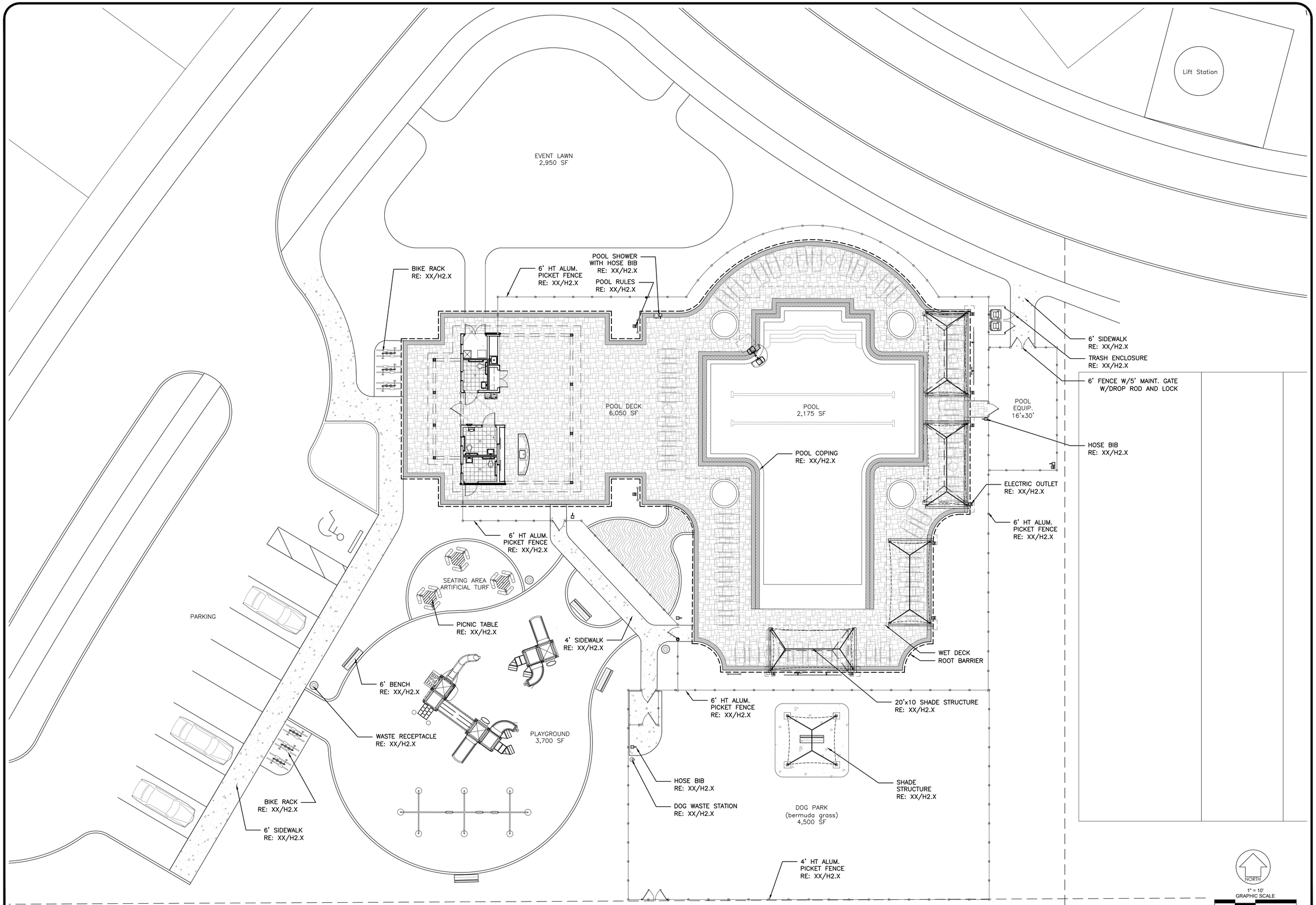

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H1.2

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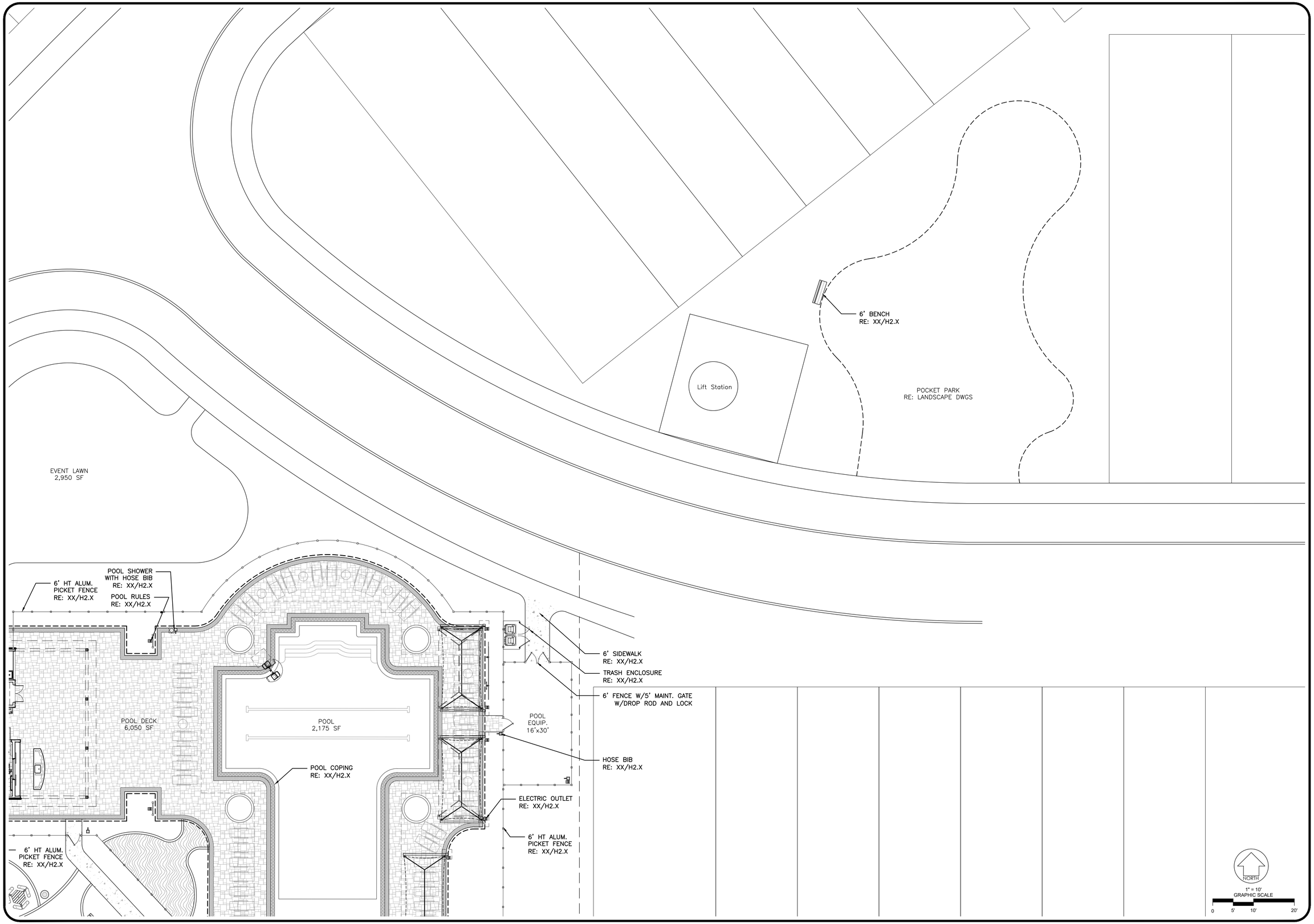

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H1.3

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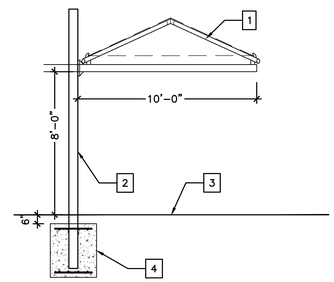
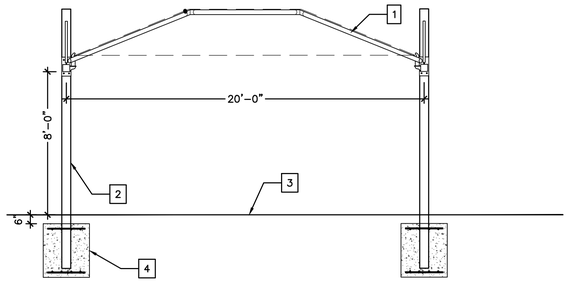
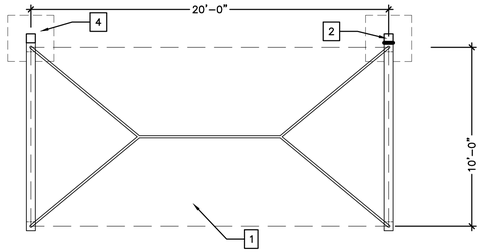


A ELEVATION VIEW



B ELEVATION VIEW



C PLAN VIEW

KEY NOTES

1. 20' x 10' CANTILEVERED PRE-FIN MET. AND FABRIC SHADE STRUCTURE ("SUPERIOR RECREATIONAL SHADE" OR APRVD EQ.) (FABRIC COLOR: XXX)
2. PREFIN. METAL COLUMN PER SHADE STRUCTURE MANUF. (COLOR: XXX)
3. GROUND FINISH AS SCHEDULED
4. REINF. CONC. FOOTING, SIZE & REINF. PER SHADE STRUCTURE MANUFACTURERS STRUCTURAL ENGINEERING AND SHOP DRAWINGS TYP.

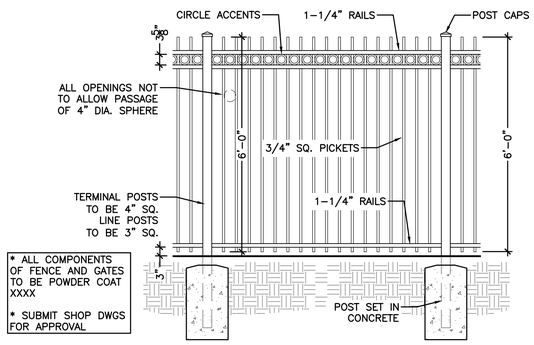
NOTES:
1.INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2.THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.

QUANTITY REQUIRED: 4

SUPERIOR RECREATIONAL PRODUCTS
1-800-327-8774
www.srpshade.com

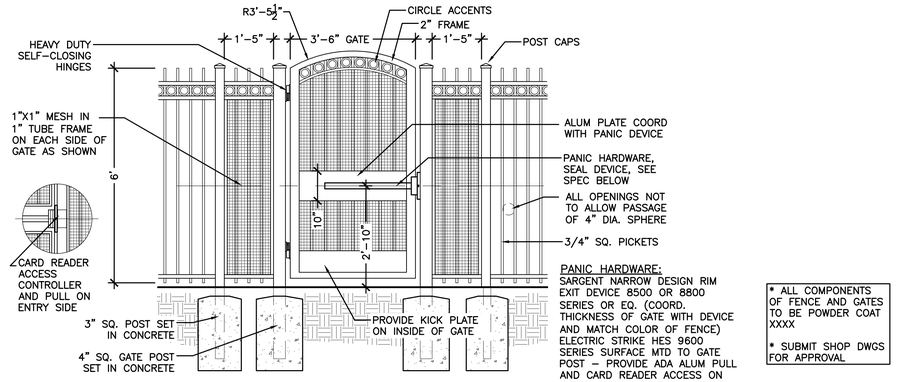
1 CANTILEVER SHADE STRUCTURE: 10 x 20' POOL (SH-01)

SCALE: 1/4" = 1'-0"



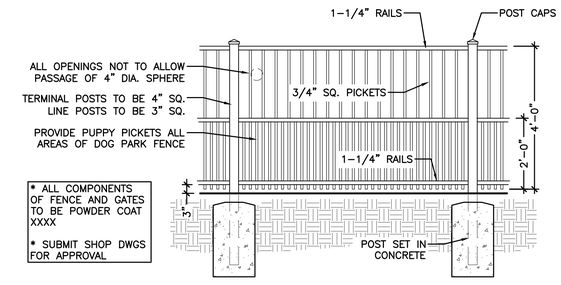
2 FENCE (F-01): POOL AREA

SCALE: 1/2" = 1'-0"



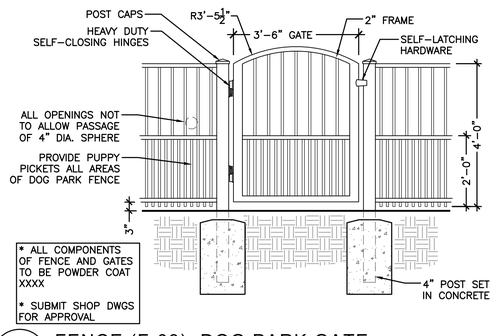
3 FENCE (F-01): POOL GATE

SCALE: 1/2" = 1'-0"



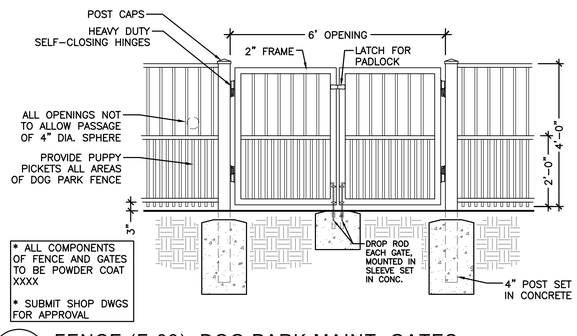
4 FENCE (F-03): DOG PARK

SCALE: 1/2" = 1'-0"



5 FENCE (F-03): DOG PARK GATE

SCALE: 1/2" = 1'-0"



6 FENCE (F-03): DOG PARK MAINT. GATES

SCALE: 1/2" = 1'-0"

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AMENITY HARDSCAPE

HARDSCAPE DETAILS

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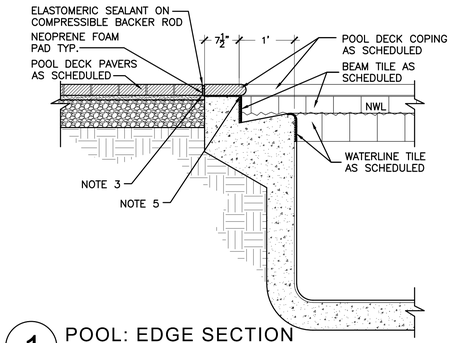
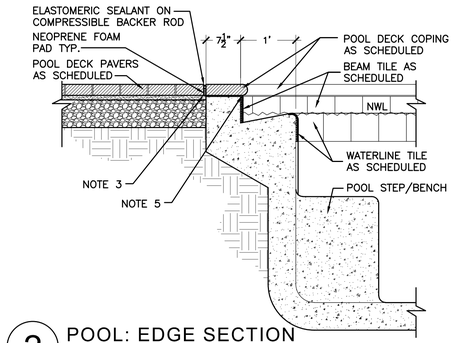


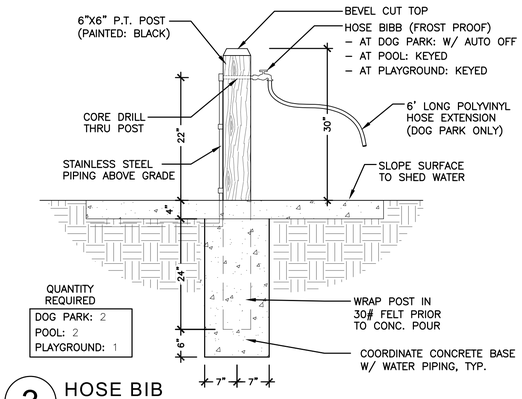
1 POOL: EDGE SECTION

SCALE: 3/4" = 1'-0"



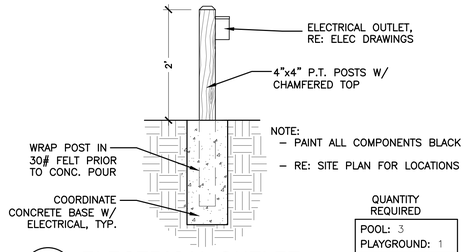
2 POOL: EDGE SECTION

SCALE: 3/4" = 1'-0"



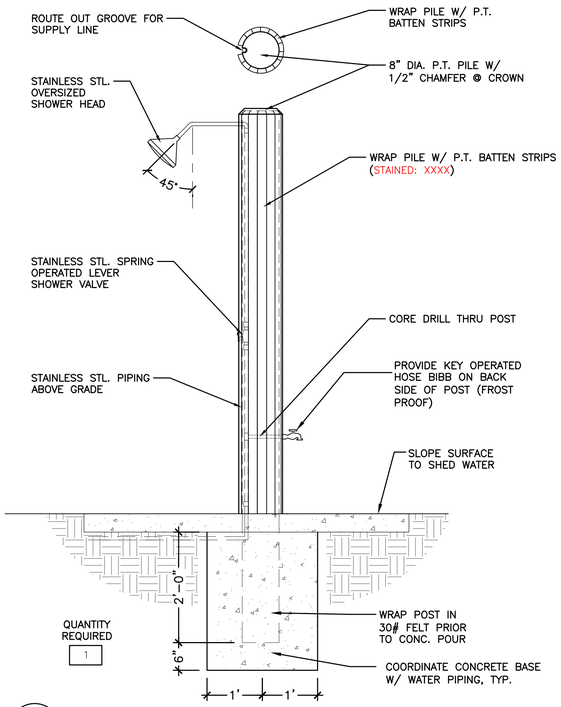
3 HOSE BIB SECTION

SCALE: 3/4" = 1'-0"



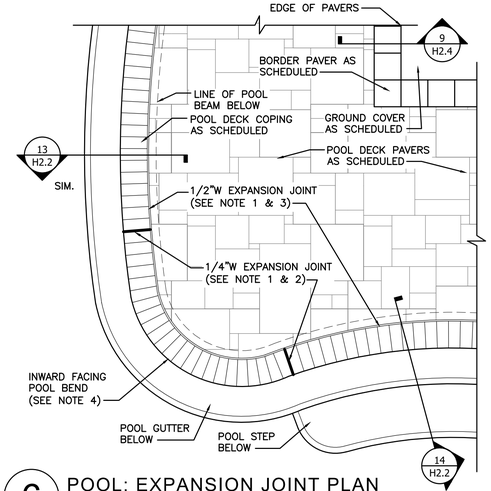
4 ELECTRICAL OUTLET

SCALE: 3/4" = 1'-0"



5 POOL: SHOWER SECTION

SCALE: 3/4" = 1'-0"

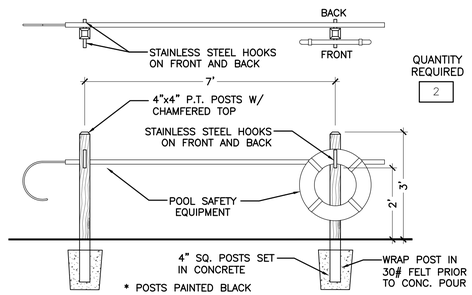


6 POOL: EXPANSION JOINT PLAN

SCALE: 1/2" = 1'-0"

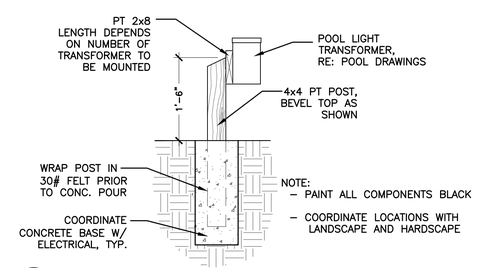
GENERAL NOTES:

1. ALL PAVER EXPANSION JOINTS PER PAVER MANUFACTURER'S RECOMMENDATIONS. IN THE EVENT THAT PAVER MANUFACTURER'S RECOMMENDATIONS ARE NOT AVAILABLE, THEN CONTRACTOR SHALL DETERMINE "MEANS & METHODS" OR REFER TO THE "BRICK INSTITUTE OF AMERICA" GUIDELINES FOR BRICK POOL COPINGS WHICH STATES, "EXPANSION JOINTS SHOULD BE INSTALLED APPROXIMATELY EVERY TEN FEET ON CENTER ALONG THE PERIMETER OF THE POOL COPING, AS WELL AS ANY LOCATION WHERE THE PAVERS ABUT A RESTRAINING SURFACE SUCH AS A CURB OR WALL".
2. 1/4" WIDE EXPANSION JOINT – ELASTOMERIC SEALANT ON COMPRESSIBLE BACKER ROD TYP.
3. 1/2" WIDE EXPANSION JOINT – ELASTOMERIC SEALANT ON COMPRESSIBLE BACKER ROD TYP.
4. ADDITIONAL EXPANSION JOINTS ARE HIGHLY RECOMMENDED ON INWARD FACING POOL BENDS.
5. RECOMMEND MIN 1/4" GAP (TO BE GROUT FILLED) BETWEEN TOP OF BEAM TILE AND UNDERSIDE OF PAVER COPING.



7 POOL: SAFETY EQUIPT

SCALE: 1/2" = 1'-0"



8 POOL: LIGHT TRANSFORMER

SCALE: 3/4" = 1'-0"

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AMENITY HARDSCAPE

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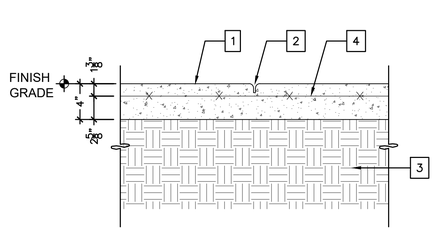
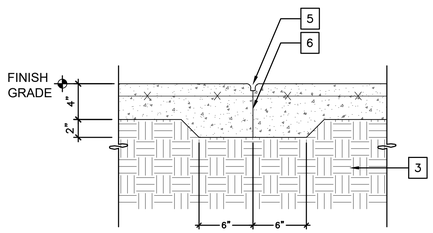
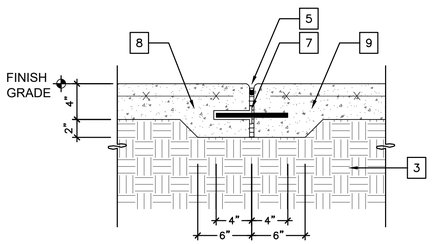


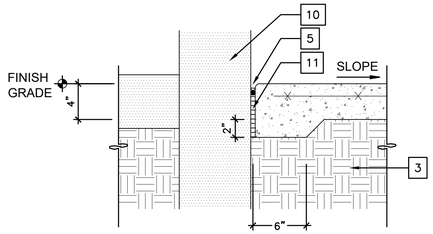
A CONTROL JOINT



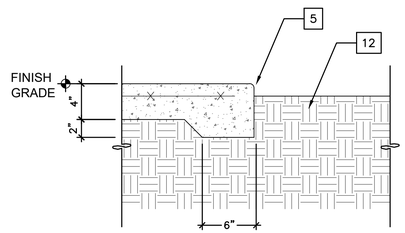
B CONSTRUCTION JOINT



C EXPANSION JOINT



D ISOLATION JOINT



E EDGE CONDITION

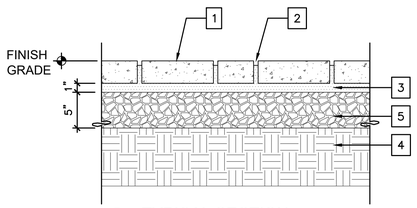
1 PEDESTRIAN CONCRETE PAVING

SCALE: 1-1/2" = 1'-0"

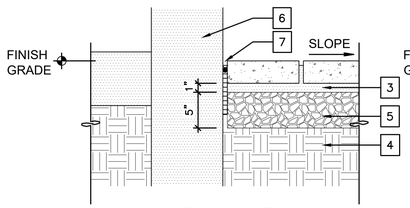
KEY NOTES

1. CAST–IN–PLACE CONCRETE (3,000 PSI). REFER TO HARDSCAPE PLAN FOR LAYOUT AND LOCATION.
2. 1/4" SAWCUT CONTROL JOINT, 1" DEEP TYP.
3. COMPACTED SUB–GRADE
4. 4" SLAB ON GRADE WITH 6x6W 1.4W 1.4W W.W.F. F'c=3,000 PSI
5. 1/4" TOOLED RADIUS
6. APPLY BOND BREAKER TO CURED / EXISTING SURFACE
7. 1/2" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
8. PREMOLDED DOWEL SLEEVE, 18" O.C., CENTER IN SLAB, PERPENDICULAR TO JOINT.
9. 1/2" DIA. X 8" SMOOTH STAINLESS STEEL DOWEL
10. VERTICAL ELEMENT (CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT SURFACES)
11. 3/8" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
12. ADJACENT PLANTING AREA, HOLD GRADE 2" BELOW FINISH ELEVATION OF PAVING, SLOPE AWAY FROM PAVING

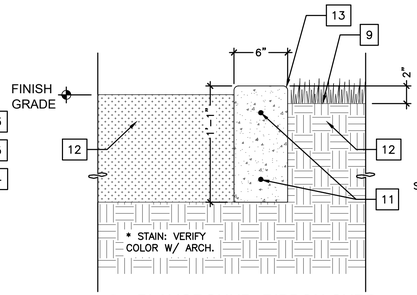
NOTE:
1. ALL CONCRETE SIDEWALKS TO MATCH THE EXISTING SITE SIDEWALKS IN COLOR AND FINISH.
2. MAXIMUM SPACING BETWEEN CONTROL JOINTS IS 100 SF
3. MAXIMUM SPACING BETWEEN EXPANSION JOINTS IS 400 SF
4. CONTRACTOR SHALL PROVIDE ISOLATION JOINTS BETWEEN CONCRETE PAVEMENT AND ALL FIXED VERTICAL SITE ELEMENTS, INCLUDING BUT NOT LIMITED TO: BUILDINGS, WALLS, CURBS, STEPS AND CHEEK WALLS, LIGHT POLE FOUNDATIONS, GRAPHIC ELEMENT FOUNDATIONS, ETC.



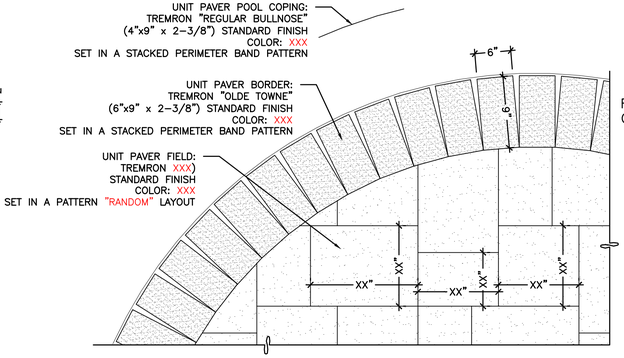
A TYPICAL SECTION SAND SET



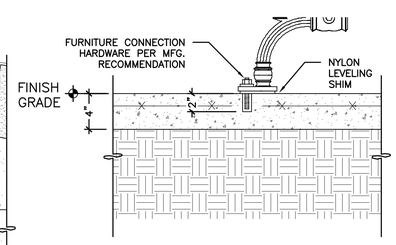
B ISOLATION JOINT



E PLAYGROUND: RIBBON CURB



F PATTERN LAYOUT DETAIL



G FURNITURE ANCHOR

2 PEDESTRIAN BRICK PAVING

SCALE: 1-1/2" = 1'-0"

MANUFACTURED BY:
SITESCAPES
P.O. Box 22326
Lincoln, NE
(888) 331–9464
www.sitescapesonline.com

BENCH W/ BACK
MODEL: AV1–1010
LENGTH: 6'–0"
COLOR: XXX

* PROVIDE FURNITURE ANCHORS PER MFG.

3 PARK BENCH A — QUANTITY REQUIRED: 7

SCALE: NTS

MANUFACTURED BY:
WAUSAU TILE
PO Box 1520
Wausau, WI 54402
(715) 359–3121
www.wausautile.com

BIKE RACK
SIZE: 2 SPACES
MODEL: MF9024
COLOR: XXX

4 BIKE RACK — QUANTITY REQUIRED: 3

SCALE: NTS

MANUFACTURED BY:
SITESCAPES
P.O. Box 22326
P.P. Lincoln, NE
(888) 331–9464
www.sitescapesonline.com

TRASH RECEPTACLE
SIZE: 36 GALLON
MODEL: CITYVIEW
COLOR: XXX

5 WASTE RECEPTACLE — QUANTITY REQUIRED: 4

SCALE: NTS

KEY NOTES

1. UNIT PAVER 2–3/8" MIN. THICKNESS SET HAND–TIGHT, REFER TO PAVING SCHEDULE FOR PATTERN, COLOR AND SIZE.
2. SWEEP JOINTS WITH FINE MASON SAND
3. COARSE CONCRETE SAND SETTING BED (1/2" MIN., 1" MAX.)
4. COMPACTED SUB–GRADE
5. COMPACTED CRUSHCRETE BASE (DEPTH AS NOTED)
6. VERTICAL ELEMENT (CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT SURFACES)
7. 3/8" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
8. 1/2" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
9. ADJACENT PLANTING AREA, HOLD GRADE 2" BELOW FINISH ELEVATION OF PAVING, SLOPE AWAY FROM PAVING
10. CAST IN PLACE CONCRETE EDGE RESTRAINT
11. STAINED CONCRETE VERTICAL FACE CURB W/ #4 BARS CONT.
12. PLAYGROUND MULCH (VERIFY DEPTH WITH MANUFACTURER)
13. 1/2" RADIUS

NOTE:
1. CONTRACTOR SHALL PROVIDE ISOLATION JOINTS BETWEEN BRICK PAVEMENT AND ALL FIXED VERTICAL SITE ELEMENTS, INCLUDING BUT NOT LIMITED TO: BUILDINGS, WALLS, CURBS, STEPS AND CHEEK WALLS, LIGHT POLE FOUNDATIONS, GRAPHIC ELEMENT FOUNDATIONS, ETC.

MANUFACTURED BY:
DOGIPOT
5340 YOUNG PINE ROAD, SUITE 8
ORLANDO, FL 32829
(407) 888–4627
www.dogipot.com

ALUMINUM DOGIPOT® HEADER PAK PET STATION (1003HPA–L)

* SET POST IN CONCRETE PER MNFR

6 PET WASTE STATION — QUANTITY REQUIRED: 2

SCALE: NTS

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at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

HARDSCAPE DETAILS

BASHAM & LUCAS DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

NOT FOR CONSTRUCTION

DRAWN BY	CB
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DATE	11-14-24
JOB NO.	24-40

H2.3

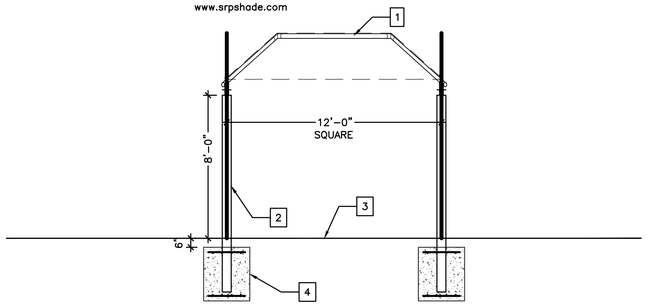
REVIEW SET

KEY NOTES

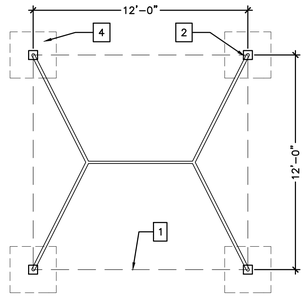
1. 12' x 12' PRE-FIN MET. AND FABRIC SHADE STRUCTURE ("SUPERIOR RECREATIONAL SHADE" OR APRVD EQ.) (FABRIC COLOR: XXXX)
2. PREFIN. METAL COLUMN PER SHADE STRUCTURE MANUF. (COLOR: XXXX)
3. GROUND FINISH AS SCHEDULED
4. REINF. CONC. FOOTING, SIZE & REINF. PER SHADE STRUCTURE MANUFACTURERS STRUCTURAL ENGINEERING AND SHOP DRAWINGS TYP.

NOTES:
1.INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2.THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.

SUPERIOR RECREATIONAL PRODUCTS
1-800-327-8774
www.srpshade.com



A ELEVATION VIEW

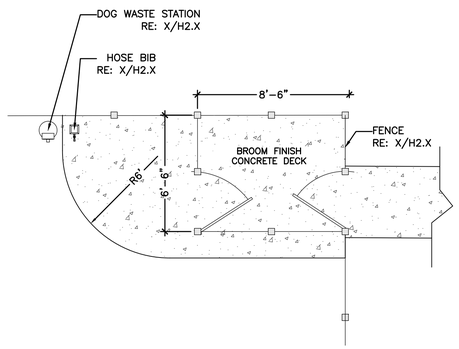


B PLAN VIEW

QUANTITY REQUIRED: 1

1 4 POST SHADE STRUCTURE: 12' x 12' DOG PARK (SH-03)

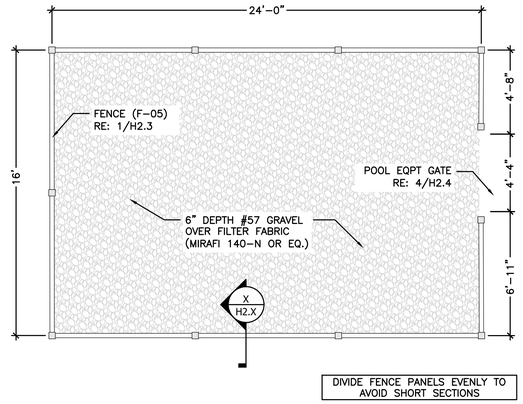
SCALE: 1/4" = 1'-0"



2 DOG PARK: SALLY PORT

PLAN

SCALE: 1/4" = 1'-0"



3 POOL EQUIPMENT ENCLOSURE

PLAN

SCALE: 1/4" = 1'-0"

REVISIONS

NO.	DATE	DESCRIPTION	BY

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

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REVIEW SET

REVIEW SET

November 14, 2024

MILLCREEK

FORT PIERCE, FL

AMENITY LANDSCAPE

Sheet List Table	
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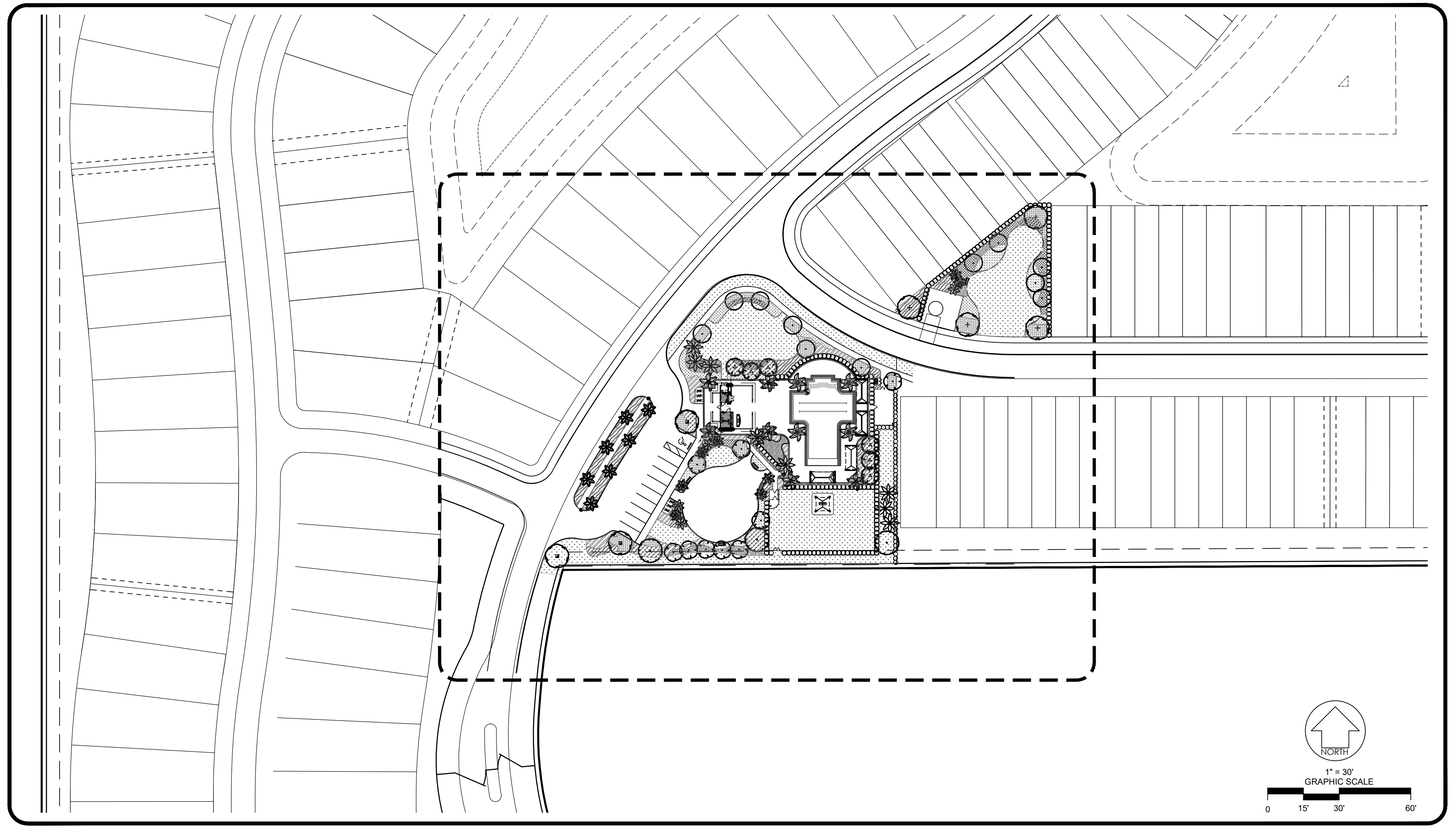
L2.2	SPECS & DETAILS
IRX.X	XXXXXX
IRX.X	XXXXXX
IRX.X	XXXXXX

ARCHITECTURE & LANDSCAPE
Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, Florida 32256
(904) 731-2323

OWNER
Dream Finders Homes, LLC
14701 Philips Hwy, Suite 300
Jacksonville FL 32256
(904) 456-9819

CIVIL ENGINEER
Thomas Engineering Group, LLC
840 SE Osceola St
Stuart, Florida 34994
(772) 888-3138

IRRIGATION
Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, Florida 32256
(904) 731-2323



PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
TREES		
	DP	Royal Poinciana
	MF	Simpson`s Stopper
	MGB	Brackens Southern Magnolia
	PMJ	Medjool Palm
	QV6	Southern Live Oak
	SP14	Sabal Palm
	SP16	Sabal Palm
	SP18	Sabal Palm
	WB	Foxtail Palm
	WCM	White Crape Myrtle
CODE TREES		
	C-QV	Southern Live Oak
	C-SS	Sabal Palm
SHRUBS		
	CR	Red Tip Coco Plum
CODE SHRUBS		
	C-CR	Red Tip Coco Plum
SHRUB AREAS		
	AE	Cast Iron Plant
	CC	Dwarf Shishi Camellia
	HF	Firebush
	MC	Pink Muhly Grass
	SC	Silver Saw Palmetto
	SG	Green Saw Palmetto
	TDD	Dwarf Fakahatchee Grass
	TV	Society Garlic
	ZM	Coontie
GROUND COVERS		
	OJ	Mondo Grass
SOD/SEED		
	SOD-SA	FLORATAM St. Augustine Grass

811 Know what's **below.** **Call** before you dig.

REVISIONS

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COVER

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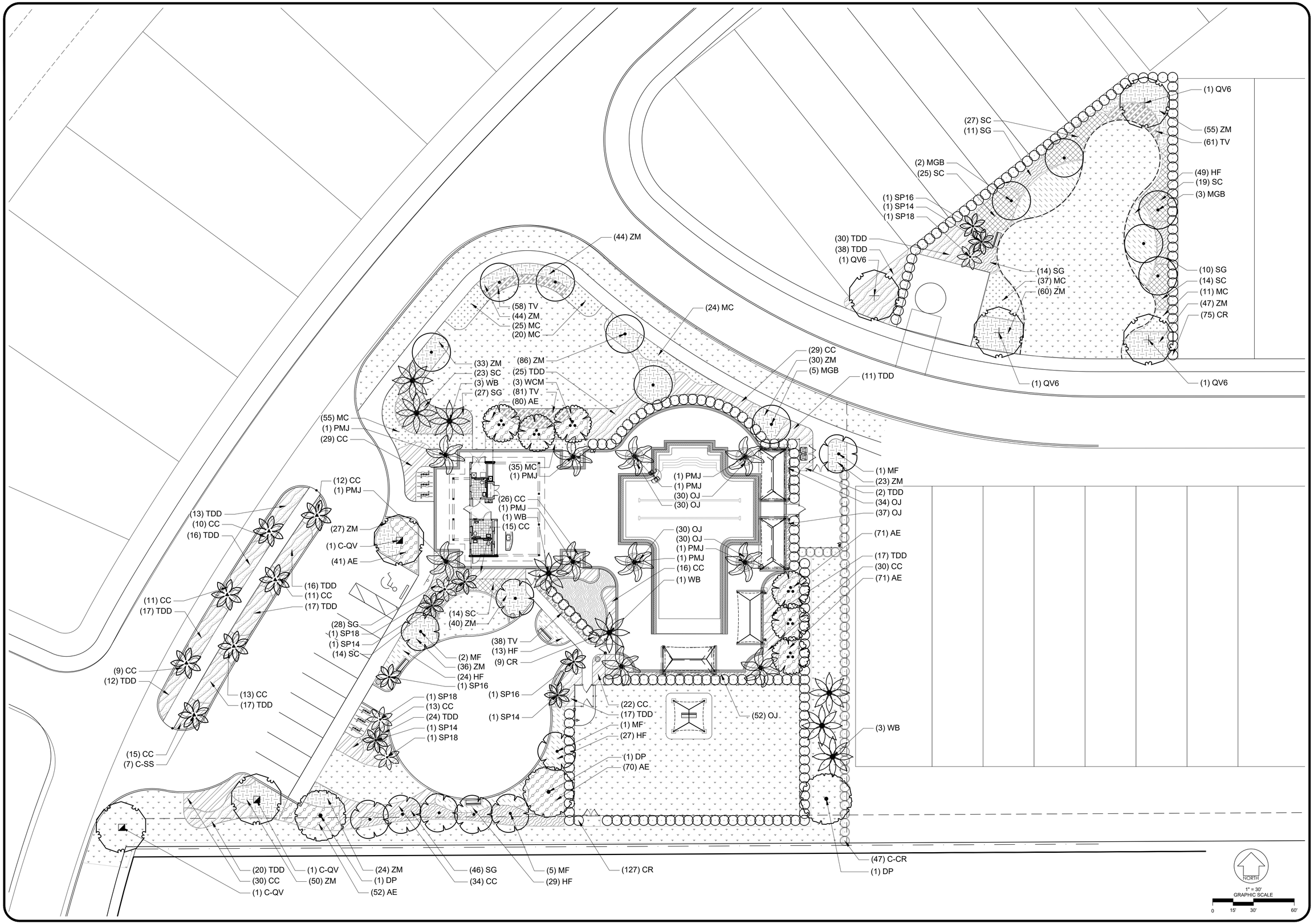

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PLANTING PLAN

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REVIEW SET

PLANT SCHEDULE - TREES

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	FEATURE	NATIVE
TREES								
	DP	4	Delonix poinciana	Royal Poinciana	MIN. 14` HT x 7` SPD	3" Cal	STRONG CENTRAL LEADER	NON-NATIVE
	MF	9	Myrcianthes fragrans	Simpson`s Stopper	MIN. 12` HT x 6` SPD	3" CAL	MATCHING	NATIVE
	MGB	11	Magnolia grandiflora 'Bracken's Brown Beauty'	Brackens Southern Magnolia	MIN. 14` HT x 7` SPD	3" Cal	FULL TO GROUND	NATIVE
	PMJ	10	Phoenix dactylifera `Medjool`	Medjool Palm	MIN. 18` CT	SINGLE TRUNK	MATCHING	NON-NATIVE
	QV6	4	Quercus virginiana	Southern Live Oak	MIN. 16` HT x 8` SPD	6" Cal	STRONG CENTRAL LEADER	NATIVE
	SP14	4	Sabal palmetto	Sabal Palm	MIN. 14` CT	SINGLE TRUNK	REGENERATED	NATIVE
	SP16	4	Sabal palmetto	Sabal Palm	MIN. 16` CT	SINGLE TRUNK	REGENERATED	NATIVE
	SP18	4	Sabal palmetto	Sabal Palm	MIN. 18` CT	SINGLE TRUNK	REGENERATED	NATIVE
	WB	8	Wodyetia bifurcata	Foxtail Palm	MIN. 14` CT	SINGLE TRUNK	FIELD GROWN	NON-NATIVE
	WCM	6	Lagerstroemia x `Natchez`	White Crape Myrtle	MIN. 12` HT x 6` SPD	6" Cal	MULTI-TRUNK, 3-5 STEMS	NON-NATIVE
CODE TREES								
	C-QV	3	Quercus virginiana	Southern Live Oak	MIN. 16` HT x 8` SPD	4" CAL	STRONG CENTRAL LEADER	NATIVE
	C-SS	7	Sabal palmetto	Sabal Palm	MIN. 12` CT	SINGLE TRUNK	REGENERATED	NATIVE

PLANT SCHEDULE - SHRUBS

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FEATURE	NATIVE	SPACING
SHRUBS								
	CR	211	Chrysobalanus icaco `Red Tip`	Red Tip Coco Plum	MIN. 24" HT x 24" SPD	MIN. 7 GAL	NATIVE	48" o.c.
CODE SHRUBS								
	C-CR	47	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	MIN. 24" HT x 24" SPD	MIN. 7 GAL	NATIVE	48" o.c.

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	NATIVE	SPACING
SHRUB AREAS								
	AE	314	Aspidistra elatior	Cast Iron Plant	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NON-NATIVE	24" o.c.
	CC	325	Camellia sasanqua 'Dwarf Shishi'	Dwarf Shishi Camellia	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NON-NATIVE	30" o.c.
	HF	198	Hamelia patens	Firebush	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	30" o.c.
	MC	207	Muhlenbergia capillaris	Pink Muhly Grass	MIN. 24" HT x 18" SPD	MIN. 3 GAL	NATIVE	30" o.c.
	SC	122	Serenoa repens 'Cinerea'	Silver Saw Palmetto	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	36" o.c.
	SG	136	Serenoa repens 'Green'	Green Saw Palmetto	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	36" o.c.
	TDD	292	Tripsacum dactyloides nana	Dwarf Fakahatchee Grass	MIN. 18" HT x 12" SPD	MIN. 3 GAL	NON-NATIVE	36" o.c.
	TV	238	Tulbaghia violacea	Society Garlic	MIN 12" HT x 12" SPD	MIN. 1 GAL	NON-NATIVE	18" o.c.
	ZM	565	Zamia muricata	Coontie	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	24" o.c.
GROUND COVERS								
	OJ	243	Ophiopogon japonicus	Mondo Grass	MIN. 12" HT x 15" HT	MIN. 1 GAL	NON-NATIVE	12" o.c.
SOD/SEED								
	SOD-SA	18,044 sf	Stenotaphrum secundatum	FLORATAM St. Augustine Grass	SOD			

CANOPY TREE CALCULATIONS		
PLANT TYPE	QUANTITY	PERCENTAGE
CANOPY	37	50%
NON-CANOPY	37	50%

Landscape Notes

A. PLANT MATERIAL STANDARDS

- ALL PLANT MATERIAL USED ON THIS PROJECT SHALL EXCEED THE CLASSIFICATION OF "FLORIDA NO. 1" AS DESCRIBED IN THE LATEST EDITION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PARTS I AND II, BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. REFER TO DETAILS FOR FURTHER QUALITY SPECIFICATIONS. ALL QUESTIONS CONCERNING THIS PLAN SET AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED SIZE SPECIFICATIONS DEFINED HEREIN. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE ARCHITECT/OWNER WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
- PLANT MATERIAL IS SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND OWNER, BEFORE, DURING AND AFTER INSTALLATION, AS PER SPECIFICATIONS.
- ALL SOD SHALL BE 100% SOLID SOD, 99% FREE OF NOXIOUS WEEDS, WITH A TWO (2) INCH THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING, LAID WITH TIGHTLY-BUTTED JOINTS AND ROLLED. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD.
- ALL SINGLE-TRUNK TREES SHALL BE STRAIGHT TRUNKED WITH ONE CENTRAL LEADER AND FULLY CROWNED.
- ALL TREES SHALL BE FREE OF OPEN WOUNDS AND WOUND SCARS IN THE CLEAR TRUNK AREA.
- ALL TREES SHALL HAVE A MINIMUM HEIGHT OF EIGHT (8) TO TEN (10) FEET AND TWO (2) INCHES OF CALIPER.

B. GRADING OF PLANTING BEDS

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HOLDING FINE GRADING OF PLANTING AREAS TO INSURE AT LEAST 3% POSITIVE DRAINAGE AWAY FROM BUILDINGS AND INTO TURF AREAS, PONDS, STREETS OR OTHER DRAINAGE WAYS. IN ADDITION, THE FINISH MULCH ELEVATION AT THE BUILDINGS SHALL BE AT LEAST 6" BELOW FINISH FLOOR OF THE ADJACENT BUILDINGS. VERIFY THIS CONDITION WITH GENERAL CONTRACTOR PRIOR TO BEGINNING WORK. PARKING LOT ISLANDS SHALL SLOPE AT 3" FROM CENTER OF ISLAND TO CURB. TURF AND PLANTING BEDS SHALL MEET SIDEWALKS AND FLATWORK AT 2" BELOW THE FLATWORK.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL FINAL GRADING OF BERMS, BED AREAS AND SOD AREAS UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT, BOTH BEFORE AND AFTER LANDSCAPE INSTALLATION HAS BEGUN.

C. BED PREPARATION AND PLANTING

- LOOSEN SOIL TO A MINIMUM DEPTH OF FOUR (4) INCHES AND REMOVE ALL DEBRIS. REGRADE THE BED TO ITS PRE-PLANTING SUBGRADE. FILL PLANT PIT WITH 50% EXISTING SOIL AND 50% TOPSOIL (SEE BELOW) AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE 1/8 DEPTH OF ROOT BALL ABOVE FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT AS RECOMMENDED BY SOIL ANALYSIS. THE LANDSCAPE CONTRACTOR SHALL PROVIDE OWNER WITH A YEARLY FERTILIZATION PROGRAM AS DEFINED BY THE SOIL ANALYSIS. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL DIRT AND RAKE THE BED TO ITS FINISH GRADING. COVER ALL BED AREAS WITH A 3" DEPTH OF MULCH (SEE PLANT LIST). REMOVE ALL DEBRIS FROM MULCH.

- NON-CANOPY TREES SHALL NOT BE PLANTED CLOSER THAN TEN (10) FEET FROM OTHER TREES AND CANOPY TREES SHALL NOT BE PLANTED CLOSER THAN 20 - 30 FEET, DEPENDING UPON SPECIES OR UNLESS APPROVED BY THE COUNTY ADMINISTRATOR AND/OR LANDSCAPE ARCHITECT.
- PLANT MATERIAL THAT EXCEEDS TWENTY-FIVE (25) FEET IN HEIGHT AT MATURITY SHOULD NOT BE PLANTED CLOSER THAN FIFTEEN (15) FEET OF THE VERTICAL PLANE OF AN EXISTING POWER LINE, EXCLUDING SERVICE WIRES.
- TREES SHALL NOT BE PLANTED CLOSER THAN SEVEN AND ONE HALF (7.5) FEET FROM THE CENTERLINE OF UNDERGROUND UTILITIES.
- BALLED AND BURLAPPED STRAPPING WIRE AND ANY SYNTHETIC MATERIAL SHALL BE REMOVED PRIOR TO FINAL INSPECTION. WIRE BASKETS SHOULD BE CUT AWAY FROM THE TOP 1/3 OF THE ROOTBALL.
- MULCH SHALL BE PROVIDED A MINIMUM OF THREE (3) INCHES IN DEPTH AROUND ALL NEWLY PLANTED LANDSCAPE (CYPRESS MULCH IS NOT ALLOWED). SEE PLANT SCHEDULE FOR TYPE OF MULCH.
- A MULCH RING FOR ALL NEWLY PLANTED TREES SHALL BE PROVIDED AT LEAST FIVE (5) FEET IN DIAMETER. DO NOT MULCH WITHIN SIX (6) INCHES FROM THE TREE TRUNK.
- PLANT INSTALLATION SHALL NOT PROCEED PRIOR TO THE INSTALLATION AND OPERATION OF THE LANDSCAPE IRRIGATION SYSTEM. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL CAUSED BY INSUFFICIENT WATER.
- ALL PLANTINGS AND BED LAYOUTS SHALL BE SET AND APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO OWNER/LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE OWNER'S REQUEST AND THE CONTRACTOR'S OWN EXPENSE.
- ALL DISTURBED AREAS OUTSIDE OF THIS SCOPE TO BE SODDED; REFER TO CIVIL ENGINEERING PLANS FOR DETAILS AND SPECIFICATIONS.

D. TOPSOIL

- TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
- SOIL IN TREE ISLANDS SHALL HAVE AT LEAST TWELVE (12) INCHES OF SUITABLE SOIL FOR TREE PLANTINGS AND BE VOID OF ANY CONSTRUCTION DEBRIS OR UNSUITABLE MATERIALS.
- THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL PLANTING ISLANDS, PARKING LOT ISLANDS OR PLANTING AREAS SHALL BE CLEAN OF ALL TRASH, DEBRIS OR OTHER NON-INDIGENOUS MATERIALS TO A DEPTH OF 36" PRIOR TO ANY LANDSCAPE INSTALLATION.
- FILL FOR ALL PARKING LOT ISLANDS SHALL BE A MIN. OF 3" BELOW TOP OF CURBING AND BE CROWNED TO A MIN. OF 6" ABOVE CURBING AT THE CENTER OF EACH ISLAND.

- EDGING
- ALL EDGING SHALL BE AS DESCRIBED IN THE PLANTING DETAILS.
- MULCHING AND EDGING SHALL BE PER APPROPRIATE NOTES & SPECIFICATIONS.

F. TREE STAKING

- ALL TREES TO BE STAKED AND GUYED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
- ALL TREES, INCLUDING PALMS, SHALL BE SET VERTICALLY TO THE GROUND OR IF ON SLOPES OR BERMS, SHALL BE SET VERTICALLY TO THE SURROUNDING FLAT TERRAIN.

G. WARRANTY

- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE BY THE OWNER AND/OR LANDSCAPE ARCHITECT. UNTIL FINAL ACCEPTANCE BY THE OWNER AND/OR LANDSCAPE ARCHITECT, ALL PLANT MATERIAL MUST BE MAINTAINED IN GOOD, LIVING CONDITION. THIS INCLUDES KEEPING BEDS FREE OF DEBRIS AND WEEDS, ALL MECHANICAL MAINTENANCE, FERTILIZATION, CHEMICAL TREATMENTS FOR DISEASE OR INFESTATION AND WATERING. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD (AS DIRECTED BY OWNER).
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ANY AND ALL NECESSARY REPAIRS TO DAMAGE CAUSED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR WARRANTY OF HEALTH OF PLANTS IN ON-SITE SOILS. IF DURING DIGGING, CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF OWNER/LANDSCAPE ARCHITECT FOR REMEDIAL ACTION.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE & REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.

Sod Notes

ALL AREAS WITHIN THE LIMITS OF WORK NOT DESIGNATED TO RECEIVE TREES OR SHRUBS; OR NOT OTHERWISE DESIGNATED WITH A SPECIFIC TURF GRASS; SHALL BE SODDED TO MATCH ADJACENT SODDED AREAS. SEE LANDSCAPE PLANS FOR MORE DETAILS.

Contractor Notes

1. THE LANDSCAPE CONTRACTOR SHALL REVIEW ALL LANDSCAPE PLANS AND SPECIFICATIONs AND PERFORM AN ANALYSIS OF SITE CONDITIONS RELATIVE TO THE PLANS AND SPECIFICATIONS PRIOR TO CONSTRUCTION AS WELL AS BECOMING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS PRIOR TO CONSTRUCTION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY & ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
2. REPORT ALL DISCREPANCIES IN SITE CONDITIONS OR NON-CONFORMANCE TO SPECIFICATIONS (SUCH AS GRADING, BACKFILLING, REMOVAL OF DEBRIS, GRUBBING, ETC) TO LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR AND WARRANTY THE HEALTH OF PLANTS IN ON-SITE SOILS. IF, DURING DIGGING, THE CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER FOR IMMEDIATE REMEDIAL ACTION. CONTRACTOR SHALL ALSO TAKE ALL NECESSARY MEASURES TO ENSURE THE VIABILITY AND SURVIVABILITY OF ITALIAN CYPRESS IN THIS SCOPE OF WORK.
4. TO INSURE A TIMELY FLOW OF WORK, THE LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER TRADES OR PROFESSIONALS ON THE SITE WHOSE WORK MAY OVERLAP OR INTERFERE WITH THE WORK SET FORTH IN THE PLAN SET OR WRITTEN SPECIFICATIONS.
5. THE PLANT QUANTITIES WITHIN THE PLANT LIST ARE PROVIDED FOR CONVENIENCE PURPOSES. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT MATERIAL QUANTITIES AND ALL QUANTITIES FOR SOD, MULCH, ROCK MULCH, FINISH GRADE/BERMING AND PLANTING SOIL, PRIOR TO BIDDING. WHERE CONFLICTS OCCUR BETWEEN PLAN DRAWINGS AND PLANT LIST, THE PLAN DRAWINGS SHALL PREVAIL.
6. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
7. DISCREPANCIES IN DOCUMENTS OR SITE CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IN WRITING AT TIME OF BIDDING OR PRIOR TO CONSTRUCTION. NO ACCOUNT SHALL BE MADE AFTER CONTRACT COMPLETION FOR FAILURE TO REPORT SUCH CONDITION OR FOR ERRORS ON THE PART OF THE LANDSCAPE CONTRACTOR AT TIME OF BIDDING (ONLY EXTREMELY PECULIAR AND UNUSUAL CONDITIONS WILL BE CONSIDERED FOR NEGOTIATION).
8. ALL QUESTIONS CONCERNING THIS PLAN SET OR SPECIFICATIONs SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT.
9. PLANT MATERIALS ARE TO BE BID AS SPECIFIED UNLESS UNAVAILABLE, AT WHICH TIME THE LANDSCAPE ARCHITECT WILL BE NOTIFIED BY TELEPHONE AND IN WRITING OF THE INTENDED CHANGES. THERE SHALL BE NO ADDITIONS, DELETIONS OR SUBSTITUTIONS WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
10. IF ISSUED, WRITTEN SPECIFICATIONS SHALL BE AN INTEGRAL PART OF THIS PLAN SET.
11. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY PROPERTY LINE LOCATIONS BEFORE INSTALLATION OF ANY PERIMETER PLANT MATERIAL OR IRRIGATION SYSTEM.
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY APPLICABLE PERMITS AND LICENSES TO PERFORM THE WORK SET FORTH IN THE PLAN SET OR WRITTEN SPECIFICATIONS.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTINGS (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, MOWING, ETC) OF PLANTING AREAS AND LAWNS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE LANDSCAPE ARCHITECT AND THE OWNER.
14. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF FINAL ACCEPTANCE. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD (AS DIRECTED BY THE OWNER).

Irrigation Design Notes

IT IS THE INTENT OF THE OWNER TO HAVE AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM FOR THIS PROJECT. THE SYSTEM IS TO BE EXECUTED THROUGH A QUALIFIED CONTRACTOR AS A DESIGN/BUILD SCOPE OF WORK. THE DESIGN OF THIS SYSTEM MUST, AT A MINIMUM, COMPLY WITH THE FOLLOWING CRITERIA.

1. SYSTEM SHOULD PROVIDE FOR 100% COVERAGE OF ALL PLANTING AREAS WITH HEAD TO HEAD COVERAGE.
2. SYSTEM SHOULD BE DESIGNED FOR MOST EFFICIENT USAGE OF WATER USING BEST MANAGEMENT PRACTICES FOR THE PROTECTION OF WATER RESOURCES IN FLORIDA DEVELOPED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DEPARTMENT OF COMMUNITY AFFAIRS, WATER MANAGEMENT DISTRICTS, THE UNIVERSITY OF FLORIDA.
3. ALL PROPOSED TREES SHALL EACH HAVE CORRESPONDING BUBBLERS ASSOCIATED WITH IT AS A PART OF THE DESIGN OF THE IRRIGATION SYSTEM.
4. IF THE WATER SOURCE IS FROM A REUSE OR RECLAIMED WATER SUPPLY; SYSTEM SHOULD BE DESIGNED TO MEET ALL REQUIREMENTS FOR AS SET FORTH BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE FLORIDA DEPARTMENT OF HEALTH, PLUS ANY ADDITIONAL REQUIREMENTS FOR STATE AND LOCAL MUNICIPALITIES AND ANY WATER MANAGEMENT DISTRICTS.
5. SYSTEM SHOULD BE DESIGNED TO ISOLATE TURF AREAS FROM SHRUB AREAS.
6. SYSTEM SHOULD BE DESIGNED TO ALLOW IRRIGATION TO BE ACCOMPLISHED IN A SIX HOUR PERIOD.
7. SYSTEM SHOULD BE DESIGNED TO MINIMIZE OVERSPRAY ONTO PAVED SURFACES.
8. SYSTEM SHOULD BE DESIGNED TO BE METERED AS STAND ALONE WATER SERVICE.
9. SYSTEM SHOULD BE DESIGNED TO INCLUDE A RAIN SENSOR.
10. SYSTEM SHOULD BE DESIGNED TO INCORPORATE QUICK COUPLER VALVES AT NO MORE THAN 200 FEET ON CENTER.
11. OWNER RESERVES THE RIGHT TO REVIEW THE DESIGN PLACEMENT OF ALL BACKFLOW PREVENTORS, CONTROLLERS AND VALVE BOXES.
12. IRRIGATION PLANS SHOULD BE PREPARED AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET AND SHOULD ACCURATELY, AND CLEARLY, DEPICT THE LOCATION OF ALL POINTS OF CONNECTION, BACKFLOW PREVENTORS, CONTROLLERS, VALVE BOXES, SLEEVES, MAIN LINE (INCLUDING DIA.), LATERAL LINES (INCLUDING DIA.), TURF ROTORS, SPRAY HEADS, DRIP EMITTERS, QUICK COUPLERS AND NOZZLES.

AT THE COMPLETION OF THE PROJECT THE OWNER WILL BE PROVIDED WITH THE FOLLOWING ITEMS AS THEY RELATE TO THE IRRIGATION SYSTEM:

1 - SET OF DIGITAL AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - SETS OF AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - COPIES OF OWNER'S OPERATIONS AND MAINTENANCE MANUALS.
3 - COPIES OF RECOMMENDED IRRIGATION SCHEDULE WITH PROPOSED APPLICATION RATES.
6 - EXTRA SPRAY / ROTOR HEADS FOR EACH TYPE USED ON THE PROJECT.

Mulch Notes

PINE BARK MINI NUGGETS SHALL BE PROVIDED FOR ALL AREAS WITHIN THE LIMITS OF WORK DESIGNATED TO RECEIVE NEW TREES OR SHRUBS; SEE LANDSCAPE PLANS FOR MORE DETAILS. MULCH SHALL BE PROVIDED TO A CONSISTENT DEPTH OF 3 INCHES THROUGHOUT.

REVISIONS

NO.	DATE	DESCRIPTION	BY

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY LANDSCAPE

PLANT SCHEDULE & NOTES

BASHAM & LUCAS DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

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L2.1

REVIEW SET

SECTION 02950 TREES, SHRUBS, AND GROUND COVER

PART 1 GENERAL

1.01 WORK INCLUDED
A. Trees, shrubs, vines and ground cover as applicable.

B. Topsoil backfill.

C. Staking and guying.

D. Maintenance service.

E. Annuals and perennials planting.

1.02 RELATED WORK
A. Section 02811 – Underground Sprinkler System.

B. Section 02938 – Sodding.

1.03 REFERENCES
A. Standardized Plant Names, 1942 edition, American Joint Committee on Horticulture Nomenclature.

B. American Standard for Nursery Stock (ANSI Z60), latest edition, American Association of Nurserymen.

C. FS O-F-241 – Fertilizer, Mixed, Commercial.

1.04 QUALITY ASSURANCE
A. Perform work with personnel experienced in the work required of this Section under direction of a skilled foreman.

B. Submit sources of plant materials. All materials to have name tags attached. Submit invoice with plant names noted if required.

C. Contractor shall locate all materials and be responsible for conformance with requirements of this Section. All plants not meeting requirements to be rejected.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Move B&B plant materials with solid balls wrapped in burlap. Plants to be lifted only by ball or container.

B. Deliver plant materials immediately prior to placement. Keep plant materials not immediately installed moist and protect from freezing by covering ball or container with mulch.

C. Reject plants when ball or container of earth surrounding roots has been cracked, broken or frozen preparatory to or during process of planting.

1.06 WARRANTY
A. Warrant all plants to be living, healthy specimens for a period of one year commencing upon date of final acceptance. Warranty period shall terminate only if plants have been in full leaf for 30 days at end of warranty period. Termination of warranty period shall be extended as necessary to comply. All materials to be in vigorous condition at end of warranty period.

B. Immediately remove dead plants and plants not in a vigorous condition and replace as soon as weather conditions permit. Each replacement shall be covered with one year warranty commencing at time of planting.

C. Replacements: Match with adjacent plants of the same species in size and form.

1.07 MAINTENANCE SERVICE
A. Begin maintenance of plant materials immediately after planting and continue until date of final project acceptance.

B. Maintenance shall include measures necessary to establish and maintain plants in a vigorous and healthy growing condition. Include the following:
1. Cultivation and weeding of plant beds and tree pits. When herbicides are used for weed control, apply in accordance with manufacturer's instructions. Remedy damage resulting from use of herbicides.
2. Watering sufficient to maintain optimum moisture level.
3. Pruning, including removal of dead or broken branches, and treatment of prune wounds.
4. Disease and insect control.
5. Maintaining plants in an upright, plumb position, and repair of settling.
6. Maintenance of wrappings, guys, turnbuckles and stakes. Adjust turnbuckles or otherwise keep guy wires tight. Repair or replace accessories when required.

PART 2 PRODUCTS

2.01 MATERIALS
A. Trees, Shrubs, Vines, and Ground Cover: Species and size identified in plant list. Plant materials shall be true to name, in good health, free of disease and insects, excellent in form and in complete conformance with ANSI Z60. All materials to be nursery grown.

B. Topsoil for use in preparing soil mixture for backfilling plant pits shall be fertile, friable, and of a loamy character; reasonably free of subsoil, clay lumps, brush weeds and other litter; free of roots, stumps, stones larger than 2" in any direction, and other extraneous or toxic matter harmful to plant growth. it shall contain three (3) to five (5) percent decomposed organic matter and a ph between 5.5 and 7.0 – submit sample and ph testing results for approval.

C. Mulch: See Plant Schedule. Cypress products are prohibited.

D. Fertilizer: Osmocote 18–6–12. Or Approved Equal.

E. Organic Compost: Supplied by Wild Earth Products – State Line Bark & Mulch Inc. Rte. 4 Box 630, Old Dixie Hwy. 121 Folkston, GA 31537 ph. 912–496–2999 fx. 912–496–2998 wildearth1@yahoo.com – Or Approved Equal.

2.02 ACCESSORIES
A. Wrapping Materials: Heavy paper manufactured for tree wrapping purpose.

B. Stakes: Metal Fence posts (Painted Brown) – 6 foot height. Wood (Painted Brown) – All sizes decay resistant.

C. Hardware (cables, wire, eye bolts, and turnbuckles): Noncorrosive; of sufficient strength to withstand wind pressure.

D. Tie straps: Soft polypropylene material equal to ArborTie, by Deep Root Partners, L.P., 31 Langston St., Suite 4, San Francisco, CA, 94103, 1–800–277–7668.

PART 3 EXECUTION

3.01 PREPARATION
A. Verify topsoil is ready to receive the work of this Section. All areas to be planted with shrub or ground cover masses to have minimum 6 inch depth of topsoil.

B. Remove all weeds and grasses from planting beds. Bermuda grass, if present, to be exterminated by approved means or all soil removed to 6 inch depth and replaced with topsoil free of bermuda grass.

C. Stake tree locations and place shrubs, vines, and ground covers for review and final orientation by Owner's Representative prior to installation.

D. Outline bed edges for approval prior to installation.

E. Prepare topsoil for shrub and ground cover beds, after removing any vegetation with approved procedure, by tilling 2 inch layer (165 CF per 1000 sq. ft.) of compost into the upper 6 inches of soil.

3.02 INSTALLATION
A. Excavate for plant materials. Tree pits shall be 24 inches greater in diameter than root ball. Circle to be centered on tree and true in form. Slope cut edge to 6" depth and bottom of pit to depth required to accommodate tree rootball. Shrub pits shall be 12 inches greater in diameter than root ball. Topsoil from excavation may be retained for backfill if it is friable and free of rock and clods greater than 2" in dia. Remove all subsoil, rock, and debris from site.

B. Set trees with top of root ball 3 inches above surrounding grade, and other plant materials 2 inches above surrounding grade, after settlement.

C. Remove containers from container–grown stock. Set plants in center of pits and backfill with topsoil in 6 inch layers. Pull away ropes, wires, etc. from the top of the ball.

D. Final 6 inch layer of backfill around trees to consist of 1:1 mixture of organic compost and topsoil.

E. Thoroughly water soil when the hole is half full, and again when full.

F. Apply 1/2 pound fertilizer evenly over cultivated area around each tree and 1 pound per 100 square feet to shrub and ground cover plantings.

G. Evenly spread a 3 inch layer of mulch over tree pits and planting beds. For trees, avoid placing mulch within 6" of tree trunk. For shrubs, avoid placing mulch within 3" of plants main stem.

H. Prune trees and shrubs after planting to improve form and to remove dead and broken branches.

I. Circular area around trees to be mulched and free of vegetation. For trees 2 inch and greater in caliper, area to be 6 feet in diameter. For trees less than 2 inch caliper, area to be 4 feet in diameter. Circle to be centered on tree and true in form.

J. After planting trees, form a 3' diameter ridge of topsoil around edge of excavation to retain water.

3.03 PLANT SUPPORT
A. Brace plants upright and plumb in position by staking and guying as detailed. Guys to be secured to tree with loops as detailed.

3.04 SPECIAL PLANTING
A. Annuals, Seasonal Planting: Prepare soil per requirements for shrubs and ground cover as described in Article 3.01. Refresh annually by Incorporating 2 inch layer (165 CF per 1000 SF) of organic compost.
1. Spring Planting should be installed between March and April.
2. Fall Planting should be installed between October and November.
3. Spring or Fall planting time is contingent upon current weather patterns and temperature.

END OF SECTION 02950

SECTION 02938 SODDING

PART 1 GENERAL

1.01 WORK INCLUDED
A. Preparation of planting surface.
B. Fertilizing.

C. Sod installation.

D. Maintenance service.

1.02 RELATED WORK
A. Section 02950 – Trees, Shrubs and Ground Cover.

B. Section 02811 – Underground Sprinkler System.

1.03 REFERENCES
A. Standardized Plant Names, 1942 Edition, American Joint Committee on Horticulture Nomenclature.

B. ASPA (American Sod Producers Association) – Guideline Specifications to Sodding.

C. FSO–F–241 – Fertilizers, Mixed, Commercial.

1.04 DEFINITIONS
A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel and Brome Grass.

1.05 QUALITY ASSURANCE
A. Sod Producer: Company specializing in sod production and harvesting with a minimum of 5 years experience.

B. Sod: Root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.

1.06 REGULATORY REQUIREMENTS
A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.07 TESTS
A. None required.

1.08 MAINTENANCE DATA
A. Submit recommended maintenance procedures to be followed by Owner.

B. Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.09 DELIVERY, STORAGE, AND HANDLING
A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.010 COORDINATION
A. Coordinate the work of this Section with installation of underground sprinkler system and plant material as applicable.

1.011 MAINTENANCE SERVICE
A. Maintain sod from installation through to date of final acceptance.

PART 2 PRODUCTS
2.01 MATERIALS
A. Sod: Cultivated grass sod; type indicated on Drawings; with strong fibrous root system, free of stones, burned or bare spots, and weeds.

B. Fertilizer: Type recommended for grass; of proportions necessary to eliminate any deficiencies of topsoil as indicated in soils test or otherwise approved.

C. Soil Amendments: Lime, sulphur, or other material recommended by soil test.

D. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

2.02 HARVESTING
A. Machine cut sod and load on pallets in accordance with ASPA guidelines.

B. Cut sod with minimum 1/2 inch and maximum one inch topsoil base.

PART 3 EXECUTION

3.01 INSPECTION
A. Verify that prepared soil base is ready to receive the work of this Section.

B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION
A. Finish grade areas to be sodded so that the surface is smooth and is approximately 1 inch below adjoining sidewalks and other paved surfaces.

B. Remove all weeds and grasses from areas to be sodded

C. Planting surface shall be made friable by approved method of scarification. Prepared surface shall be floated smooth and free of bumps and depressions. Remove stones and foreign matter over 2 inches in diameter from top 2 inches of sod bed. Plant immediately thereafter, provided the bed has remained in a friable condition and has not become muddy or hard. If it has become hard, till to a friable condition again.

D. Apply fertilizer at the rate of one pound actual Nitrogen per 1000 square feet. Apply fertilizer prior to installation of sod. Apply fertilizer no more than 48 hrs before laying sod.

E. Lightly water to aid the dissipation of fertilizer.

3.03 LAYING SOD
A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within 24 hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

D. Finished sodding to be smooth and free of bumps and depression. Surface to be flush with adjoining grass areas if any. Place top elevation of sod approximately 1/2 inch below adjoining edging, paving and curbs. Grade planting surface as necessary to accomplish above.

E. Water sodded areas deeply immediately after installation.

3.04 WARRANTY
A. Sodded areas to be vigorously growing at time of final acceptance or if installation occurs during dormancy warranty to extend through first month of following growing season. At conclusion of initial warranty period replace dead or unhealthy sod.

3.05 MAINTENANCE
A. Mow grass at regular intervals to maintain at a maximum height of 3 inches for St. Augustine Grass. Do not cut more than 1/3 of grass blade at any one mowing.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water sufficiently to insure establishment and maintain vigorous appearance.

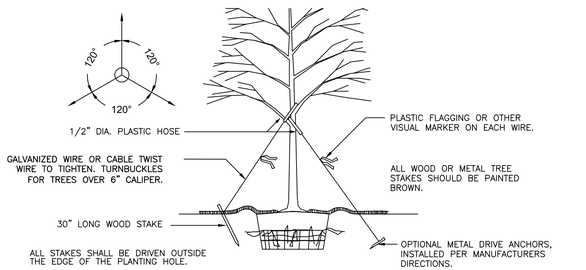
E. Roll and/or topdress surface as needed to remove minor depressions or irregularities.

F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

G. Immediately replace sod in areas which show deterioration or bare spots. Any areas that have had topsoil washed away shall be filled to match specified grade with topsoil before resodding.

H. Protect sodded areas with warning signs during maintenance period.

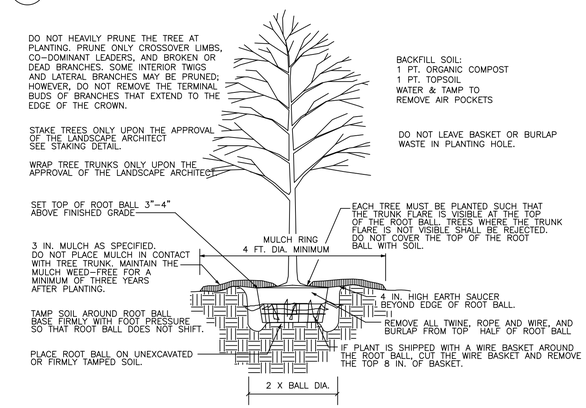
END OF SECTION 02938



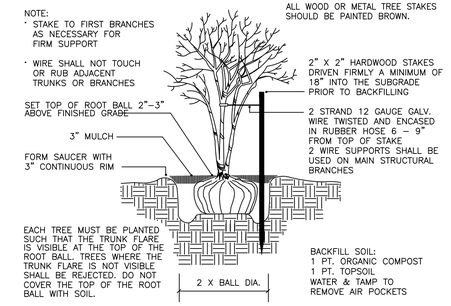
REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVERCOME THE PROBLEM THAT REQUIRED THE TREE TO BE STAKED. STAKES SHALL BE REMOVED NO LATER THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

ALL TREES SHOULD BE STAKED ACCORDING TO THE DETAILS PROVIDED IN THESE DRAWINGS UNLESS STATED OTHERWISE BY THE LANDSCAPE ARCHITECT. THE FOLLOWING ARE REASONS WHY TREES DO NOT REMAIN STRAIGHT.
- o TREES WITH POOR–QUALITY ROOT BALLS OR ROOT BALLS THAT HAVE BEEN CRACKED OR DAMAGED. REJECT RATHER THAN STAKE.
- o TREES THAT HAVE GROWN TOO CLOSE TOGETHER IN THE NURSERY, RESULTING IN WEAK TRUNKS. REJECT RATHER THAN STAKE.
- o PLANTING PROCEDURES THAT DO NOT ADEQUATELY TAMP SOILS AROUND THE ROOT BALL. CORRECT THE PLANTING PROCEDURE.
- o ROOT BALLS PLACED ON SOFT SOIL. TAMP SOILS UNDER ROOT BALL PRIOR TO PLANTING.
- o ROOT BALLS WITH VERY SANDY SOIL OR VERY WET CLAY SOIL. STAKING ADVISABLE.
- o TREES LOCATED IN A PLACE OF EXTREMELY WINDY CONDITIONS. STAKING ADVISABLE.

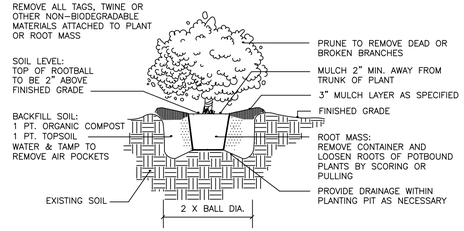
LARGE TREE STAKING DETAIL (3" CAL. OR LARGER)



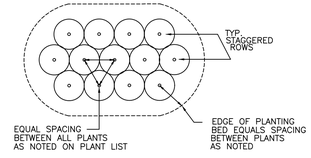
LARGE TREE PLANTING DETAIL (3" CAL. OR LARGER)



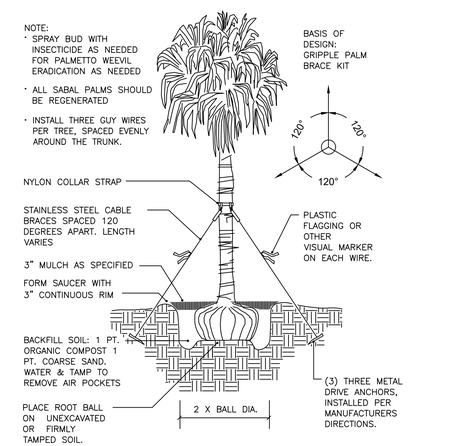
MULTI–TRUNK OR SMALL TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



SHRUB MASS PLANTING LAYOUT



PALM TREE PLANTING DETAIL

811 Know what's below. Call before you dig.

REVISIONS

NO.	DATE	DESCRIPTION	BY

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prepared for DREAM FINDER HOMES

MILCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY LANDSCAPE

SPECIFICATIONS & DETAILS

BASHAM & LUCAS DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

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REVIEW SET

MILLCREEK PD

CITY OF FORT PIERCE, FLORIDA

TRAFFIC IMPACT ANALYSIS

PREPARED FOR:
DREAM FINDERS HOMES, LLC

Prepared by:

JFO GROUP INC
COA Number 32276
6671 W Indiantown Road
Suite 50-324
Jupiter, FL 33458

June 14, 2024

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on June 14, 2024, using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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EXHIBIT 1: PROPERTY APPRAISER

EXHIBIT 2: CONCEPTUAL SITE PLAN

EXHIBIT 3: ITE TRIP GENERATION RATES

EXHIBIT 4: UF BEBR POPULATIONS PROJECTIONS

EXHIBIT 5: 2023 TRAFFIC COUNTS AND LOS REPORT

EXHIBIT 6: FIVE YEAR WORK PROGRAM

EXHIBIT 7: DRIVEWAY ANALYSIS

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1. INTRODUCTION

JFO Group Inc. has been retained to prepare a traffic impact analysis to determine compliance with the *St Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures for St Lucie County, City of Fort Pierce and the City of Port St Lucie* for the Millcreek PD project. The property is located north of Orange Avenue, ±¾-mile east of Jenkins Road in the City of Fort Pierce, Florida.

Figure 1: Project Location

Parcel Control Number associated with this project is 2407-124-0001-000-3. Exhibit 1 includes information from the Saint Lucie County Property Appraiser's office for the parcels included in the proposed site plan. Figure 1 shows an aerial location of the site in relation to the transportation network.

The subject property has a current Future Land Use Designation of Medium Density Residential (RM) and a Zoning designation of Planned Development (PD). The Millcreek PD project is proposing 313 townhomes and 130 single family homes. Exhibit 2 includes a copy of a conceptual site plan. Project build-out is expected in the year 2027.

2. TRIP GENERATION

Project traffic potentially generated by the proposed project was calculated using the Institute of Transportation Engineers (ITE) publication *Trip Generation Manual, 11th Edition*. When fitted curve equations were not available, weighted average rates were used. Similarly, when data plots had at least 20 data points and a fitted curve equation with an R^2 of at least 0.75, fitted curve equations were used. Exhibit 3 includes an excerpt from the ITE Trip Generation manual for the trip generation rates used in this analysis.

Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. As part of a conservative analysis and for simplification purposes, no traffic credit was taken for vested uses on the subject site.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	210	LN(T)=0.92 LN(X)+2.68	26%	74%	LN(T)=0.91 LN(X)+0.12	63%	37%	LN(T)=0.94 LN(X)+0.27
Townhomes	220	T = 6.41(X) + 75.31	24%	76%	T = 0.31(X) + 22.85	63%	37%	T = 0.43(X) + 20.55

According to Table 2, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 3,367, 215 (54 In/161 Out) and 282 (178 In/104 Out) trips respectively.

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family	130 DUs	1,285	25	70	95	80	47	127
Townhomes	313 DUs	2,082	29	91	120	98	57	155
Net Proposed Traffic		***3,367***	***54***	***161***	***215***	***178***	***104***	***282***

3. EXISTING CONDITIONS

Orange Avenue is the major roadway serving as primary access to the project. It consists of a four (4) lane divided road in the project vicinity.

4. BACKGROUND TRAFFIC

The University of Florida's Bureau of Economic and Business Research (BEBR) from the College of Liberal Arts and Sciences calculates population projections for Florida and Its Counties. Table 3 includes the St. Lucie County BEBR growth rates for Year 2025 based on data included in the BEBR Bulletin 198 from January 2024. Exhibit 4 includes the applicable excerpts from the BEBR bulletin.

Table 3: 2025 UF-BEBR Growth Rate

County	BEBR Population Estimate April 1, 2023	BEBR Population Projections (April 1)		2025
		Range	2025	
St. Lucie	368,628	Low	362,300	-0.57%
		Medium	385,400	1.50%
		High	408,600	3.60%

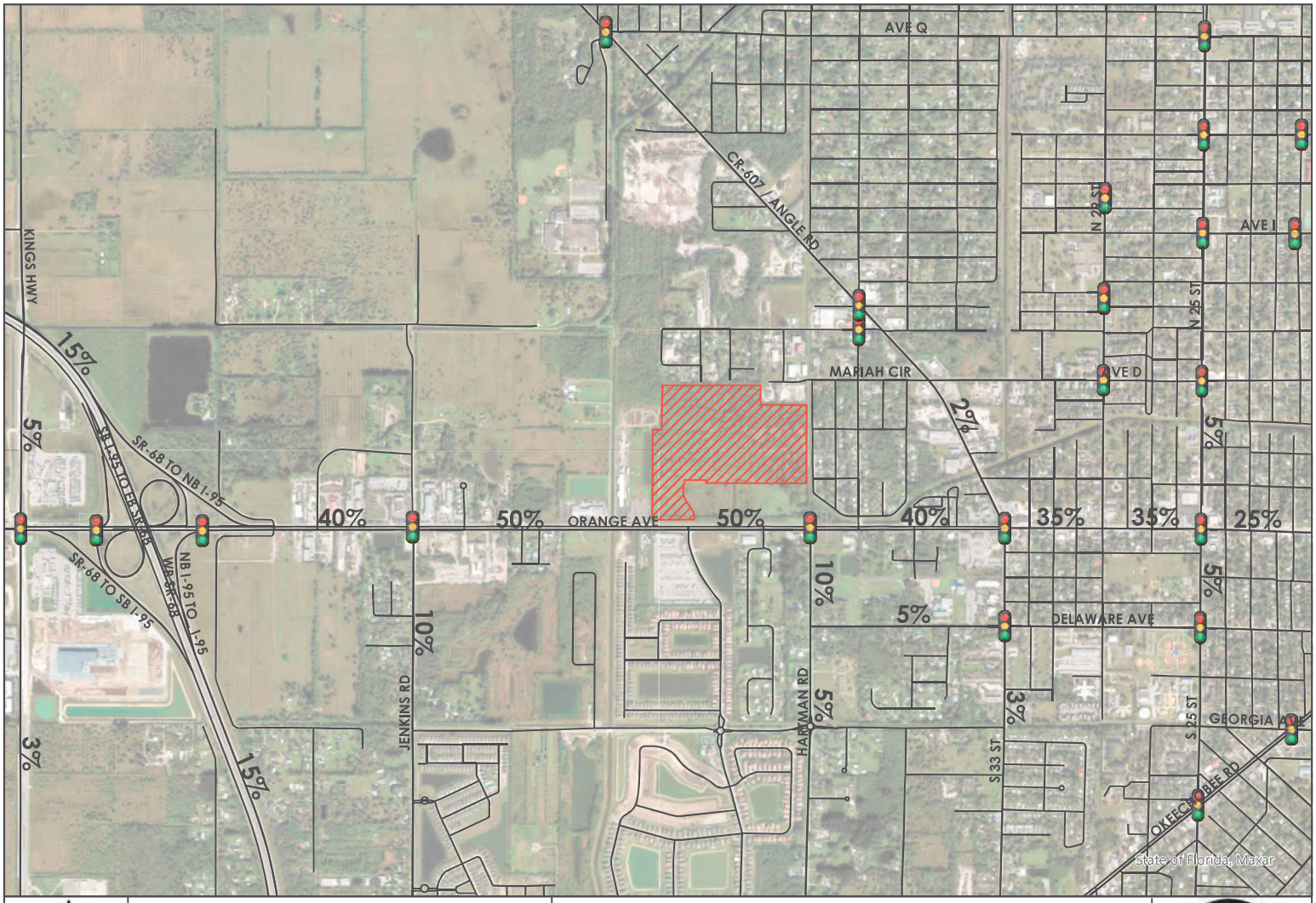
In order to provide a conservative analysis, the BEBR medium growth rate (1.50%) was used in this analysis to determine background traffic on the transportation network.

5. TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution and assignment incorporates the characteristics of the proposed development as well as the surrounding network configuration. Figure 2 shows the project trip distribution for all roadway links in the project vicinity, as well as the signalized intersections.

Table 4: Project Impact

Roadway	From	To	LOS Capacity	Traffic Assignment	Project Traffic	Project Impact
Kings Hwy	Picos Rd To Orange Ave		880	5%	9	1.02%
Kings Hwy	Orange Ave to Angle Rd		920	3%	5	0.54%
I-95	Okeechobee Rd To Orange Ave		7,320	15%	27	0.37%
I-95	Orange Ave to Indrio Rd		7,320	15%	27	0.37%
Jenkins Rd	Peterson Rd to Orange Ave		920	10%	18	1.96%
Hartman Rd	Okeechobee Rd to Peterson Rd		750	5%	9	1.20%
Hartman Rd	Peterson Rd to Delaware Ave		540	5%	9	1.67%
Hartman Rd	Delaware Ave to Orange Ave		790	10%	18	2.28%
33rd St	Okeechobee Rd to Delaware Ave		750	1%	2	0.27%
33rd St	Delaware Ave to Orange Ave		790	3%	5	0.63%
Angle Rd	Orange Ave to Avenue D		840	2%	4	0.48%
Angle Rd	Avenue D to Avenue Q		580	2%	4	0.69%
25th St	Okeechobee Rd to Georgia Ave		1,630	5%	9	0.55%
25th St	Georgia Ave to Delaware Ave		1,630	5%	9	0.55%
25th St	Delaware Ave to Orange Ave		1,630	5%	9	0.55%
25th St	Orange Ave to Avenue D		1,630	5%	9	0.55%
25th St	Avenue D to Avenue Q		1,630	5%	9	0.55%
Delaware Ave	Hartman Rd to 33rd St		600	5%	9	1.50%
Delaware Ave	33rd St to 25th St		1,710	5%	9	0.53%
Delaware Ave	25th St to Okeechobee Rd		1,220	5%	9	0.74%
Orange Ave	Campbell Rd to Kings Hwy		1,070	2%	4	0.37%
Orange Ave	Kings Hwy to I-95		2,100	10%	18	0.86%
Orange Ave	I-95 to Jenkins Rd		2,100	30%	53	2.52%
Orange Ave	Jenkins Rd to Hartman Rd		2,100	50%	89	4.24%
Orange Ave	Hartman Rd to Angle Rd		2,100	40%	71	3.38%
Orange Ave	Angle Rd to 25th St		1,710	35%	62	3.63%
Avenue D	Angle Rd to 29th St		600	1%	2	0.33%
Avenue D	29th St to 25th St		790	3%	5	0.63%
Avenue D	25th St to 17th St		750	2%	4	0.53%



Project Site

0 0.2 0.4 0.6 0.8 1 Miles

Figure 2:
Traffic Assignment
MILLCREEK PD

JFO GROUP INC

As can be seen in Table 4, the project impact to the first connection to the Major Road Network will consume more than one percent (1%) of the peak-hour peak-direction capacity while the remaining Major Roadway Segments will consume less than five percent (5%).

Exhibit 5 includes excerpts from the St. Lucie Transportation Planning Organization 2023 Traffic Counts and Level of Service Report used in this analysis. Table 5 includes Level of Service analysis on the first accessible link as required by the *St Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures for St Lucie County, City of Fort Pierce and the City of Port St Lucie*. As shown in Table 5, the first accessible link meets the adopted service volume.

Table 5: Peak Hour Link Analysis

Road	From	To	Ln	2023 Traffic		2027 Background Traffic[1]		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS?
				AM	PM	AM	PM		AM	PM	AM	PM		
Orange Ave	Jenkins Rd to Site		4	825	825	876	876	50%	81	89	957	965	2,100	YES
Orange Ave	Site to Hartman Rd		4	825	825	876	876	50%	81	89	957	965	2,100	YES

Peak Hour-Peak Direction	
AM	PM
161	178

[1] Calculated GR = 1.50%. See Table 3.

6. DRIVEWAY ANALYSIS

The Millcreek PD development is proposing one (1) full driveway on Orange Avenue. According to the National Cooperative Highway Research Program (NCHRP) Report 457, a left-turn lane is recommended on the unstopped approach of any intersection when the combination of intersection volumes intersect above or to the right of the appropriate trend line shown in Figure 2-5 of the NCHRP Report. Likewise, the November 2019 FDOT Access Management Guidebook includes recommended guidelines for exclusive right-turn lanes to unsignalized driveways based on the NCHRP Report 420, Impacts of Access Management Techniques.

Figure 3: Project Driveway Volumes

Figure 3 provides Daily, AM and PM peak hour driveway volumes for the Millcreek PD Property project. Based on the information presented in this figure, NCHRP Reports 457 and 420, additional turn lanes are not warranted. Exhibit 7 includes right turn lane requirements.

7. CONCLUSIONS AND RECOMMENDATIONS

The Millcreek PD project is located north of Orange Avenue, ±¾-mile east of Jenkins Road in the City of Fort Pierce, Florida. The subject property has a current Future Land Use Designation of Medium Density Residential (RM) and a Zoning designation of Planned Development (PD). The Millcreek PD project is proposing 313 townhomes and 130 single family homes.

The proposed project will likely generate 3,367 net daily trips where 215 (54 In/161 Out) trips will occur during the AM peak hour and 282 (178 In/104 Out) during the PM peak hour. The project's first connection to the Major Road Network is on Orange Avenue between Jenkins Road and Hartman Road, at the existing intersection of Orange Avenue and Bent Creek Drive. There is an existing eastbound left turn at the proposed driveway that will remain and improved if required by FDOT. An additional westbound right turn lane is not warranted at this time.

At the time this traffic analysis was prepared, the *St Lucie TPO Transportation Improvement Program (TIP) - FY 2023/24 - FY 2027/2028* shows ATMS - Arterial Traffic Mgmt improvements along Orange Avenue.

The proposed Millcreek PD Property project has been evaluated following the *St Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures for St Lucie County, City of Fort Pierce and the City of Port St Lucie*. This analysis shows the proposed development will meet the adopted Level of Service on the roadway links significantly impacted.

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EXHIBIT 1: PROPERTY APPRAISER

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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: ORANGE AVE
Sec/Town/Range: 07/35S/40E
Parcel ID: 2407-124-0001-000-3
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 19834
Map ID: 24/07N
Zoning: Planned De

Ownership

FM Millcreek Holding LLC
1698 W Hibiscus Blvd Ste A
Melbourne, FL 32901

Legal Description

7 35 40 S 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4 AND SW 1/4 OF NE 1/4 OF NE 1/4 AND SE 1/4 OF NW 1/4 OF NE 1/4-LESS N 50 FT FOR RD R/W- AND SE 1/4 OF NE 1/4-LESS S 600 FT AND LESS FOR CANAL R/W- AND E 791.25 FT OF SW 1/4 OF NE 1/4-LESS E 65.98 FT OF S 600 FT AND LESS RD AND CANAL R/W AND LESS THAT PART MPDAF: FROM SE COR OF SW 1/4 OF NE 1/4 RUN N 00 00 56 E 40 FT,TH S 89 42 09 W 65.98 FT TO POB,TH CONT S 89 42 09 W 157.17 FT,TH N 00 17 51 W 92.93 FT TO CURVE CONC SW,R OF 206.46 FT,TH NWLY ALG ARC 125.20 FT,TH N 35 02 28 W 109.91 FT TO CURVE CONC E,R OF 280 FT,TH NLY ALG ARC 194.58 FT,TH N 04 46 28 E 18.58 FT TO CURVE CONC E,R OF 477.11 FT,TH NLY ALG ARC 98.22 FT,TH N 89 42 09 E 288.42 FT,TH S 00 00 56 W 600.01 FT TO POB-LESS ADDN R/W AS IN OR 3026-1790 SUBJ TO PERM DR ESMT AS IN CA 82-59.05-AND LESS ADDN RD R/W AS IN OR 3210-468-(62.51 AC) (OR 2483-1551)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	62.51
Land Size (SF):	2,722,935.6

Current Values

Just/Market Value:	$2,820,329
Assessed Value:	$17,543
Exemptions:	$0
Taxable Value:	$17,543

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 31, 2006	2483 / 1551	XX01	WD	FM Florida Land Company LLC	$4,950,000
Nov 23, 2005	2430 / 2546	XX02	SPWD	Orange Ave Dev LLC	$6,616,000
Apr 6, 2004	1940 / 2324	XX02	WD	Linda Davis Trust	$3,000,000
Apr 2, 2004	1940 / 2328	XX04	WD	Linda Davis Trust	$100
Apr 1, 2004	1940 / 2330	XX04	WD	Linda Davis Trust	$100
Mar 31, 2004	1940 / 2326	XX04	WD	Linda Davis Trust	$100
Jan 26, 1998	1124 / 1276	XX04	PRDEED	Linda	$100
Jan 26, 1998	1124 / 1271	XX04	PRDEED	Linda	$100
Jan 26, 1998	1124 / 1266	XX04	PRDEED		$100
Dec 27, 1996	1053 / 1888	XX02	PRDEED	Jean M Davis	$100
Dec 21, 1994	0935 / 1908	XX02	WD	Jean M Davis	$850,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$1,300
Land:	$2,819,029
Just/Market:	$2,820,329
Ag Credit:	$2,801,839
Save Our Homes or 10% Cap:	$947
Assessed:	$17,543
Exemption(s):	$0
Taxable:	$17,543

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	62.51	North St. Lucie Water Management District	$1,437.73
2023	0041	169.7	Fort Pierce Stormwater Charge	$11,709.30

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$2,820,329	$17,543	$0	$17,543
2022	$1,354,434	$17,511	$0	$17,511
2021	$826,432	$17,482	$0	$17,482
2020	$826,432	$17,456	$0	$17,456

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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EXHIBIT 2: CONCEPTUAL SITE PLAN

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1 OF 1

MILLCREEK
ORANGE AVE.

CONCEPTUAL SITE PLAN

CITY OF FT. PIERCE FLORIDA

DATE REVISION COMMENTS

TM
DESIGNED BY
AH
DRAWN BY
1" = 100'
SCALE
2/29/2024
DATE

REDTAIL

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EXHIBIT 3: ITE TRIP GENERATION RATES

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Land Use: 210
Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

Single-Family Detached Housing
(210)

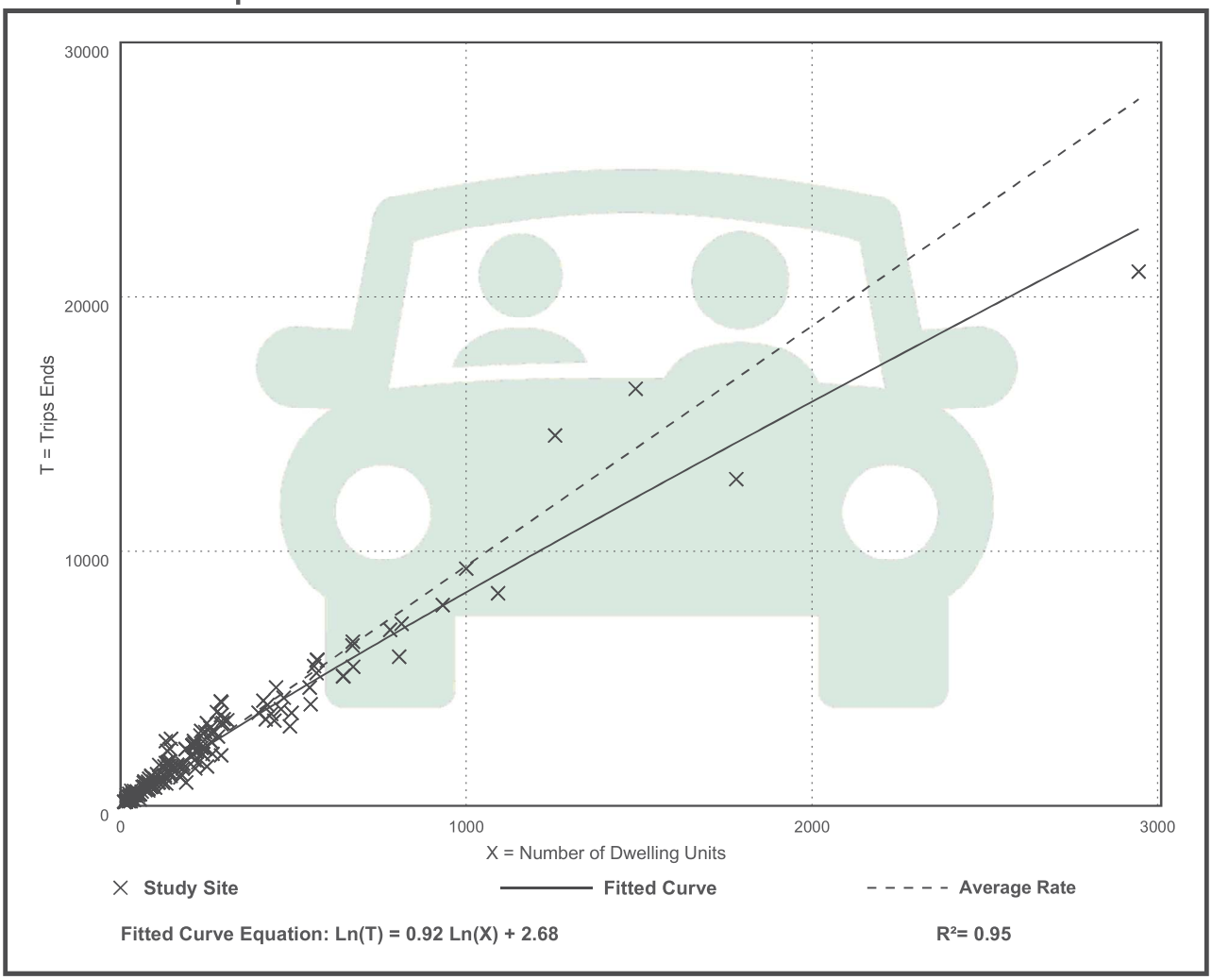
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68

R^2= 0.95

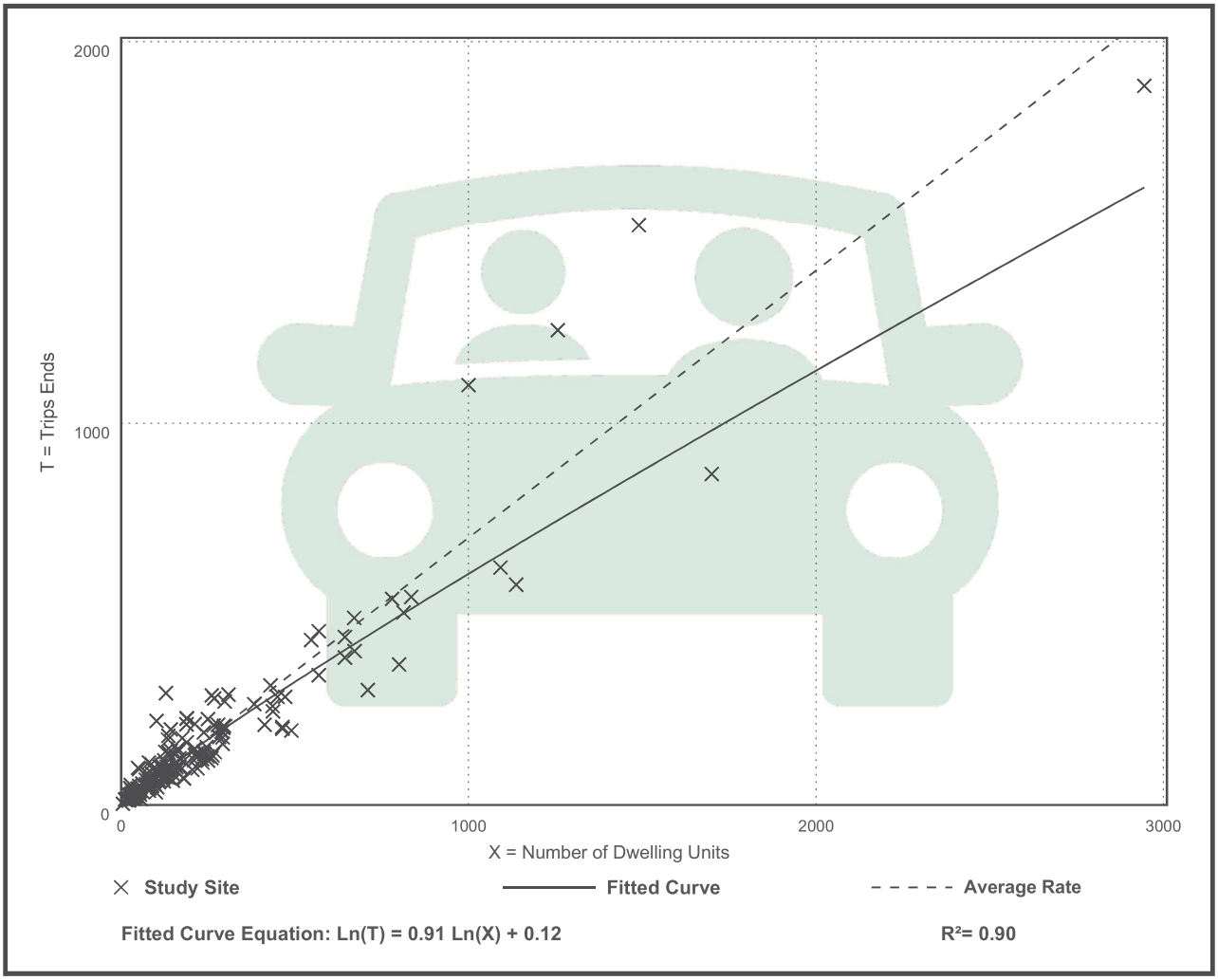
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



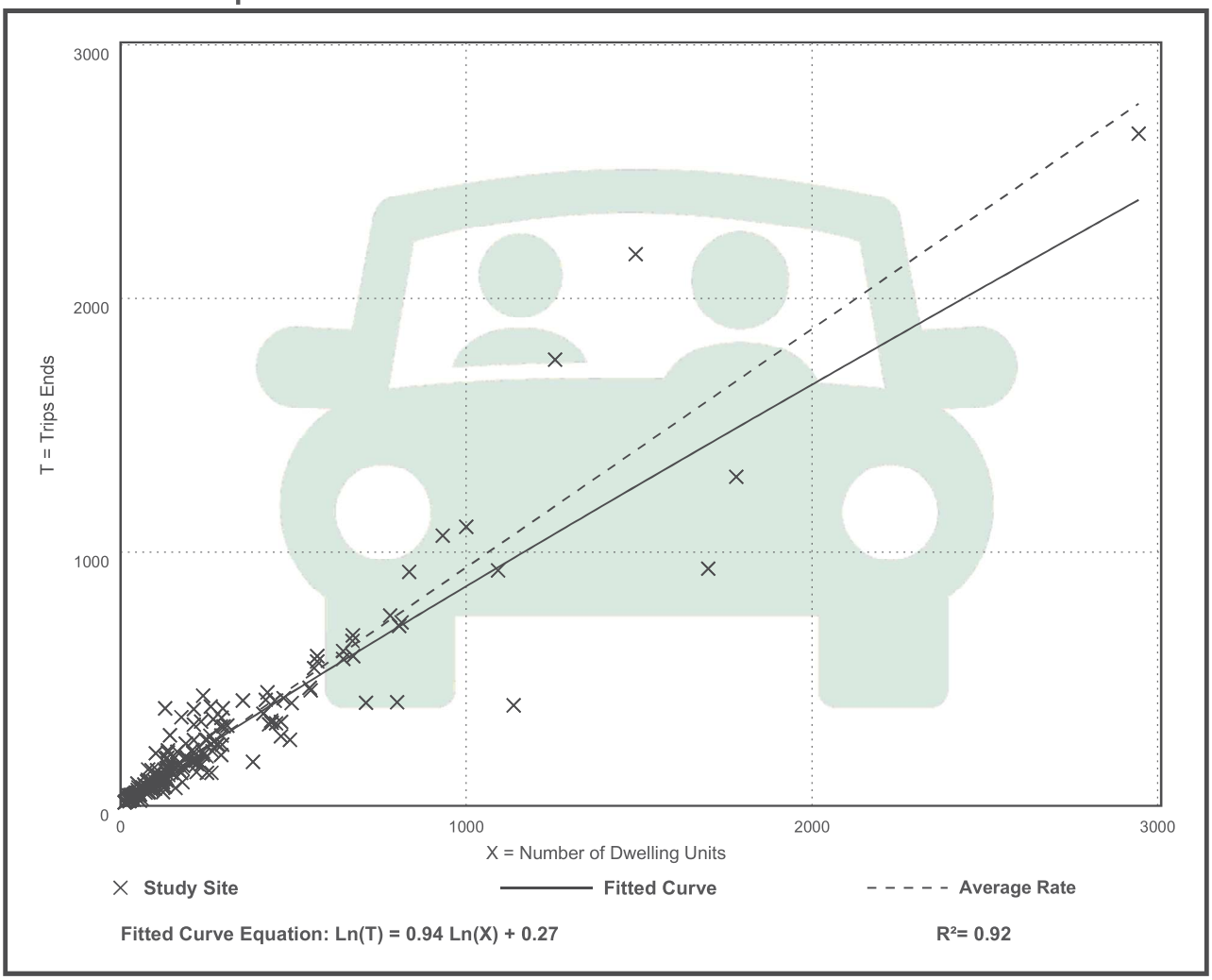
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.94 Ln(X) + 0.27

R^2= 0.92

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

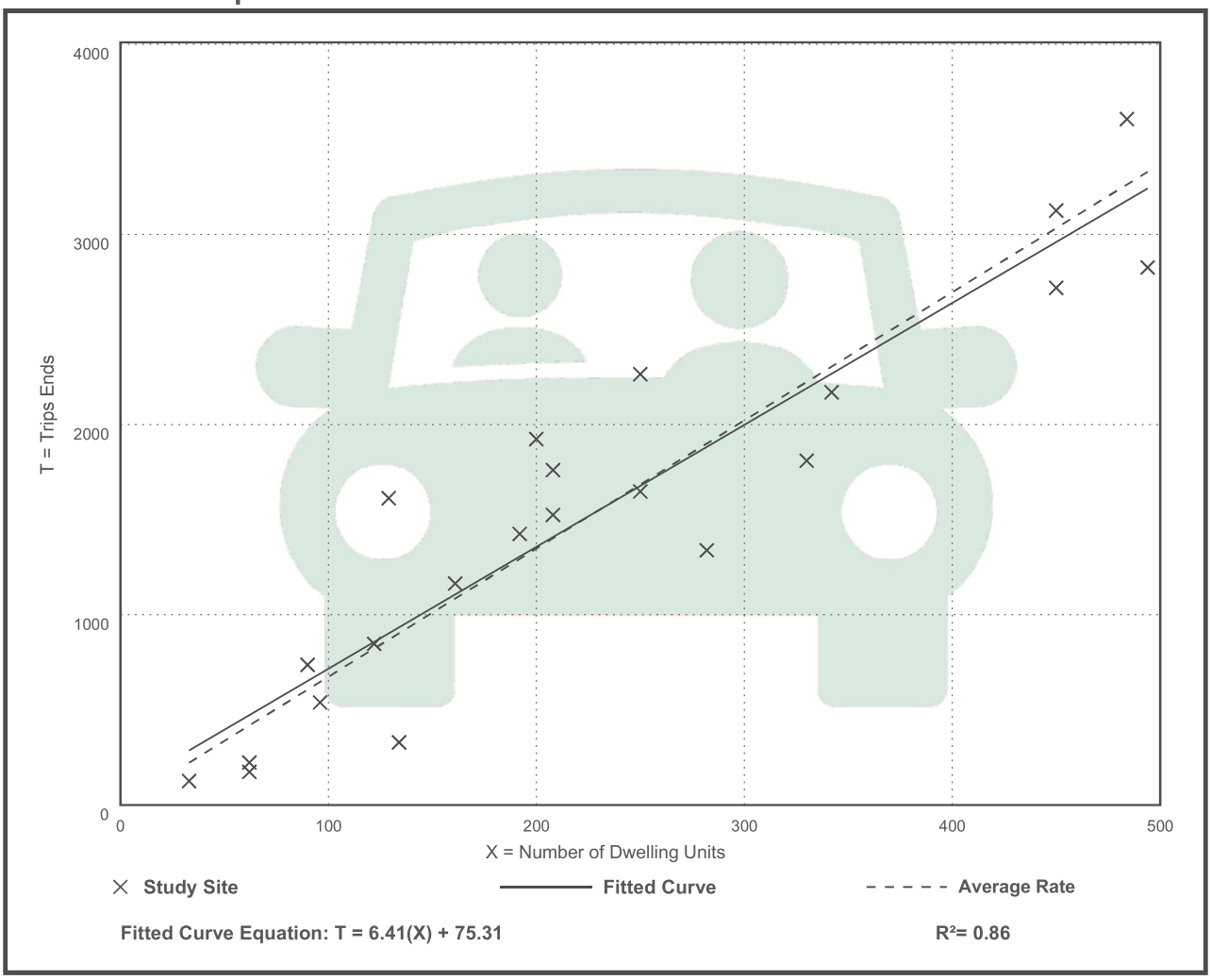
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

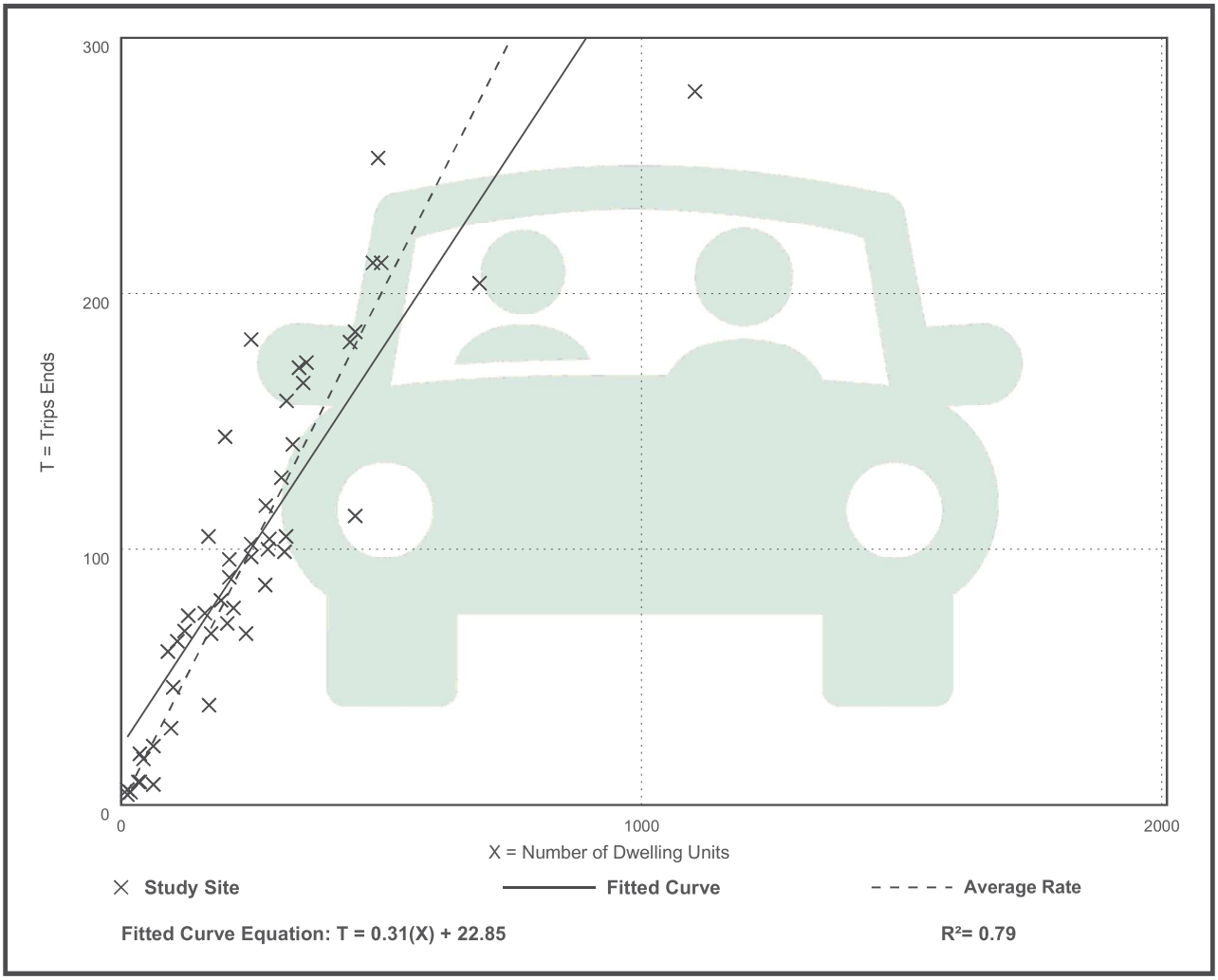
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



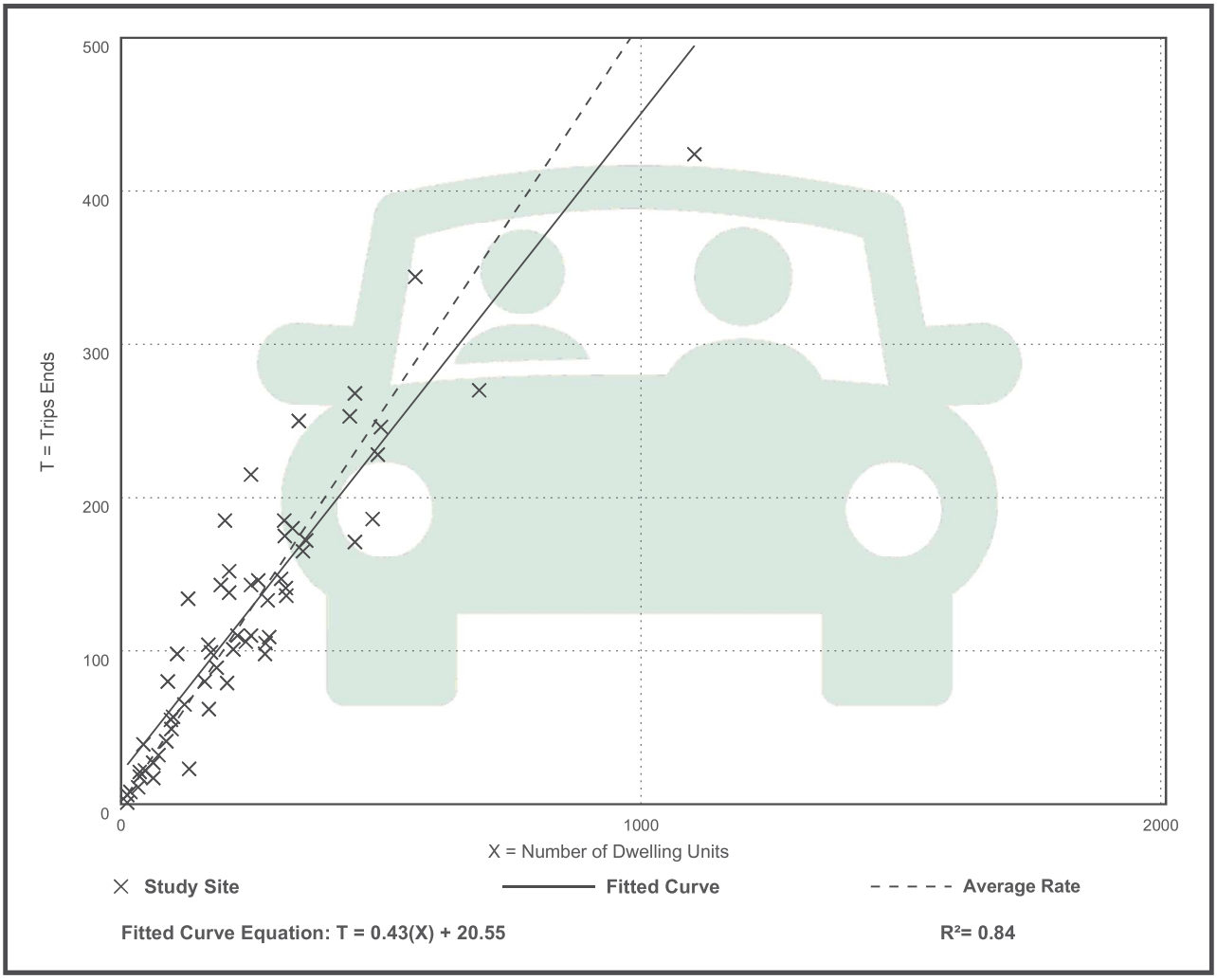
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Fitted Curve Equation: T = 0.43(X) + 20.55

R^2= 0.84

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EXHIBIT 4: UF BEBR POPULATIONS PROJECTIONS

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College of Liberal Arts and Sciences
Bureau of Economic and Business Research

Florida Population Studies

BEBR
Volume 57, Bulletin 198
January 2024

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

Stefan Rayer, Population Program Director
Conor Comfort, Research Demographer

The Bureau of Economic and Business Research (BEBR) at the University of Florida has produced population projections for Florida and its counties since the 1970s. This report presents our 2024 set of projections and describes the methodology used to construct those projections. To account for uncertainty regarding future population growth, we publish three series of projections – low, medium, and high. We recommend using the medium series for most purposes; this series has historically provided the most accurate forecasts for Florida counties. It should be noted that these projections refer solely to the resident population of Florida; they do not include temporary or seasonal residents whose usual place of residence is in another jurisdiction.

State Projections

The starting point for the state-level projections was the decennial census count for April 1, 2020. Projections were made in one-year intervals using a cohort-component methodology in which births, deaths, and migration are projected separately for each age-sex cohort in Florida.

Survival rates were applied by single year of age and sex to project future deaths in the population. These rates were based on Florida Life Tables for 2012–2018, using mortality data published by the Office of Vital Statistics in the Florida Department of Health. We adjusted the survival rates for 2020–2028 to make them consistent with recent mortality trends, and to align the projected deaths with those from the State of Florida's Demographic Estimating Conference (DEC) held November 28, 2023. After 2028, we made small adjustments to the survival rates based on projected changes in survival rates released by the U.S. Census Bureau.

Domestic migration rates by age and sex were based on Public Use Microdata Sample (PUMS) files from the 2011–2019 American Community Survey (ACS) 1-year estimates and 2015–2019 ACS 5-year estimates. We calculated an average of those two sets of migration estimates; projections based on input data from more than one period tend to be more accurate than those based on a single period. By combining 1-year ACS estimates, which are more current, with 5-year ACS estimates, which are more stable, we make use of the different strengths of each type of ACS data.

We applied smoothing techniques to the migration rates by single year of age and sex to adjust for data irregularities caused by small sample sizes. The smoothed in- and out-migration rates were weighted to account for recent changes in Florida's population growth rates. Projections of domestic in-migration were made by applying weighted in-migration rates to the projected population of the United States (minus Florida), using the most recent set of national projections produced by the U.S. Census Bureau. Projections of out-migration were made by applying weighted out-migration rates to the Florida population. In both instances, rates were calculated separately for males and females for each age up to 90 and over.

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

County and State	Estimates April 1, 2023	Projections, April 1 2025	2030	2035	2040	2045	2050
MIAMI-DADE	2,768,954						
Low		2,673,300	2,663,100	2,630,800	2,587,800	2,543,600	2,501,800
Medium		2,814,000	2,910,500	2,981,000	3,035,500	3,083,200	3,127,200
High		2,954,700	3,157,900	3,331,300	3,483,200	3,622,700	3,752,700
MONROE	84,511						
Low		80,300	78,400	76,000	73,300	70,700	68,100
Medium		85,400	87,100	88,100	88,600	88,900	89,000
High		90,600	95,800	100,200	103,900	107,100	110,000
NASSAU	100,763						
Low		97,300	101,400	103,400	103,800	102,800	101,300
Medium		105,700	116,600	125,700	133,500	139,900	145,800
High		114,200	131,700	148,000	163,200	177,000	190,200
OKALOOSA	219,260						
Low		211,400	212,900	211,500	208,500	204,700	200,600
Medium		224,900	236,500	245,200	251,900	257,500	262,200
High		238,400	260,200	278,900	295,400	310,300	323,800
OKEECHOBEE	39,591						
Low		37,800	36,600	35,500	34,500	33,500	32,600
Medium		39,800	40,000	40,300	40,500	40,600	40,800
High		41,800	43,400	45,000	46,400	47,700	48,900
ORANGE	1,492,951						
Low		1,454,400	1,497,700	1,513,900	1,510,700	1,496,500	1,479,200
Medium		1,547,200	1,664,100	1,755,300	1,825,600	1,882,400	1,933,600
High		1,640,000	1,830,500	1,996,600	2,140,500	2,268,300	2,388,000
OSCEOLA	439,225						
Low		436,200	470,500	490,600	500,600	505,200	507,300
Medium		469,000	531,600	582,300	623,800	660,500	695,000
High		501,900	592,800	674,000	747,000	815,700	882,600
PALM BEACH	1,532,718						
Low		1,489,100	1,503,700	1,500,300	1,485,500	1,463,900	1,440,800
Medium		1,567,500	1,643,400	1,700,000	1,742,500	1,774,400	1,801,100
High		1,645,800	1,783,100	1,899,800	1,999,500	2,084,900	2,161,300
PASCO	610,743						
Low		598,400	624,100	640,000	644,400	644,100	642,200
Medium		636,600	693,400	742,100	778,700	810,200	839,500
High		674,800	762,800	844,100	913,000	976,300	1,036,700
PINELLAS	974,689						
Low		943,000	926,100	909,600	893,000	877,200	862,600
Medium		982,200	995,900	1,007,800	1,017,600	1,025,900	1,033,000
High		1,021,500	1,065,600	1,106,100	1,142,300	1,174,700	1,203,500
POLK	797,616						
Low		782,400	817,400	838,800	845,700	846,100	844,100
Medium		832,400	908,200	972,600	1,022,000	1,064,300	1,103,400
High		882,300	999,000	1,106,300	1,198,400	1,282,500	1,362,700
PUTNAM	75,906						
Low		72,600	71,000	69,000	66,900	65,100	63,500
Medium		76,400	77,600	78,100	78,500	79,000	79,400
High		80,300	84,200	87,300	90,100	92,800	95,300
ST. JOHNS	315,317						
Low		313,800	341,200	359,500	368,300	372,800	375,100
Medium		337,400	385,500	426,700	459,000	487,300	513,900
High		361,000	429,800	493,900	549,600	601,800	652,600
ST. LUCIE	368,628						
Low		362,300	381,600	394,000	400,600	404,500	406,000
Medium		385,400	423,900	456,800	484,200	508,800	530,700
High		408,600	466,300	519,600	567,700	613,100	655,400

EXHIBIT 5: 2023 TRAFFIC COUNTS AND LOS REPORT

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St. Lucie Transportation Planning Organization

Coco Vista Centre
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				Volume	LOS	V/C	Volume	LOS	V/C
I-95	OKEECHOBEE RD to ORANGE AVE	69,903	7,320	3,439	B	0.47	3,439	B	0.47
I-95	ORANGE AVE to INDRIO RD	52,086	7,320	3,018	B	0.41	3,018	B	0.41
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	5,559	750	276	C	0.37	276	C	0.37
INDIAN RIVER DR	ORANGE AVE to AVENUE A	6,098	750	302	C	0.40	302	C	0.40
INDIAN RIVER DR	AVENUE D to SEAWAY DR	6,293	790	312	C	0.40	312	C	0.40
INDIAN RIVER DR	AVENUE A to AVENUE D	6,293	540	312	D	0.58	312	D	0.58
INDRIO RD	PRIVATE RD to I-95 W RAMP	1,130	1,080	56	B	0.05	56	B	0.05
INDRIO RD	I-95 W RAMP to I-95 E RAMP	1,130	3,240	56	B	0.02	56	B	0.02
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	11,474	3,240	560	B	0.17	560	B	0.17
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	11,474	700	560	C	0.80	560	C	0.80
INDRIO RD	JOHNSTON RD to EMERSON AVE	11,474	880	560	C	0.64	560	C	0.64
INDRIO RD	EMERSON RD to SEMINOLE RD	10,743	920	524	C	0.57	524	C	0.57
INDRIO RD	SEMINOLE RD to KINGS HWY	10,743	790	524	D	0.66	524	D	0.66
INDRIO RD	KINGS HWY to SLASH PINE TRL	6,500	790	411	D	0.52	404	D	0.51
INDRIO RD	SLASH PINE TRL to US 1	6,500	920	411	C	0.45	404	C	0.44
INDRIO RD	US 1 to OLD DIXIE HWY	1,246	750	108	C	0.14	114	C	0.15
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	10,375	880	488	C	0.56	535	C	0.61
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	10,849	920	567	C	0.62	574	C	0.62
JENKINS RD	GRAHAM RD to PETERSON RD	10,849	630	567	C	0.90	574	C	0.91
JENKINS RD	PETERSON RD to ORANGE AVE	10,849	920	567	C	0.62	574	C	0.62
JENNINGS RD	US 1 to LENNARD RD	5,465	2,100	286	C	0.14	273	C	0.13
JOHNSTON RD	ANGLE RD to L20	2,909	1,070	228	B	0.21	200	B	0.19
JOHNSTON RD	L20 to MEADOWOOD DR	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	INDRIO RD to RUSSOS RD	10,000	1,070	580	C	0.54	547	C	0.51
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	10,000	1,070	580	C	0.54	547	C	0.51
JUANITA AVE	53RD ST to 25TH ST	1,972	750	126	C	0.17	103	C	0.14
JUANITA AVE	25TH ST to US 1	3,749	750	191	C	0.26	209	C	0.28

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				Volume	LOS	V/C	Volume	LOS	V/C
ORANGE AVE	SHINN RD to CAMPBELL RD	2,957	1,070	142	B	0.13	142	B	0.13
ORANGE AVE	CAMPBELL RD to KINGS HWY	2,957	1,070	142	B	0.13	142	B	0.13
ORANGE AVE	KINGS HWY to I-95	18,080	2,100	910	C	0.43	910	C	0.43
ORANGE AVE	I-95 to JENKINS RD	14,693	2,100	717	C	0.34	717	C	0.34
ORANGE AVE	JENKINS RD to HARTMAN RD	16,898	2,100	825	C	0.39	825	C	0.39
ORANGE AVE	HARTMAN RD to ANGLE RD	16,898	2,100	825	C	0.39	825	C	0.39
ORANGE AVE	ANGLE RD to 25TH ST	9,547	1,710		B			B	
ORANGE AVE	25TH ST to 17TH ST	13,554	1,630	661	C	0.41	661	C	0.41
ORANGE AVE	17TH ST to 13TH ST	13,554	1,710	661	C	0.39	661	C	0.39
ORANGE AVE	13TH ST to 10TH ST	13,554	750	661	D	0.88	661	D	0.88
ORANGE AVE	10TH ST to 7TH ST	9,873	600	482	D	0.80	482	D	0.80
ORANGE AVE	7TH ST to US 1	7,622	600	372	D	0.62	372	D	0.62
ORANGE AVE	US 1 to 2ND ST	4,209	600	209	C	0.35	209	C	0.35
ORANGE AVE	2ND ST to INDIAN RIVER DR	4,209	750	209	C	0.28	209	C	0.28
PARR DR	PORT ST LUCIE BLVD to DARWIN BLVD	2,283	700	177	C	0.25	153	C	0.22
PARR DR	DARWIN BLVD to TULIP BLVD	2,100	540	184	C	0.34	140	C	0.26
PARR DR	SAVONA BLVD to PORT ST LUCIE BLVD	2,283	700	177	C	0.25	153	C	0.22
PARR DR	ROSSER BLVD to SAVONA BLVD	2,283	630	177	C	0.28	153	C	0.24
PEACOCK BLVD	CALIFORNIA BLVD to CASHMERE BLVD	5,417	630	343	C	0.54	381	C	0.61
PEACOCK BLVD	UNIVERSITY BLVD to CALIFORNIA BLVD	11,327	920	778	C	0.85	637	C	0.69
PEACOCK BLVD	ST LUCIE WEST BLVD to UNIVERSITY BLVD	15,129	2,100	699	C	0.33	699	C	0.33
PETERSON RD	BENT CREEK DR to HARTMAN RD	2,195	540	163	C	0.30	150	C	0.28
PICOS RD	CAMPBELL RD to KINGS HWY	1,300	540	87	C	0.16	87	C	0.16
PORT ST LUCIE BLVD	MARTIN C.L. to BECKER RD	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	BECKER RD to PAAR DR	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	PAAR DR to TULIP BLVD	16,735	700	774	F	1.11	774	F	1.11
PORT ST LUCIE BLVD	TULIP BLVD to DARWIN BLVD	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	DARWIN BLVD to GATLIN BLVD	34,500	3,020	1,765	C	0.58	1,744	C	0.58
PORT ST LUCIE BLVD	GATLIN BLVD to DEL RIO BLVD	44,000	3,170	2,481	C	0.78	2,389	C	0.75

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				Volume	LOS	V/C	Volume	LOS	V/C
KEEN RD	ANGLE RD to JUANITA AVE	3,200	630	234	C	0.37	253	C	0.40
KEEN RD	JUANITA AVE to ST LUCIE BLVD	3,200	630	234	C	0.37	253	C	0.40
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	9,383	880	472	C	0.54	472	C	0.54
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	9,383	700	472	C	0.67	472	C	0.67
KINGS HWY	GRAHAM RD to PICOS RD	7,181	700	361	C	0.52	361	C	0.52
KINGS HWY	PICOS RD to ORANGE AVE	7,181	880	361	C	0.41	361	C	0.41
KINGS HWY	ORANGE AVE to ANGLE RD	15,247	920	767	C	0.83	767	C	0.83
KINGS HWY	ANGLE RD to ST LUCIE BLVD	11,202	880	547	C	0.62	547	C	0.62
KINGS HWY	ST LUCIE BLVD to INDRIO RD	13,787	880	673	C	0.77	673	C	0.77
KIRBY LOOP RD	EDWARDS RD to 35TH ST	2,581	630	150	C	0.24	139	C	0.22
KITTERMAN RD	OLEANDER AVE to US 1	2,600	750	167	C	0.22	136	C	0.18
KITTERMAN RD	US 1 to LENNARD EXT	2,095	750	123	C	0.16	128	C	0.17
LENNARD RD	US 1 to MARIPOSA AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	20,570	1,630	1,234	D	0.76	1,170	D	0.72
LENNARD RD	JENNINGS RD to HILLMOOR DR	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	HILLMOOR DR to TIFFANY AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	TIFFANY AVE to WALTON RD	7,365	1,710	403	C	0.24	389	C	0.23
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	3,748	790	259	C	0.33	246	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	9,700	920	612	C	0.67	553	C	0.60
LYNGATE DR	MORNINGSIDE BLVD to US 1	9,700	920	612	C	0.67	553	C	0.60
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	7,300	880	568	C	0.65	541	C	0.62
MCCARTY RD	WILLIAMS RD to MIDWAY RD	364	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	431	540	37	C	0.07	37	C	0.07
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	4,900	790	307	C	0.39	298	C	0.38
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	4,900	540	307	D	0.57	298	D	0.55
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	10,710	920	630	C	0.69	601	C	0.65
MIDWAY RD	EAST TORINO PKWY to MILNER DR	25,000	880	1,245	F	1.42	1,298	F	1.48
MIDWAY RD	MILNER DR to W OF SELVITZ RD	25,000	790	1,245	F	1.58	1,298	F	1.64

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				Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	9,733	2,100	490	C	0.23	490	C	0.23
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	23,734	4,240	1,195	C	0.28	1,195	C	0.28
OKEECHOBEE RD	CROSSROADS PKWY to I-95	26,375	4,240	1,327	C	0.31	1,327	C	0.31
OKEECHOBEE RD	I-95 to JENKINS RD	32,142	4,240	1,569	C	0.37	1,569	C	0.37
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	32,142	4,040	1,569	C	0.39	1,569	C	0.39
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	31,230	3,170	1,524	C	0.48	1,524	C	0.48
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	15,500	2,100	802	C	0.38	791	C	0.38
OKEECHOBEE RD	HARTMAN RD to 35TH ST	15,500	1,630	802	D	0.49	791	D	0.49
OKEECHOBEE RD	35TH ST to 33RD ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	33RD ST to 25TH ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	25TH ST to GEORGIA AVE	12,000	1,630	695	C	0.43	616	C	0.38
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	12,000	1,710	695	C	0.41	616	C	0.36
OLD DIXIE HWY	US 1 to SR A1A NORTH	830	790	129	C	0.16	123	C	0.16
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	1,753	750	82	C	0.11	82	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	2,125	790	172	C	0.22	126	C	0.16
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	1,340	870	63	C	0.07	63	C	0.07
OLEANDER AVE	BEACH AVE to KITTERMAN RD	2,970	540	172	C	0.32	194	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	6,162	750	358	C	0.48	358	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	6,400	750	362	C	0.48	365	C	0.49
OLEANDER AVE	WEATHERBEE RD to BELL AVE	6,400	540	362	D	0.67	365	D	0.68
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	12,703	540	613	F	1.14	581	F	1.08
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	12,703	750	613	D	0.82	581	D	0.78
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	9,907	750	601	D	0.80	500	D	0.67
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	9,907	540	601	F	1.11	500	D	0.93
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	9,907	790	601	D	0.76	500	D	0.63
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	5,500	600	309	D	0.52	320	D	0.53
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	SNEED RD to HEADER CANAL RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	HEADER CANAL RD to SHINN RD	5,195	670	303	C	0.45	289	C	0.43

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				Volume	LOS	V/C	Volume	LOS	V/C
25TH ST	BELL AVE to EDWARDS RD	19,086	2,100	1,120	C	0.53	1,117	C	0.53
25TH ST	EDWARDS RD to CORTEZ BLVD	21,959	2,000	1,072	C	0.54	1,072	C	0.54
25TH ST	CORTEZ BLVD to VIRGINIA AVE	22,500	2,000	1,324	C	0.66	1,090	C	0.55
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	22,168	2,000	1,082	C	0.54	1,082	C	0.54
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	22,168	2,000	1,082	C	0.54	1,082	C	0.54
25TH ST	OKEECHOBEE RD to GEORGIA AVE	21,986	1,630	1,016	D	0.62	1,053	D	0.65
25TH ST	GEORGIA AVE to DELAWARE AVE	21,986	1,630	1,016	D	0.62	1,053	D	0.65
25TH ST	DELAWARE AVE to ORANGE AVE	21,569	1,630	1,053	D	0.65	1,053	D	0.65
25TH ST	ORANGE AVE to AVENUE D	23,000	1,630	1,145	D	0.70	1,325	D	0.81
25TH ST	AVENUE D to AVENUE Q	17,945	1,630	876	D	0.54	876	D	0.54
25TH ST	AVENUE Q to JUANITA AVE	16,821	2,000	821	C	0.41	821	C	0.41
25TH ST	JUANITA AVE to ST LUCIE BLVD	16,315	2,100		B			B	
25TH ST	ST LUCIE BLVD to US 1	7,934	2,100	387	C	0.18	387	C	0.18
33RD ST	OKEECHOBEE RD to DELAWARE AVE	7,200	750	408	D	0.54	366	C	0.49
33RD ST	DELAWARE AVE to ORANGE AVE	6,285	790	290	C	0.37	290	C	0.37
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	5,100	540	369	D	0.68	317	D	0.59
35TH ST	CORTEZ BLVD to VIRGINIA AVE	5,100	790	369	C	0.47	317	C	0.40
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	4,639	750	228	C	0.30	246	C	0.33
53RD ST	ANGLE RD to JUANITA AVE	2,515	540	164	C	0.30	169	C	0.31
AE BACKUS AVE	7TH ST to US 1	960	750	68	C	0.09	70	C	0.09
AIROSO BLVD	PORT ST LUCIE BLVD to THORNHILL DR	17,955	2,100	1,135	C	0.54	939	C	0.45
AIROSO BLVD	THORNHILL DR to CROSSTOWN PKWY	17,955	2,100	1,135	C	0.54	939	C	0.45
AIROSO BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	18,600	2,100	932	C	0.44	965	C	0.46
AIROSO BLVD	PRIMA VISTA BLVD to FLORESTA DR	15,302	2,000	763	C	0.38	789	C	0.40
AIROSO BLVD	FLORESTA DR to ST JAMES DR	22,893	2,100	1,290	C	0.61	1,230	C	0.59
ANGLE RD	ORANGE AVE to AVENUE D	8,603	790	421	D	0.53	404	D	0.51
ANGLE RD	AVENUE D to AVENUE Q	8,603	540	421	D	0.78	404	D	0.75
ANGLE RD	AVENUE Q to 53RD ST	8,700	600	583	D	0.97	524	D	0.87
ANGLE RD	53RD ST to KEEN RD	6,000	630	378	C	0.60	325	C	0.52

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				Volume	LOS	V/C	Volume	LOS	V/C
ANGLE RD	KEEN RD to KINGS HWY	6,000	880	378	C	0.43	325	C	0.37
ANGLE RD	KINGS HWY to JOHNSTON RD	5,758	1,070	358	B	0.34	344	B	0.32
ANGLE RD	JOHNSTON RD to FLORIDA'S TURNPIKE	2,028	1,070	96	B	0.09	96	B	0.09
AVENUE A	7TH ST to US 1	862	790	81	C	0.10	81	C	0.10
AVENUE A	US 1 to INDIAN RIVER DR	2,208	600	109	C	0.18	109	C	0.18
AVENUE D	ANGLE RD to 29TH ST	4,624	600	247	C	0.41	254	C	0.42
AVENUE D	29TH ST to 25TH ST	4,624	790	247	C	0.31	254	C	0.32
AVENUE D	25TH ST to 17TH ST	4,921	750	244	C	0.33	240	C	0.32
AVENUE D	17TH ST to 13TH ST	3,419	750	190	C	0.25	181	C	0.24
AVENUE D	13TH ST to 10TH ST	2,310	750	120	C	0.16	122	C	0.16
AVENUE D	10TH ST to 7TH ST	2,642	750	134	C	0.18	138	C	0.18
AVENUE D	7TH ST to US 1	2,642	750	134	C	0.18	138	C	0.18
AVENUE I	25TH ST to 17TH ST	2,166	750	157	C	0.21	130	C	0.17
AVENUE I	17TH ST to 13TH ST	2,166	750	157	C	0.21	130	C	0.17
AVENUE H	13TH ST to 7TH ST	1,974	540	116	C	0.22	117	C	0.22
AVENUE H	7TH ST to US 1	1,581	750	87	C	0.12	85	C	0.11
AVENUE Q	ANGLE RD to 25TH ST	5,000	750	260	C	0.35	254	C	0.34
AVENUE Q	25TH ST to 17TH ST	3,357	750	196	C	0.26	204	C	0.27
AVENUE Q	17TH ST to 13TH ST	3,357	540	196	C	0.36	204	C	0.38
AVENUE O	13TH ST to US 1	2,073	540	118	C	0.22	115	C	0.21
AVENUE C	10TH ST to 7TH ST	395	540	34	C	0.06	31	C	0.06
BAYSHORE BLVD	MOUNTWELL ST to PORT ST LUCIE BLVD	7,113	830	442	C	0.53	385	C	0.46
BAYSHORE BLVD	PORT ST LUCIE BLVD to THORNHILL DR	30,530	2,100	1,507	C	0.72	1,475	C	0.70
BAYSHORE BLVD	THORNHILL DR to CROSSTOWN PKWY	24,218	2,100	1,120	C	0.53	1,120	C	0.53
BAYSHORE BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	32,500	2,100	1,883	C	0.90	1,872	C	0.89
BAYSHORE BLVD	PRIMA VISTA BLVD to FLORESTA DR	19,114	920	1,096	F	1.19	958	F	1.04
BAYSHORE BLVD	FLORESTA DR to SELVITZ RD	14,500	790	839	F	1.06	790	D	1.00
BAYSHORE BLVD	SELVITZ RD to ST JAMES DR	14,500	750	839	F	1.12	790	E	1.05
BEACH AVE	OLEANDER AVE to RIO MAR DR	3,412	540	199	C	0.37	192	C	0.36

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

EXHIBIT 6: FIVE YEAR WORK PROGRAM

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100 Projects

St. Lucie TPO FY 2023/24 - FY 2027/2028 Transportation Improvement Program (TIP). The TIP provides a prioritized list of all transportation projects in the St. Lucie Planning Area funded from federal and state sources over the next five years.

Performance Charts & Measure

Filter Map Projects

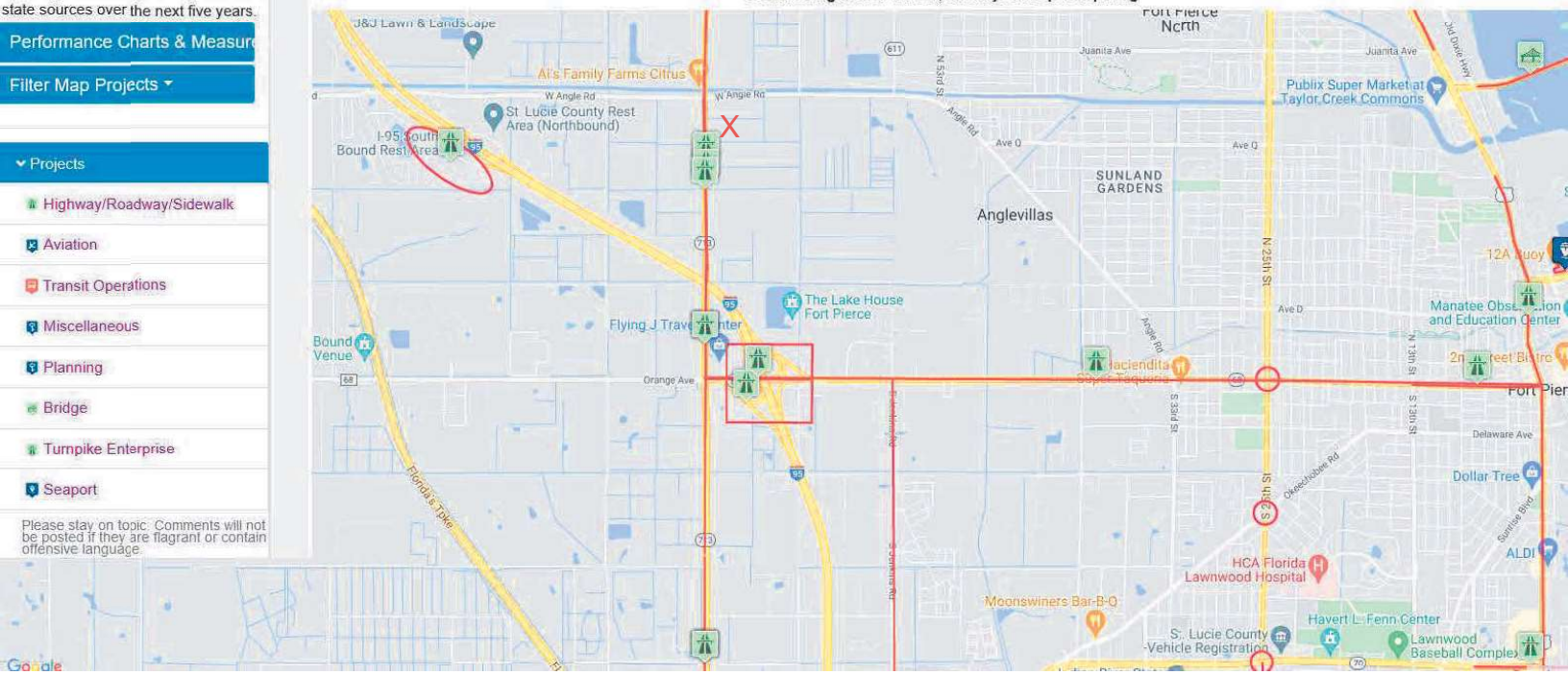
- Projects
  - Highway/Roadway/Sidewalk
  - Aviation
  - Transit Operations
  - Miscellaneous
  - Planning
  - Bridge
  - Turnpike Enterprise
  - Seaport

Please stay on topic. Comments will not be posted if they are flagrant or contain offensive language.

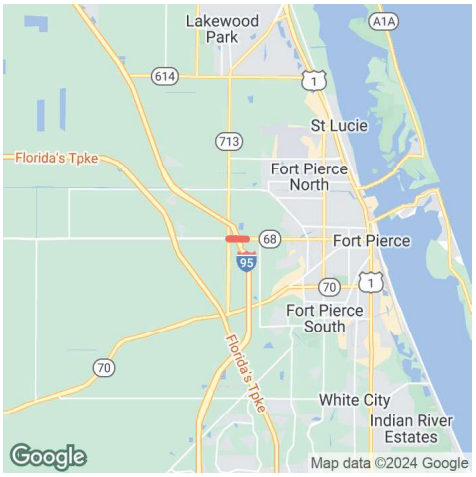
Map Menu

St. Lucie Transportation Planning Organization

Commenting is now closed, thank you for participating



ORANGE AVE FROM KINGS HWY TO EAST OF I-95 SB RAMP
4461681 SIS



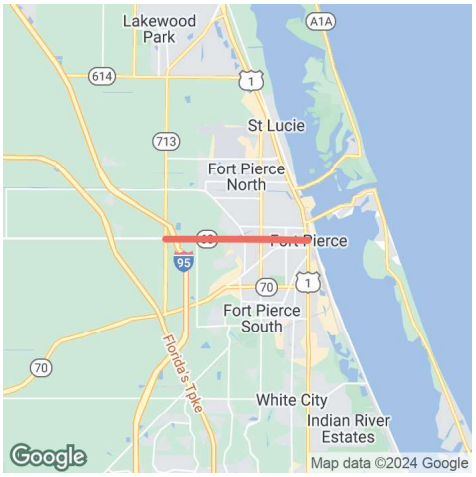
Prior Year Cost: 47,172
Future Year Cost: 5,621,289
Total Project Cost: 6,890,984
LRTP: Page 8-3

Project Description: INTERCHANGE - ADD LANES
Extra Description: ADD EB RIGHT TURN LANE FROMOM ORANGE AVE/SR-68 TO I-95 SB ON-RAMP & ADD WB RIGHT-TURN LANE FROM ORANGE AVE/SR-68 TO NB KINGS HWY/SR-713 NB & WB PROTECTED RIGHT TURN PHASES TO BE ADDED AT INTERSECTION OF ORANGE AVE/SR-68 AND KINGS HWY/ SR-713 EB TO SB ON-RAMP ENTRANCE TO BE RELOCATED TO THE EXISTING SIGNALIZED INTERSECTION FOR THE WB TO SB (SEE WP45)
Lead Agency: MANAGED BY FDOT
From: KINGS HWY
County: ST. LUCIE
To: EAST OF I-95 SB RAMP
Length: 0.646
Phase Group: P D & E, PRELIMINARY ENGINEERING, RIGHT OF WAY, CONSTRUCTION, ENVIRONMENTAL

Phase	Fund Code	2024	2025	2026	2027	2028	Total
PE	ACFP	614,283	24,423	0	0	0	638,706
ROW	ACFP	0	382,386	0	0	0	382,386
ROW	DDR	0	145,513	0	0	0	145,513
ENV	ACFP	10,000	0	0	0	0	10,000
		624,283	**552,322**				**1,176,605**

Notes

ORANGE AVE FROM KINGS HWY TO US-1
4496961 Non-SIS



Project Description: ATMS - ARTERIAL TRAFFIC MGMT
Extra Description: 2022 TPO CMP PRIORITY #3 INCLUDES SOUTH 7TH STREET FROMOM ORANGE AVE TO AVE A INSTALL FIBER OPTIC CABLE, TRAFFIC CAMERAS/VIDEO DETECTORS AND ADAPTIVE SIGNAL CONTROL AT SIGNALIZED INTERSECTIONS NO R/W NEEDED
Lead Agency: MANAGED BY FDOT
From: KINGS HWY
County: ST. LUCIE
To: US-1
Length: 4.187
Phase Group: PRELIMINARY ENGINEERING

Phase	Fund Code	2024	2025	2026	2027	2028	Total
PE	DDR	0	0	0	320,627	0	320,627
PE	DIH	0	0	0	25,650	0	25,650
					346,277		**346,277**

Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 346,277
LRTP: Page 8-11

Notes

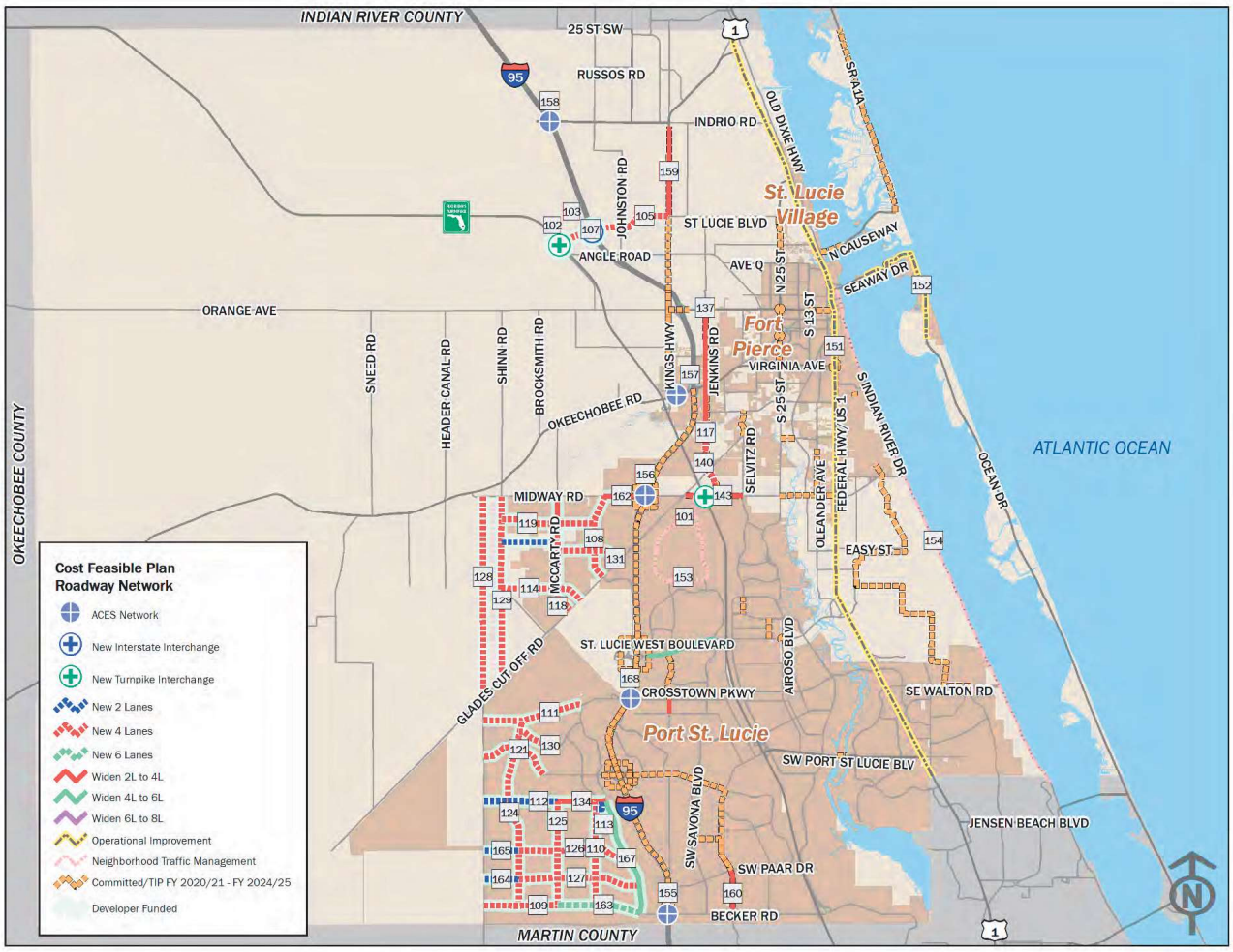


Figure 8-1. Cost Feasible Plan – Roadway Network

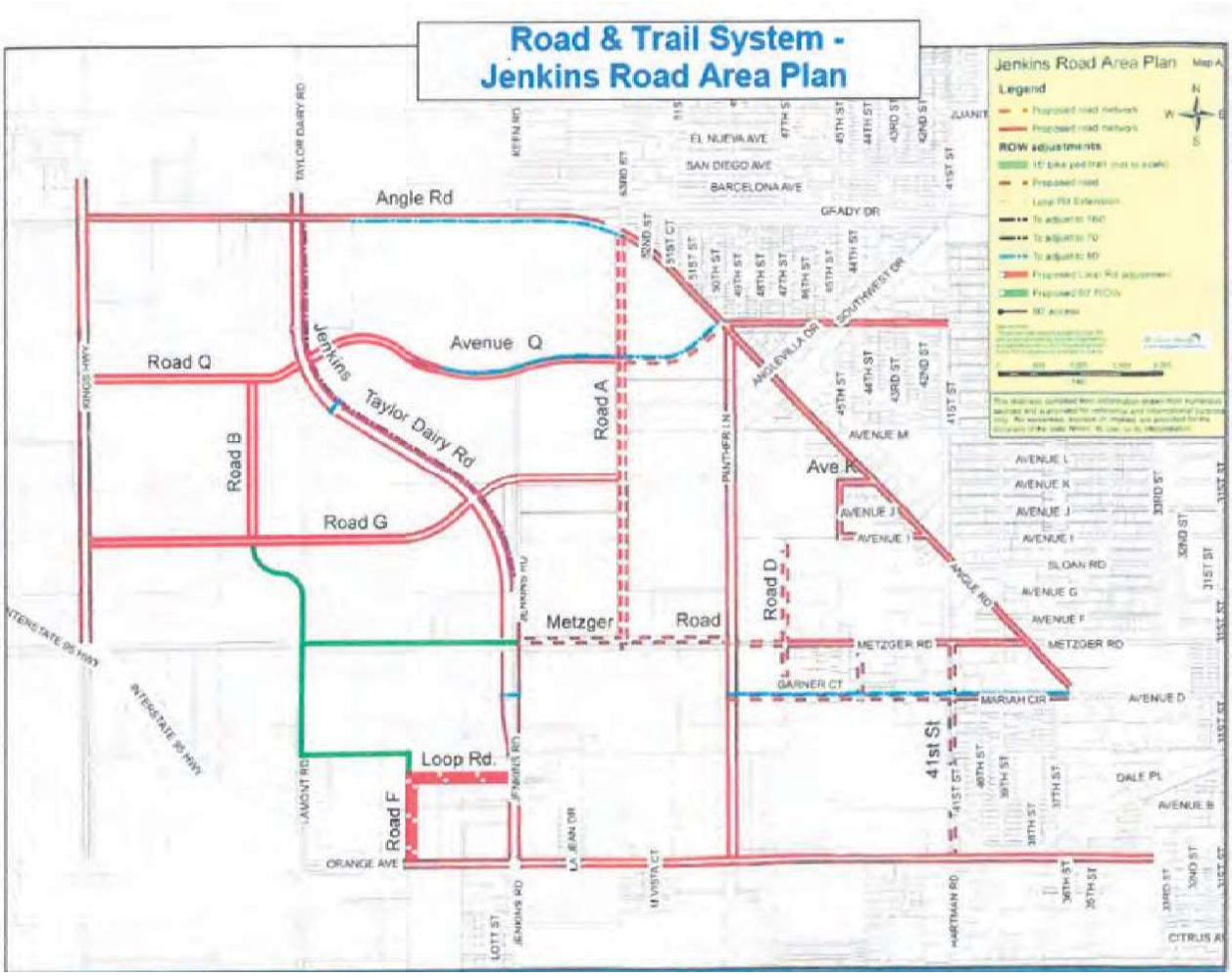

Road & Trail System -
Jenkins Road Area Plan
Jenkins Road Area Plan
Legend
ROW adjustments
Angle Rd
Avenue Q
Road Q
Road B
Road A
Road G
Road D
Road F
Jenkins
Taylor Dairy Rd
Metzger Road
Loop Rd.
41st St
Ave R
TAYLOR DAIRY RD
KERN RD
EL NUEVA AVE
SAN DIEGO AVE
BARCELONA AVE
GRADY DR
SOUTHWEST DR
ANGELVILLA DR
PANTHER LN
AVENUE M
AVENUE L
AVENUE K
AVENUE J
AVENUE I
SLOAN RD
AVENUE G
AVENUE F
METZGER RD
GARNER CT
MARIAH CIR
AVENUE D
DALE PL
AVENUE B
ORANGE AVE
LA JEAN DR
EL VISTA CT
LOTT ST
HARTMAN RD
CITRUS AV
KINGS HWY
INTERSTATE 99 HWY
JENKINS RD
LAMONT RD

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EXHIBIT 7: DRIVEWAY ANALYSIS

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When Not to Consider Exclusive Right-Turn Lanes

- Dense or built-out corridors with limited space
- Right-turn lane that would negatively impact pedestrians or bicyclists
- Vehicular movements from driveways or median openings that cross the right-turn lane resulting in multiple threat crashes
- Context classifications C2T, C4, C5, or C6

When Exclusive Right-Turn Lanes are Beneficial

There are instances when adding an exclusive right-turn lane for unsignalized driveways are beneficial to traffic operations and safety. ***Table 27*** provides some guidance for this situation based on the speed limit of the roadway and how many right turns occur per hour. Locations where the Auto and Truck Modal Emphasis is "High" may be appropriate for consideration of Exclusive Right Turn Lanes.

Table 27 – Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway[10]

Roadway Posted Speed Limit	Number of Right Turns Per Hour
45 mph or less	80 – 125[1]
Over 45 mph	35 – 55[2]
Note: A posted speed limit of 45 mph may be used with these thresholds if the operating speeds are known to be over 45 mph during the time of peak right turn demand.	
Note on traffic projections: Projecting turning volumes is, at best, a knowledgeable estimate. Keep this in mind especially if the projections of right turns are close to meeting the guidelines. In that case, consider requiring the turn lane.	
[1] The lower threshold of 80 right-turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).	
[2] The lower threshold of 35 right-turn vehicles per hour would be most appropriately used on higher volume two-lane roadways where lateral movement is restricted. The 55 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with large entry radius (50 feet or greater).	

Source: NCHRP Report 420 (Impacts of Access Management Techniques)

These recommendations are primarily based on the research done in NCHRP Report 420, Impacts of Access Management Techniques, Chapter 4 – Unsignalized Access Spacing (Technique 1B), and Use of Speed Differential as a Measure to Evaluate the Need for Right-Turn Deceleration Lane at Unsignalized Intersections.

In the *NCHRP Report 420*, the observed high-speed roads, 30 to 40 right-turn vehicles per hour caused evasive maneuvers on 5 - 10 percent of the following through vehicles. For lower speed roadways, 80 to 110 right-turn vehicles caused 15 - 20 percent of the following through vehicles to make evasive maneuvers. The choice of acceptable percentages of through vehicles impacted is a decision based on reasonable expectations of the different roadways.

In this study, by modeling speed differentials, a better understanding of the impacts of through volume and driveway radius was discovered.

[10] May not be appropriate for signalized locations where signal phasing plays an important role in determining the need for right turn lanes.

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JFO GROUP INC

Traffic Engineering & Transportation Planning

We specialize in **TRAFFIC ENGINEERING** and **TRANSPORTATION PLANNING** solutions in the context of **LAND DEVELOPMENT** for both public and private clients. In addition to representing our clients and projects in municipalities and counties where our expertise is required, and in front of any applicable agencies such as Departments of Transportation, we have also worked on behalf of several agencies and municipalities. **JFO GROUP INC** holds Certificates of Authorization (COA) to practice Professional Engineering in the States of **Florida, Georgia, South Carolina** and **Alabama.**

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Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

SURFACE WATER MANAGEMENT REPORT

Conceptual Overall Report

Mill Creek

St Lucie County, Florida

PREPARED BY

THOMAS ENGINEERING GROUP

8-2024

All elevations for this project were based on NAVD

Brandon Ulmer, PE

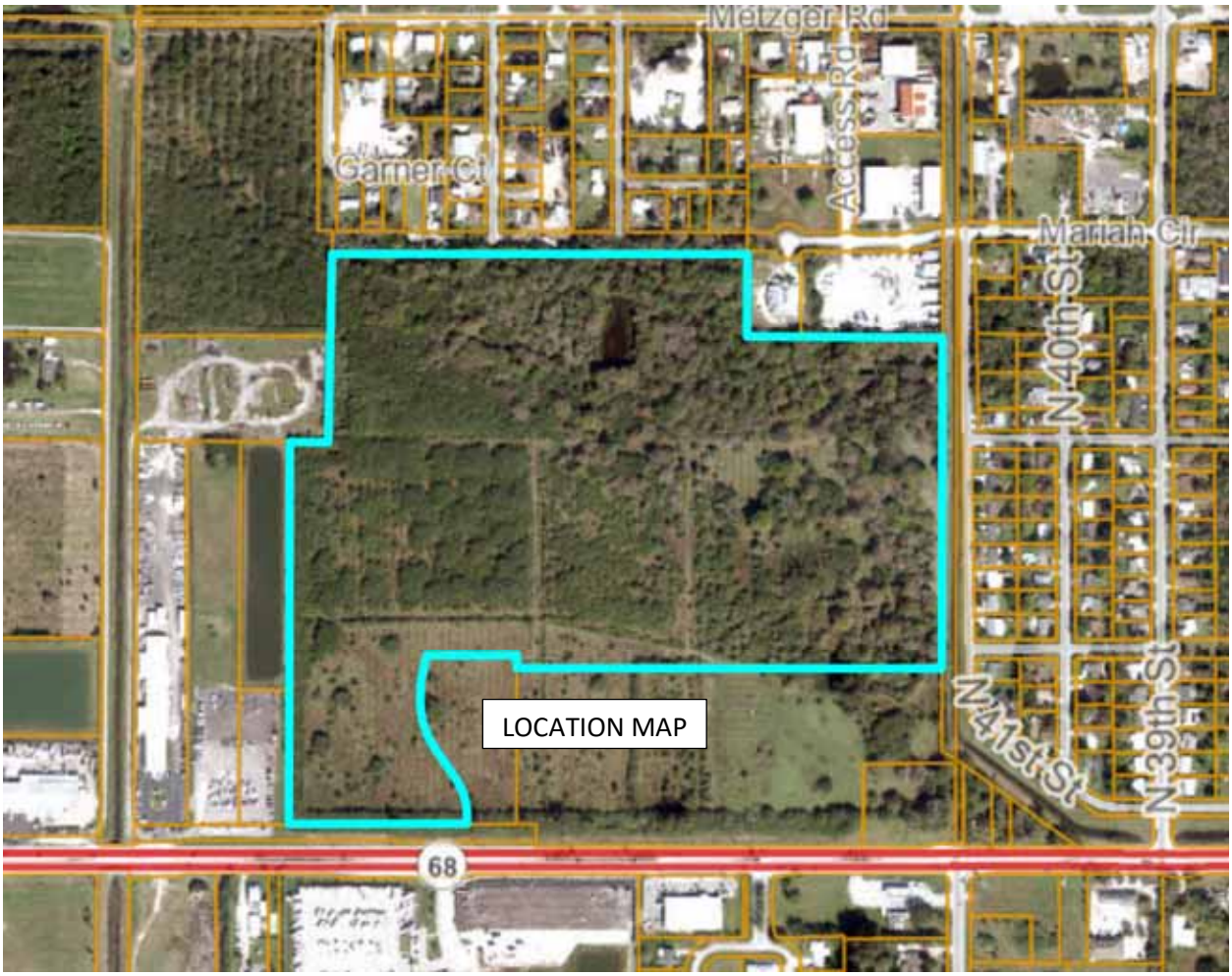
FL PE # 68345

CA #27528

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

Introduction:

The proposed site is in City of Fort Pierce within St Lucie County. The site is located on the north side of orange avenue approximately 1.2miles east of I-95. The site is vacant and consists of one parcel 2407-124-0001-000-3 totaling approximately 61.76 acres as seen below.



Background:

The existing site is currently undeveloped and appears to have been used for agricultural use in the past. The site is currently drains to the NSLWCD canal #3 along the east side of the project through a series of onsite ditches.
The site is in flood zone X per FEMA 12111C0178J

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Proposed Design:

The proposed project will require the design, permitting and construction of a stormwater management system for the development. The system will generally consist of Interconnected lakes that will discharge through control structures to the existing outfall canal along east property line. The project will be one drainage basin. Summary of the project is shown below:

Proposed Project Summary is in chart below:

BASIN SUMMARY

BASIN	BUILDING AREA (acres)	WATER SURFACE AREA (acres)	IMPERVIOUS AREA (acres)	PERVIOUS AREA (acres)	TOTAL AREA (area)
BASIN 1					
BASIN 3					
TOTAL	15.94	6.80	17.35	21.67	61.76
% BASIN	26%	11%	28%	35%	100%
TOTAL	15.94	6.80	17.35	21.67	61.76

Minimum road elevation = 16.00'NAVD
Minimum Finish Floor elevation = 17.50'NAVD
Minimum Berm Elevation = 15.50'NAVD
Water table used for Design = 12.00'NAVD

Allowable Discharge:

The allowable discharge rate for this project will be limited to 2" per 24hr period see below for Peak allowable

ALLOWABLE PEAK DISCHARGE RATE FOR 10-YR, 72-HR STORM

BASIN	BASIN AREA (acres)	ALLOWABLE PEAK DISCHARGE RATE (cfs)	Proposed
BASIN 3	61.76	5.19	
TOTAL	61.76	5.19	5.16

Proposed Water Quality:

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840 SE Osceola Street
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P: (772) 888-3138
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Water quality for the overall site has been developed and is included on page 24, total water quality has been determined based on the attached calculations to be the 1" over the site Plus the 50% impaired basin criteria. Total Water quality is 1.5" over the drainage basin area of 61.76 acres for a total water quality of 7.72 ac-ft, elevations for water quality is listed in the attached water quality calculations.

We are anticipating the project to be building in three phases, with the majority of the stormwater infrastructure to support the project being installed in Phase I.

Nutrient loading has been included as part of the current requirements; we are showing an overall reduction in nutrient loading. The nutrient loading has been provided for in the onsite lake system.

Prepared by:

Brandon Ulmer, PE

FL PE #68345

LAND USE AND STAGE STORAGE CALCULATIONS

Project Name:
Basin / Node Name: CONCEPTUAL LANDUSE

10 year 3 day 9" 16.00
100 year 3 day 12"
5 year - 1 day 5"

SUMMARY

Total Area =	**61.76**	**AC**	61.76		**Discharge 2" over the site for 24hrs max**		Soil storage	Over Pervious area
DCIA =	**0**	**%**			2690093.83	**SF**		
Time of Concentration =	**15.00**	**MINUTES**			448348.97	CF		
Control Elevation =	**12**	**FEET NAVD**		Allowable	**5.19**	**CFS**	8.18	2.87

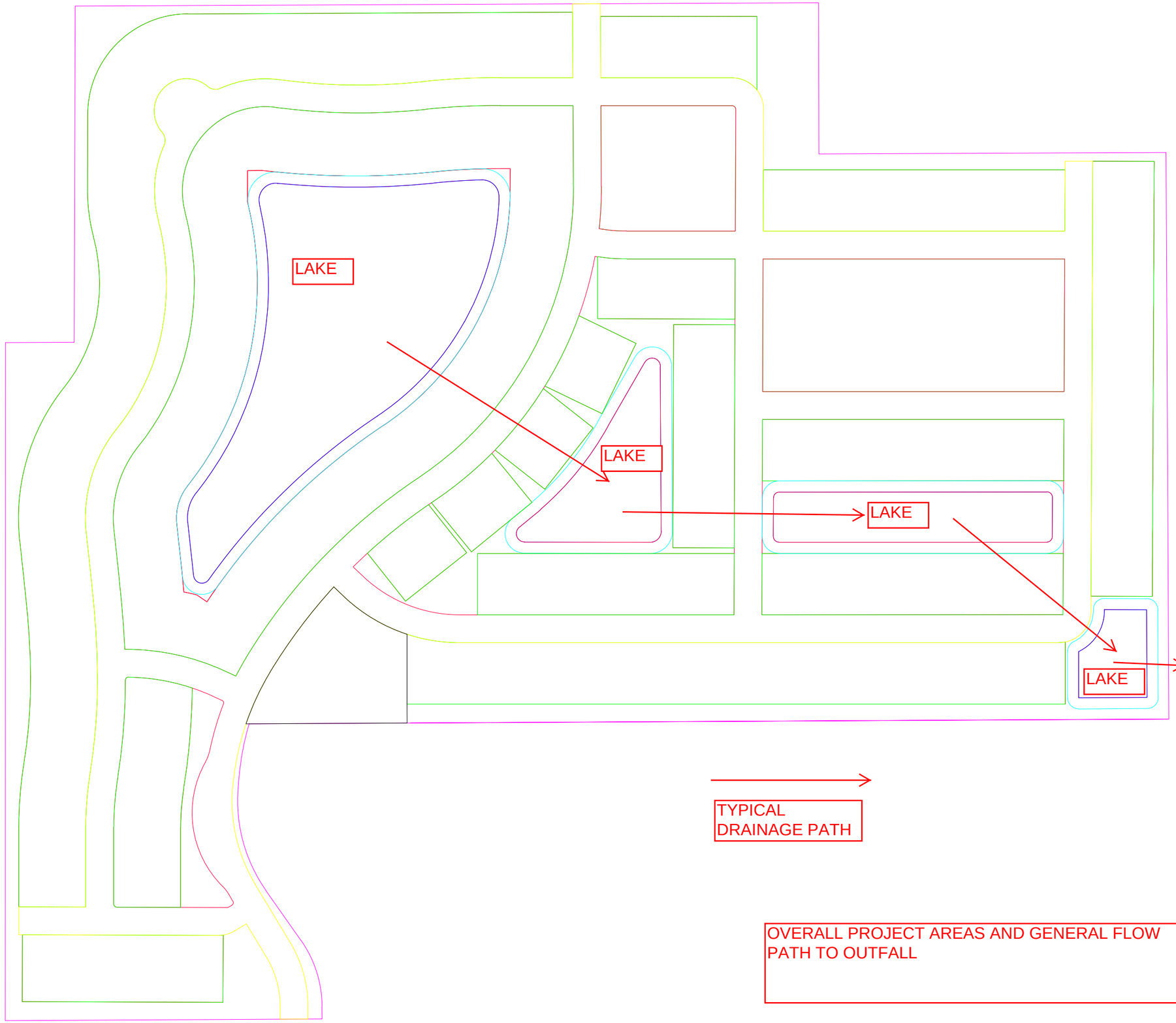
LAND USE BREAKDOWN & CURVE NUMBER CALCULATION

	R/W(Road)			Rec Area	Park Site	residential TH	Buffer	Residential	Open Space	Lake	Lake Slope		Total Area	Curve Number	CN*Area%
Total Areas (Ac.)	11.14	0.00	0.00	1.06	0.48	18.18	3.68	15.57	2.53	6.80	2.32		61.76	--	--
Bldg. Area (Ac.)			0.00	0.11		8.36	0.00	7.47	0.00	0.00	0.00	0.00	15.94	--	--
Water Surface Area (Ac.)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.80	0.00	0.00	6.80	--	--
Impervious Area (Ac.)	8.91	0.00		0.42	0.10	4.36	0.00	3.43	0.13	0.00	0.00	0.00	17.35	--	--
Developed Perv. Area - Good Cond. (Ac.)	2.23		0.00	0.53	0.38	5.45	0.00	4.67	2.40	0.00	2.32	0.00	17.99	--	--
				0.00	0.00	0.00	3.68	0.00	0.00	0.00	0.00	0.00	3.68	--	--
Bldg. Area%	0%	0%	0%	10%	0%	46%	0%	48%	0%	0%	0%	#DIV/0!	26%	98	25.3
Water Area %	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	#DIV/0!	11%	100	11.0
Impervious Area %	80%	100%	0%	40%	20%	24%	0%	22%	5%	0%	0%	#DIV/0!	28%	98	27.5
Developed Perv. Area - Good Cond. %	20%	0%	100%	50%	80%	30%	0%	30%	95%	0%	100%	#DIV/0!	29%	75	21.8
	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	#DIV/0!	6%	77	4.6
														Composite CN =	**90.2**

STAGE STORAGE CALULATION

Computation Type Stage-Storage
Starting Stage = 12.00
Ending Stage = 17.00
Stage Increment = 0.50

Name	**R/W(Road)**	**0.00**	**0.00**	**Rec Area**	**Park Site**	**residential TH**	**Buffer**	**Residential**	**Open Space**	**Lake**	**Lake Slope**	**0.00**		
Area	11.14	0.00	0.00	0.96	0.48	9.82	3.68	8.10	2.53	6.80	2.32	0.00		
Start Elev	16.00			16.00	16.00	17.00	16.00	17.00	15.00	12.00	12.00			
End Elev	17.00			18.00	18.00	19.00	17.00	19.00	16.00		16.00			
Stage	Linear	Vert	Vert	Linear	Linear	Linear	Linear	Linear	Linear	Vert	Linear	Vert	Total	
Feet	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	
NAVD	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	
12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00
12.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.40	0.07	0.00	3.47	12.50
13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.80	0.29	0.00	7.09	13.00
13.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.20	0.65	0.00	10.85	13.50
14.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.60	1.16	0.00	14.76	14.00
14.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00	1.81	0.00	18.81	14.50
15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.40	2.61	0.00	23.01	15.00
15.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.32	23.80	3.55	0.00	27.67	15.50
16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.27	27.20	4.64	0.00	33.10	16.00
16.50	1.39	0.00	0.00	0.06	0.03	0.00	0.46	0.00	2.53	30.60	5.80	0.00	40.87	16.50
17.00	5.57	0.00	0.00	0.24	0.12	0.00	1.84	0.00	3.80	34.00	6.96	0.00	52.52	17.00



1 Entities: AREA-BNDY
2,690,282.73 SF
61.760 Acres
10,690.47 Linear Feet

15 Entities: AREA-LOTS-TH
791,800.14 SF
18.177 Acres
16,470.03 Linear Feet

5 Entities: AREA-LOTS
678,309.09 SF
15.572 Acres
10,039.78 Linear Feet

7 Entities: AREA-ROW
485,281.79 SF
11.141 Acres
7,737.26 Linear Feet

8 Entities: AREA-LME
101,007.73 SF
2.319 Acres
5,301.71 Linear Feet

4 Entities: AREA-LAKES
296,212.52 SF
6.800 Acres
4,799.06 Linear Feet

OVERALL PROJECT AREAS AND GENERAL FLOW PATH TO OUTFALL

WATER QUALITY CALCULATIONS
Mill Creek
VERSION 1 **8/22/2024**

WATER QUALITY CALCULATIONS

BASIN 3 AREA =	61.76	AC	
WATER SURFACE (LAKE) AREA =	6.80	AC	
BUILDING (ROOF) AREA =	15.94	AC	
TOTAL PERVIOUS AREA =	21.67	AC	
SITE AREA FOR WATER QUALITY (SFWMD) =	39.01	AC	BASIN AREA - (LAKE + ROOF)
IMPERVIOUS AREA FOR WQ (SFWMD) =	17.35	AC	BASIN AREA - (LAKE + ROOF) - PERVIOUS
% IMPERVIOUS FOR WQ CALC (SFWMD) =	44%		IMPERVIOUS AREA FOR WQ / BASIN AREA

TREATMENT VOLUME

1" OVER ENTIRE SITE =	5.15	AC-FT	
2.5" X % IMPERVIOUS =	1.11	IN	2.5" x % IMPERVIOUS FOR WQ CALCS
VOLUME TO BE TREATED =	5.09	AC-FT	(2.5" x % IMPERVIOUS FOR WQ CALCS) X (TOTAL SITE - LAKES)
STANDARD REQUIRED WET DETENTION VOL =	5.15	AC-FT	
ADDITIONAL 50% WET DET. VOL. =	2.57	AC-FT	
REQUIRED WET DET. VOL. =	**7.72**	AC-FT	(extra 50% Det. Vol. required b/c project discharges to an imparired water body)

STAGE STORAGE IN BASIN 1 LAKES:

FT NAVD	AC-FT
12.00	0.00
12.50	3.47
13.00	7.09
13.50	10.85
14.00	14.76

INTERPOLATION:

ELEV. #1 =	13.00	FT NAVD
ELEV. #2 =	13.50	FT NAVD
STORAGE #1 =	7.09	AC-FT
STORAGE #2 =	10.85	AC-FT
TARGET STORAGE =	7.72	AC-FT
MIN. REQUIRED WQ ELEV =	**13.08**	**FT NAVD**
CONTROL ELEV =	**12.00**	**FT NAVD**

Nutrient Loading Analysis

(Estimated based on Dr. Harper's methodology (Pre-Post loading Criteria) from "Evaluation of Current Stormwater Design Criteria within the State of Florida" - June 2007)

Annual Runoff Volume (ac-ft/yr) = Area (ac) x Rainfall (inches/year) x 1/12 inches x Runoff Coefficient

Nutrient Loading (kg/yr) = Runoff Volume (ac-ft/yr) x 43560 ft^2/ac. x 7.48 gal/ft^3 x 3.785 liter/gal x Mean Concentration (mg/l)/ 10^6

Annual Rainfall value used is from Appendix A.3

Event Mean Concentrations have been used from Table 4-17

Mean Runoff Coefficients have been used from Table 4-24 - Cluster 2, Hydrologic Soil Group D

Pre-Development Conditions

Landuse	Area (AC)	Runoff C	Rainfall (INCHES/YR)	Annual Runoff (AC-FT/YR)	Nitrogen Concentration (mg/l)	Nitrogen (KG/YR)	Phosphorus Concentration (mg/l)	Phosphorus (KG/YR)
Pasture	61.67	0.128	54.5	35.85	3.47	153.42	0.616	27.24
Totals =	**61.67**			**35.85**		**153.42**		**27.24**

Post-Development Conditions

Landuse	Area (AC)	Runoff C	Rainfall (INCHES/YR)	Annual Runoff (AC-FT/YR)	Nitrogen Concentration (mg/l)	Nitrogen (KG/YR)	Phosphorus Concentration (mg/l)	Phosphorus (KG/YR)
Residential	54.87	0.262	54.5	65.29	2.07	166.68	0.327	26.33
Lake	6.80				0.00		0	
Totals =	**61.67**			**65.29**		**166.68**		**26.33**

		(N)	(P)
Required Removal Efficiency (%)			
= (1- Pre-Loading/Post-Loading) x100	**Required Removal for N and P =**	**7.95%**	**-3.44%**

See separate nutrient loading calculations for the required removal of Nitrogen

Summary Treatment Report Version: 5.3.2

Project: Lake providing 6.8 ac-ft of storage

Analysis Type: Specified Removal Efficiency

Date:8/27/2024

BMP Types:

Catchment 1 - (site) Wet Detention

Catchment 2 - (Catchment 0) None

Based on % removal values to the nearest percent

Routing Summary
Catchment 1 Routed to Outlet
Catchment 2 Routed to Outlet

Total nitrogen target removal met? **Yes**
Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	kg/yr	
Total N post load	613.58 kg/yr	
Target N load reduction	10 %	
Target N discharge load	552.23 kg/yr	
Percent N load reduction	18 %	
Provided N discharge load	502.85 kg/yr	1108.79 lb/yr
Provided N load removed	110.73 kg/yr	244.17 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	kg/yr	
Total P post load	96.929 kg/yr	
Target P load reduction	%	
Target P discharge load	96.929 kg/yr	
Percent P load reduction	31 %	
Provided P discharge load	67.184 kg/yr	148.14 lb/yr
Provided P load removed	29.745 kg/yr	65.587 lb/yr

nutrient removal for 1' of storage in the lake system, the system only needs to provide for an additional 7.95% as shown on page 7 of this report.

Project Name: Mill Creek
Reviewer: BMU
Project Number:
  Period Begin: Jun 01, 2024;0000 hr End: Jun 04, 2024;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: onsite

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 24 hr
  Design Frequency: 5 year
  1 Day Rainfall: 5 inches
  Area: 61.76 acres
  Ground Storage: 2.87 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 12 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
12.00	0.00
12.50	3.47
13.00	7.09
14.00	14.76
15.00	23.01
16.00	33.10
17.00	52.52

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	12.00
360.00	12.00

Structure: 1

  From Basin: onsite
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: None
    Bleeder: Inv-Tri, Invert Elev = 12 ft NGVD, Height = 1.06 ft
      Width = 1.25 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	12.00	12.00
2.00	0.10	0.00	0.00	0.00	12.00	12.00
4.00	0.23	0.00	0.00	0.00	12.00	12.00
6.00	0.42	0.00	0.00	0.00	12.00	12.00
8.00	0.68	0.47	0.00	0.00	12.00	12.00
10.00	1.07	3.33	0.00	0.00	12.04	12.00
12.00	3.28	121.52	0.42	0.01	12.61	12.00
14.00	4.09	11.86	2.45	0.32	13.30	12.00
16.00	4.40	7.61	2.70	0.75	13.42	12.00
18.00	4.58	4.62	2.78	1.20	13.47	12.00
20.00	4.76	4.67	2.86	1.67	13.51	12.00
22.00	4.88	3.14	2.87	2.14	13.52	12.00
24.00	5.00	3.15	2.88	2.62	13.53	12.00
26.00	5.00	0.00	2.79	3.09	13.47	12.00
28.00	5.00	0.00	2.68	3.54	13.42	12.00
30.00	5.00	0.00	2.57	3.97	13.36	12.00
32.00	5.00	0.00	2.46	4.39	13.30	12.00
34.00	5.00	0.00	2.35	4.79	13.25	12.00
36.00	5.00	0.00	2.24	5.17	13.20	12.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
38.00	5.00	0.00	2.13	5.53	13.16	12.00
40.00	5.00	0.00	2.02	5.87	13.11	12.00
42.00	5.00	0.00	1.91	6.19	13.07	12.00
44.00	5.00	0.00	1.60	6.48	13.03	12.00
46.00	5.00	0.00	1.47	6.73	13.00	12.00
48.00	5.00	0.00	1.36	6.96	12.97	12.00
50.00	5.00	0.00	1.25	7.18	12.94	12.00
52.00	5.00	0.00	1.16	7.38	12.91	12.00
54.00	5.00	0.00	1.08	7.56	12.88	12.00
56.00	5.00	0.00	1.01	7.74	12.86	12.00
58.00	5.00	0.00	0.95	7.90	12.84	12.00
60.00	5.00	0.00	0.89	8.05	12.82	12.00
62.00	5.00	0.00	0.84	8.19	12.80	12.00
64.00	5.00	0.00	0.79	8.33	12.78	12.00
66.00	5.00	0.00	0.75	8.45	12.76	12.00
68.00	5.00	0.00	0.71	8.57	12.74	12.00
70.00	5.00	0.00	0.67	8.69	12.73	12.00
72.00	5.00	0.00	0.64	8.80	12.71	12.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	2.88	24.02	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	13.53	24.02	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	13.81	0.00	8.79	0.00	5.02	0.00

Project Name: Mill Creek
Reviewer: BMU
Project Number:
  Period Begin: Jun 01, 2024;0000 hr End: Jun 04, 2024;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: onsite

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 10 year
  3 Day Rainfall: 9 inches
  Area: 61.76 acres
  Ground Storage: 2.87 inches
  Time of Concentration: 0.5 hours
  Initial Stage: 12 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
12.00	0.00
12.50	3.47
13.00	7.09
14.00	14.76
15.00	23.01
16.00	33.10
17.00	52.52

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	12.00
360.00	12.00

Structure: 1

  From Basin: onsite
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: None
    Bleeder: Inv-Tri, Invert Elev = 12 ft NGVD, Height = 1.06 ft
      Width = 1.25 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	12.00	12.00
2.00	0.08	0.00	0.00	0.00	12.00	12.00
4.00	0.16	0.00	0.00	0.00	12.00	12.00
6.00	0.24	0.00	0.00	0.00	12.00	12.00
8.00	0.32	0.00	0.00	0.00	12.00	12.00
10.00	0.40	0.00	0.00	0.00	12.00	12.00
12.00	0.48	0.00	0.00	0.00	12.00	12.00
14.00	0.56	0.00	0.00	0.00	12.00	12.00
16.00	0.64	0.09	0.00	0.00	12.00	12.00
18.00	0.73	0.21	0.00	0.00	12.00	12.00
20.00	0.81	0.33	0.00	0.00	12.01	12.00
22.00	0.89	0.44	0.00	0.00	12.02	12.00
24.00	0.97	0.54	0.00	0.00	12.03	12.00
26.00	1.08	0.97	0.00	0.00	12.05	12.00
28.00	1.20	1.15	0.00	0.00	12.08	12.00
30.00	1.32	1.31	0.01	0.00	12.11	12.00
32.00	1.44	1.46	0.01	0.00	12.14	12.00
34.00	1.55	1.59	0.02	0.00	12.17	12.00
36.00	1.67	1.72	0.03	0.01	12.21	12.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
38.00	1.79	1.83	0.05	0.02	12.26	12.00
40.00	1.91	1.93	0.07	0.03	12.30	12.00
42.00	2.02	2.02	0.10	0.04	12.34	12.00
44.00	2.14	2.11	0.14	0.06	12.39	12.00
46.00	2.26	2.19	0.19	0.09	12.44	12.00
48.00	2.38	2.26	0.24	0.12	12.49	12.00
50.00	2.51	2.63	0.31	0.17	12.54	12.00
52.00	2.68	3.61	0.41	0.23	12.60	12.00
54.00	2.93	5.93	0.60	0.31	12.70	12.00
56.00	3.28	8.64	0.97	0.43	12.85	12.00
58.00	3.79	13.21	1.70	0.65	13.06	12.00
60.00	6.72	163.42	3.44	1.04	13.87	12.00
62.00	7.79	23.07	4.91	1.78	15.08	12.00
64.00	8.21	11.69	5.07	2.61	15.24	12.00
66.00	8.44	6.97	5.12	3.45	15.29	12.00
68.00	8.68	6.91	5.15	4.30	15.32	12.00
70.00	8.84	4.66	5.15	5.15	15.32	12.00
72.00	9.00	4.63	5.14	6.00	15.31	12.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	5.16	68.72	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	15.32	68.72	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	32.15	0.00	6.00	0.00	26.15	0.00

Project Name: Mill Creek
Reviewer: BMU
Project Number:
  Period Begin: Jun 01, 2024;0000 hr End: Jun 04, 2024;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: onsite

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 100 year
  3 Day Rainfall: 12 inches
  Area: 61.76 acres
  Ground Storage: 2.87 inches
  Time of Concentration: 0.5 hours
  Initial Stage: 12 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
12.00	0.00
12.50	3.47
13.00	7.09
14.00	14.76
15.00	23.01
16.00	33.10
17.00	52.52

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	12.00
360.00	12.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

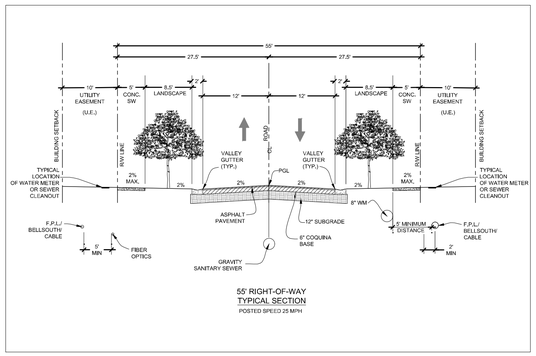
Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	16.70	72.00	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

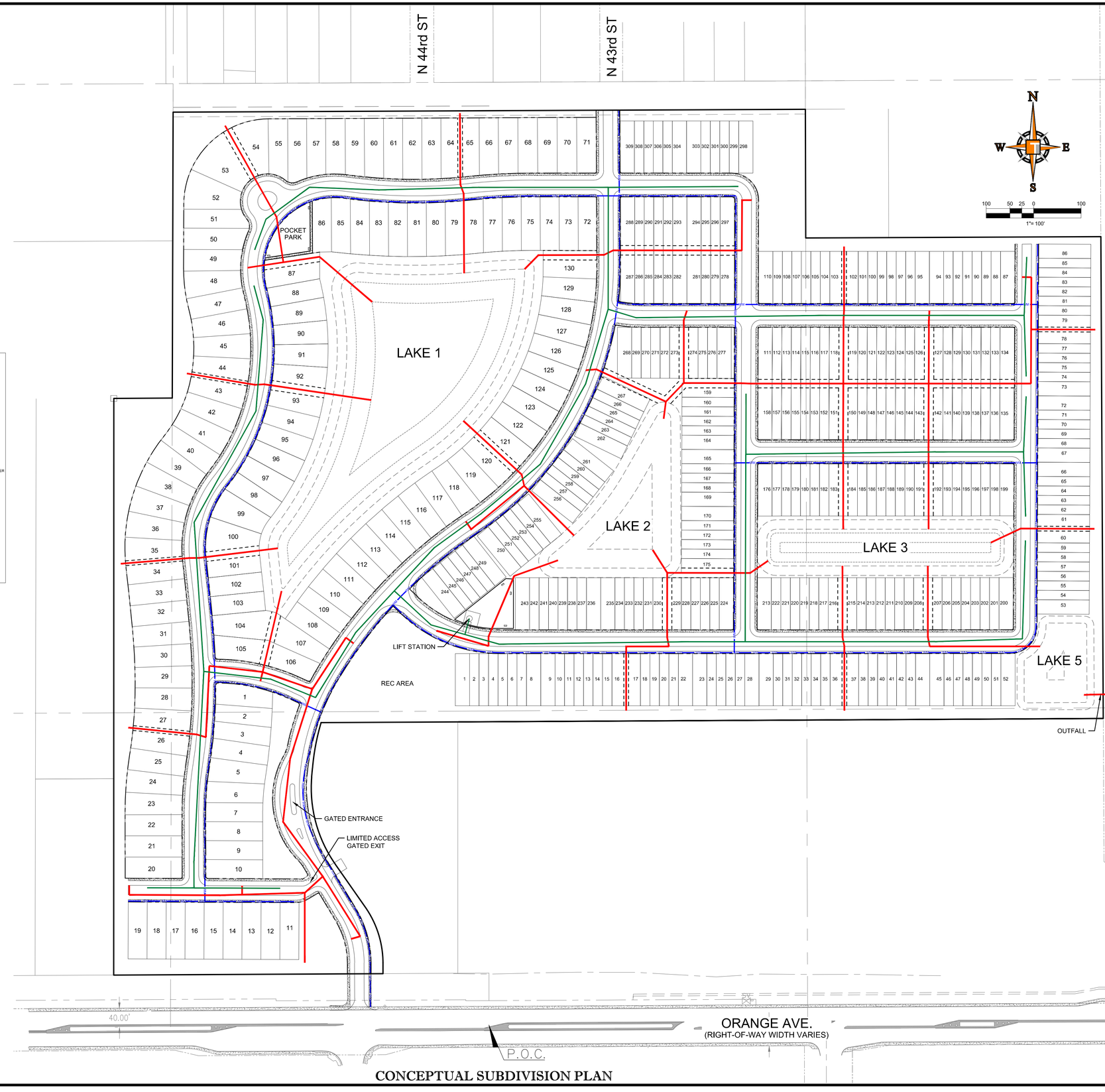
Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	46.72	0.00	0.00	0.00	46.72	0.00

LEGEND

UNDERGROUND WATER LINE	W
STORM SEWER	
SANITARY SEWER MAIN	S
HYDRANT	
SANITARY MANHOLE	S
STORM MANHOLE	
CATCH BASIN	



55' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH



CONCEPTUAL SUBDIVISION PLAN

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100

THE INFORMATION, DESIGN, AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

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Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
This item has been electronically signed and sealed by Brandon Ulmer, P.E. on 7/22/24 using a SHA-1 authentication code.
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PROJECT No.: FJ230027
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ240001-SITE-PLAN

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

OAK RIDGE RANCHES POD 6

SAINT LUCIE COUNTY
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON ULMER
No. 68345
PROFESSIONAL ENGINEER
DATE: Jul 22, 2024
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:
CONCEPTUAL ENGINEERING PLAN

SHEET NUMBER:
CE-01

ELEVATIONS BASED ON NAVD '88

Printed on Monday, July 22, 2024, 8:12 PM by Michael Lapekoffer

ALTA NSPS LAND/TITLE SURVEY

FOR FM MILLCREEK HOLDING, LLC

LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4; THE NE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE WEST 728.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF-WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 197.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 80.83 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 226.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 126.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28W WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 39°45'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°43'28" EAST, FOR 18.58 FEET TO A POINT WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 728.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

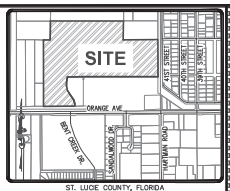
SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON APRIL 5, 2024. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS FEBRUARY 20, 2024.
4. LEGAL DESCRIPTION(S) HEREON SHOWN IS IN REFERENCE TO THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 31, 2024 UNDER COMMITMENT NUMBER 5405290. ALL APPLICABLE B-II EXCEPTIONS FROM THAT TITLE COMMITMENT ARE SHOWN ON THE SURVEY.
5. PARCEL(S) CONTAIN A TOTAL OF 41.76 ACRES, MORE OR LESS.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (2011 ADJUSTMENT).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS, AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE GROUND LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 7, LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLE'S "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 2ND ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN TITLE LINES, IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE USE OF SCALED MEASUREMENTS. ALL ANGLES ARE 90° (RADIAL) UNLESS OTHERWISE INDICATED.
12. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES, AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS, THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN ZONE X AND ZONE A AT THIS TIME PURSUANT TO F.I.R.M. FIRM NUMBER 12111C0376J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
15. ALL ABOVE GROUND UTILITIES AND DRAINAGE STRUCTURES ALONG THE NORTH RIGHT-OF-WAY OF ORANGE AVENUE HAVE BEEN LOCATED. NO UNDERGROUND UTILITY MARKINGS WERE OBSERVED IN THE PROCESS OF PERFORMING THE FIELD WORK.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

SYMBOL & ABBREVIATION LEGEND:

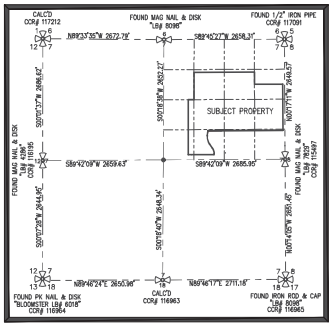
AV	AIR RELEASE VALVE	Δ	DELTA/CENTRAL ANGLE		GUY WIRE ANCHOR	P.I./D	PARKER-KALON NAIL & DISK
AL	JED LEDEEN	Ⓓ	DRAINAGE MANHOLE		HANDICAP	PCP	PERMANENT CONTROL POINT
BFP	BACK FLOW PREVENTER	DP	ELECTRIC RISER PIPE	Ⓐ	HIGH DENSITY POLYETHYLENE PIPE	PRM	PERMANENT REFERENCE MONUMENT
BFP	BACK FLOW PREVENTER	DP	EDGE OF PAVEMENT	HDPE	HOSE BIBB FENCE	P.B.	PLAT BOOK
	BENCHMARK ENG'RS BROAD CONTROL POINT (BCP)	DOR	ELECTRIC METER	HBF	HYDRANT	(P)	PLAT MEASURED
		MES	ELECTRIC MAN HOLE (ENV)			P.O.B.	POINT OF BEGINNING
CATV Ⓒ	CABLE RISER			HYD	INVERT	P.O.C.	POINT OF COMMENCEMENT
(C)	CALCULATED	CM	ELECTRIC METER	INV	IRON PIPE		
	CATCH BASIN		ELECTRICAL PANEL	IP	IRON ROD	P.C.C.	POINT OF COMPOUND CURVE
℄	CENTERLINE	EL./ELEV.	ELEVATION	IR	IRON ROD AND CAP	P.C.	POINT OF CURVATURE
COR	CERTIFIED CORNER RECORD	FDWA	FLORIDA DEPARTMENT OF TRANSPORTATION AGENCY	IR/C	IRRIGATION CONTROL VALVE	P.C.I.	POINT OF CURVATURE OF TERMINUS
CLF	CHAIN LINK FENCE	F.O.	FIBER OPTIC	L	LENGTH	P.O.T.	POINT OF TERMINUS
CHISL	CHORD	FDOH	FIBER OPTIC HAND HOLE		LIGHT POLE	P.I.	POLYCHL CHLORIDE
CO O	CLEAN OUT			MHD/D	MAG NAIL AND BRASS WASHER	PVC	PROFESSIONAL LAND SURVEYOR
	COMMUNICATION RISER	FOR	FIBER OPTIC RISER			PLS	RADIUS
CONC	CONCRETE	(M)	FIELD MEASURED	MH/S	METAL LIGHT POST	R	RANGE
Ⓒ	CONCRETE LIGHT POST	F.F.E.	FINISHED FLOOR ELEVATION		MILEPOST	RGE	REAL TIME KINEMATIC
CM	CONCRETE MONUMENT		FLORIDA DEPARTMENT OF TRANSPORTATION		METAL POWER POLE	RTK	RECLAIMED WATER VALVE
CPP	CONCRETE POWER POLE (DPP)	FDOT			MONUMENT	RW/V	
	CONCRETE POWER POLE W/STREET LIGHT	FPL	FLORIDA POWER AND LIGHT	MON	NON DESCRIPT NAIL AND DISK	RLS	REGISTERED LAND SURVEYOR
	CONCRETE SIGNAL LIGHT POLE	FT	FOOT	N/D	NON-RADIAL	RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE	FND	FOUND	N.R.	NORTH AMERICAN VERTICAL DATUM OF 1988	R/W	RIGHT-OF-WAY
	COUNTY MILE	Ⓕ	FPL MANHOLE	NAVD88	NUMBER	R/D	RED AND DISK
	DESIGNATIVE LIGHT POST	SQ FT	SQUARE FEET	No.	OFFICIAL RECORDS BOOK	R/C	RED AND CAP
	DEED	GV/(V)	GAS VALVE	O.R.B.	OVER HEAD WIRES	S	SANITARY MANHOLE
(D)	DEED BOOK	GIS	GEOGRAPHIC INFORMATION SYSTEM	OHW	PAVED	SV/(V)	SANITARY VALVE
D.B.		GND	GROUND	PG	PARCEL CONTROL NUMBER	SEC	SECTION
				PCN	PK NAIL		PROPERTY CORNER
				PK NAIL	PARKER-KALON NAIL		RIGHT-OF-WAY CONTROL
						SSB	SOD
						STA	STATION
							STREET SIGN
							TELEPHONE RISER BOX
						TOE	TOE OF SLOPE
						TOB	TOP OF BANK/BERM
						T.O.R.	TOP OF RAIL
						X 0.0	TOPOGRAPHIC DATA (SPOT SURFACE)
						X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
						TRP	TRIPOINT
							TRAFFIC HAND HOLE
						TSCM	TRAFFIC SIGNAL CONTROL BOX
						TYP	TYPICAL
						U.E.	UTILITY EASEMENT
						UE	UNDERGROUND ELECTRIC
						UTIL	UNDERGROUND UTILITY
						UNMKD	UNMARKED
							UNKNOWN HAND HOLE
							UNKNOWN RISER BOX
							UNKNOWN TYPE MANHOLE
						VCP	VITRIFIED CLAY PIPE
							WATER SERVICE METER (WM)
						W/(V)	WATER VALVE (WV)
							WELL
						W	WOOD FENCE
							WOOD POLE STREET LIGHT
							WOOD POWER POLE



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE



SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST

(1"=1000')

SCHEDULE B-II ITEMS

TITLE COMMITMENT PREPARED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT # 5405290
COMMITMENT DATE: JANUARY 31, 2024, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE, AND TAXES AND ASSESSMENTS LEVIED AND/OR ASSESSED SUBSEQUENT TO THE DATE HEREOF.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
9. INTENTIONALLY DELETED. (UNRECORDED CATTLE LEASE WAS TERMINATED).
10. INTENTIONALLY DELETED. (DUPLICATIVE DUE TO STANDARD RIGHTS OF PARTIES IN POSSESSION EXCEPTION)
11. INTENTIONALLY DELETED. (UNRECORDED EASEMENT TO MILLCREEK ORANGE AVENUE I IS NOT ON THE CAPTION)
12. INTENTIONALLY DELETED. (SEE EXCEPTION #13 BELOW)
13. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY AS SET FORTH IN INSTRUMENT RECORDED IN DEED BOOK 74, PAGE 238, AND BOOK 190, PAGE 1084, AND BOOK 190, PAGE 1082, AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS IN BOOK 1440, PAGE 770; DEED BOOK 73, PAGE 419.
   DEED BOOK 74, PAGE 238 AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
   BOOK 190, PAGE 1084 AND BOOK 190, PAGE 1082 AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
   BOOK 1440, PAGE 770 & DEED BOOK 73, PAGE 419 AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
14. INTENTIONALLY DELETED. (ADDED TO EXCEPTION #10)
15. RESERVATION IN DEED AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 628, PAGE 913.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
16. EASEMENT AND RIGHT OF WAY AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 1415, PAGE 421, AS AFFECTED BY AGREED STIPULATED FINAL JUDGMENT IN BOOK 1868, PAGE 2211.
   DOES NOT AFFECT SUBJECT PROPERTY; SHOWN ON SURVEY.
17. EASEMENT GRANTED TO BELLSOUTH TELECOMMUNICATIONS, INC. AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2621, PAGE 2090.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
18. RESOLUTION NO. 08-148 AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2987, PAGE 1551, AS AFFECTED BY BOOK 3026, PAGE 1760.
   AFFECTS SUBJECT PROPERTY; RESOLUTION NO 08-148 IS NOT A SURVEY MATTER; RESOLUTION NO 08-278 IN BOOK 3026, PAGE 1760 INCLUDES A PORTION OF LAND BEING 130.2 TO ST. LUCIE COUNTY AND AN EASEMENT TO ST. LUCIE COUNTY FOR INGRESS EGRESS WHICH IS SHOWN ON THE SURVEY.
19. FORCE MAIN EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2988, PAGE 2818.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
20. EASEMENT(S) SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN BOOK 2511, PAGE 150.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
21. ORDINANCE NO. 23-005 EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 4948, PAGE 2116.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.

CERTIFIED TO:

- FIRST AMERICAN TITLE INSURANCE COMPANY
- FM MILLCREEK HOLDING, LLC

ALTA CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 6, 11, 13, 14, 15, 16, 19 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 20, 2024.

Michael T Owen Digitally signed by Michael T Owen Date: 2024.05.16 14:56:56 -04'00'

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #6556

SIGNATURE DATE:

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com

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DATE	DRAWN BY	CHECKED BY	FIELD BOOK/PAGE	FIELD WORK COMPLETED	SHEET
5/16/24	MTO	MTO	N/A	2/20/24	1 OF 2

ALTA NSPS LAND/TITLE SURVEY

FOR: FM MILLCREEK HOLDING, LLC

RECORD INFORMATION

SEC: 7, TWP: 35 SOUTH, RGE: 40 EAST

ST. LUCIE COUNTY, FLORIDA

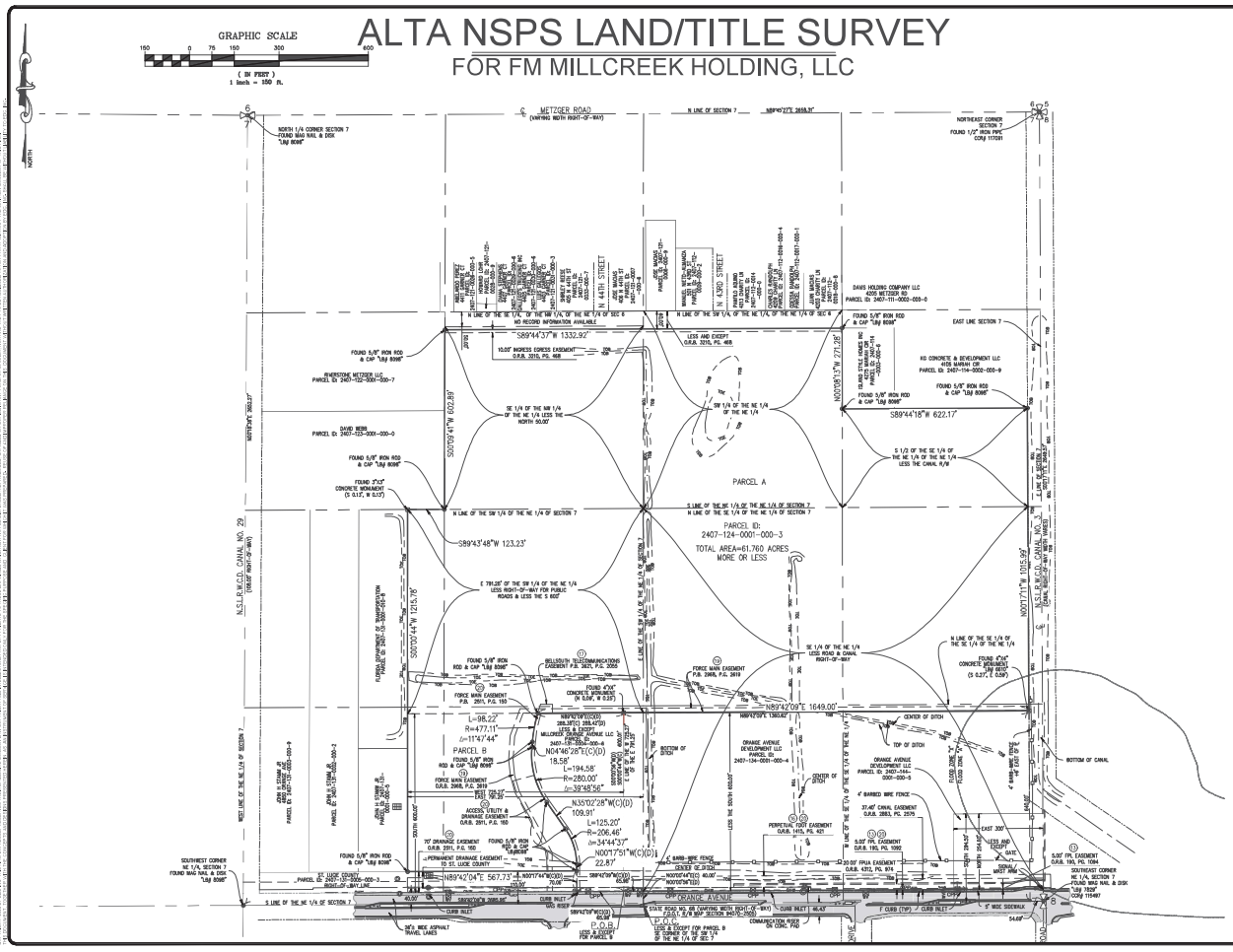
ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

1 OF 2

ALTA NSPS LAND/TITLE SURVEY

FOR FM MILLCREEK HOLDING, LLC


GRAPHIC SCALE
150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.
NORTH
METZGER ROAD
(VARYING WIDTH RIGHT-OF-WAY)
N LINE OF SECTION 7
N89°40'27"E 2659.37'
NORTH 1/4 CORNER SECTION 7
FOUND MAG NAIL & DISK
"LB# 6098"
NORTHEAST CORNER
SECTION 7
FOUND 1/2" IRON PIPE
CORE 117291
N LINE OF THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SEC 6
NO RECORD INFORMATION AVAILABLE
N LINE OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
S89°44'37"W 1332.92'
15.00' INGRESS EGRESS EASEMENT
O.R.B. 2315, PG. 468
LESS AND EXCEPT
O.R.B. 3315, PG. 468
N LINE OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
N LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
N LINE OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
N 44TH STREET
(VARYING WIDTH RIGHT-OF-WAY)
N 43RD STREET
(VARYING WIDTH RIGHT-OF-WAY)
DAVIS HOLDING COMPANY LLC
4205 METZGER RD
PARCEL ID: 2407-111-0002-000-0
FOUND 5/8" IRON ROD
& CAP "LB# 6098"
EAST LINE SECTION 7
NO CONCRETE & DEVELOPMENT LLC
4155 MARIAH CIR
PARCEL ID: 2407-114-0002-000-9
FOUND 5/8" IRON ROD
& CAP "LB# 6098"
N00°09'31"W 271.28'
S89°44'18"W 622.17'
S 1/2 OF THE SE 1/4 OF
THE NE 1/4 OF THE NE 1/4
LESS THE CANAL R/W
SW 1/4 OF THE NE 1/4
OF THE NE 1/4
SE 1/4 OF THE NW 1/4
OF THE NE 1/4 LESS THE
NORTH 50.00'
S00°59'41"W 602.89'
RIVERSTONE METZGER LLC
PARCEL ID: 2407-132-0001-000-7
DAVID BEBB
PARCEL ID: 2407-123-0001-000-0
FOUND 5/8" IRON ROD
& CAP "LB# 6098"
FOUND 3"x3"
CONCRETE MONUMENT
(S 0.13', W 0.13')
PARCEL A
PARCEL ID:
2407-124-0001-000-3
TOTAL AREA=61.760 ACRES
MORE OR LESS
N LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 7
S LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7
N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7
S89°43'48"W 123.23'
E 791.26' OF THE SW 1/4 OF THE NE 1/4
LESS RIGHT-OF-WAY FOR PUBLIC
ROADS & LESS THE S 600'
S00°00'44"W 1215.76'
N.S.L.R.W.C.D. CANAL NO. 29
(VARYING WIDTH R/W)
N00°17'51"W 1015.99'
N.S.L.R.W.C.D. CANAL NO. 30
(VARYING WIDTH R/W)
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP
SECTION 94120-2502
SOUTHBOUND
FOUND 5/8" IRON
ROD & CAP "LB# 6098"
BELLSOUTH TELECOMMUNICATIONS
EASEMENT P.B. 3621, PG. 2055
FOUND 4"X4"
CONCRETE MONUMENT
(N 0.24', W 0.24')
FORCE MAIN EASEMENT
P.B. 2915, PG. 150
FORCE MAIN EASEMENT
O.R.B. 2988, PG. 2819
N89°42'09"E 1649.00'
N89°42'09"E 1360.82'
SE 1/4 OF THE NE 1/4
LESS ROAD & CANAL
RIGHT-OF-WAY
N LINE OF THE SE 1/4 OF
THE NE 1/4 OF THE NE 1/4
FOUND 4"X4"
CONCRETE MONUMENT
(S 0.27', E 0.04')
L=98.22'
R=477.11'
Δ=11°47'44"
PARCEL B
FOUND 5/8" IRON
ROD & CAP "LB# 6098"
FORCE MAIN EASEMENT
O.R.B. 2988, PG. 2819
N04°46'28"E(C)(D)
18.58'
L=194.58'
R=280.00'
Δ=39°48'56"
N35°02'28"W(C)(D)
109.91'
L=125.20'
R=206.46'
Δ=34°44'37"
N00°17'51"W(C)(D)
22.87'
MILLCREEK DRAINAGE AVENUE LLC
PARCEL ID:
2407-134-0000-000-6
SECTION OF
DITCH
CENTER OF DITCH
TOP OF DITCH
ORANGE AVENUE DEVELOPMENT LLC
PARCEL ID:
2407-134-0001-000-4
ORANGE AVENUE DEVELOPMENT LLC
PARCEL ID: 2407-144-
0001-000-5
4' BARBED WIRE FENCE
BOTTOM OF CANAL
37.40' CANAL EASEMENT
O.R.B. 2883, PG. 2570
EAST 300'
EAST 264.00'
SOUTH 264.00'
SOUTH 300'
SOUTHWEST CORNER
NE 1/4, SECTION 7
FOUND MAG NAIL & DISK
"LB# 6098"
ST. LUCIE COUNTY
PARCEL ID: 2407-132-0000-000-3
RIGHT-OF-WAY LINE
S LINE OF THE NE 1/4 OF SECTION 7
N89°42'04"E 567.73'
N89°42'04"E(C)(D)
40.00'
N00°17'51"W(C)(D)
40.00'
N00°17'51"W(C)(D)
65.00'
S89°42'09"W(C)(D)
65.00'
S89°42'09"W(C)(D)
65.00'
S89°42'09"W(C)(D)
65.00'
N00°17'51"W(C)(D)
65.00'
N00°17'51"W(C)(D)
40.00'
N00°09'31"W(C)(D)
40.00'
N00°09'31"W(C)(D)
40.00'
N00°09'31

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

ENVIRONMENTAL ASSESSMENT

MILLCREEK

FORT PIERCE, FLORIDA

Prepared for:

DreamFinders Homes

Prepared by:

EW Consultants, Inc.

July 2024

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1000 SE Monterey Commons, Suite 208 • Stuart, FL 34996 • 772-287-8771 • Fax 772-287-2988

www.ewconsultants.com

I. INTRODUCTION -

This Environmental Assessment details and summarizes the various natural and man-made conditions related to the Millcreek project located within the City of Fort Pierce, St. Lucie County, Florida. The subject site, as shown on Figures 1 and 2 in Appendix A, is 63+/- acres, and is located in Section 7, Township 35 South, and Range 40 East.

The site is located west of and adjacent to North 41st Street, south of and adjacent to residential homes, east of and adjacent to Stamm Manufacturing and undeveloped land, and north of and adjacent to Orange Avenue and vacant remnant agricultural land. Figure 3, 2023 Aerial Photograph, in Appendix A is an aerial view of the subject property and immediate surroundings.

II. GENERAL PROPERTY DESCRIPTION –

Based on July, 2024, site visits conducted by staff from EW Consultants, Inc., the project area consists of various types of active cattle pasture, dense stands of the exotic Brazilian pepper tree, wet prairie wetlands, and native upland hardwood forest.

The woodland pasture contains partially cleared lands but still possesses native canopy trees; mainly laurel oak, live oak, and slash pines, with exotic vegetation mixed in, as well. The area of native upland hardwood forest is located in the northeastern portion of the site. Two freshwater wetlands occur on-site; one in the southeastern portion of the unimproved pasture and one in the north-central portion of the project site.

There is a network of unmaintained ditches and furrows throughout the subject property which are the result of the historic citrus grove operation. The entire site is currently used for cattle grazing, including the upland hardwood forest area, thereby negatively impacting native groundcover and understory plants. There is also at least one free-flowing artesian well located within the site boundaries which keep the ditches full of groundwater thus providing the cattle with drinking water and relief from the heat. The unimproved pasture is similar to the improved pasture areas but has more nuisance vegetation dominating the landscape, including Brazilian pepper and Chinese tallow.

Both wetlands on-site are in very poor ecological, essential being remnant features of the historic agricultural operations. They consist of mostly invasive and nuisance plant species.

III. SOIL TYPES –

A Soils Report produced by the United States Department of Agriculture/Natural Resources Conservation Service is provided in Appendix B of this report. Soil types are typical for this region of St. Lucie County. The soil types found on the project site are as follows; (11) Chobee loamy sand, frequently ponded, 0 to 1 percent slopes, (16) Hilolo loamy sand, 0 to 2 percent slopes, (25) Nettles and Oldsmar sands, (31) Pepper and EauGallie sands, (48) Wabasso sand, 0 to 2 percent slopes, (55) Winder loamy sand.

IV. EXISTING LAND COVER TYPES –

The following is a summary of the vegetation cover types found on the Millcreek project site. Land cover and vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCCSS, FDOT). These categories have been mapped based on the recent field reconnaissance, the non-binding wetland determination, hand-held GPS points, and aerial photograph interpretation.

Figure 4 in Appendix A provides a recent aerial view with nomenclature for the various types of land covers which currently exist on-site. The land cover types found on the project include:

Native Upland Habitat – 420 Upland Hardwood Forest – 7.4± Acres

This native upland habitat is located in the northeastern portion of the subject property and possesses a crown canopy with at least a 66 percent dominance by hardwood tree species. This area consists of mature laurel oaks and live oaks with sparse slash pines in the canopy stratum, while also containing a mixture of other native trees such as red bay, dahoon holly, and cabbage palms. It is in moderate to good ecological condition, with no apparent land management activities such as burning or roller-chopping observed. Desirable understory and groundcover plants include wiregrass, saw palmetto, beautyberry, wild coffee, bluestem grasses, gallberry, wax myrtle, and various broomsedge grasses. While there is a minimal amount of exotic vegetation coverage within the native upland habitat area, species such as Brazilian pepper, yellow poinciana, Caesarweed, Java plum and Chinese tallow are scattered throughout.

Non-Native Upland Areas — 211, 212, 213, 422 – 54± Acres

Non-native upland areas cover the majority of the project site. There is a network of remnant agricultural ditches found within all of these areas as well as furrows from the historic citrus operation. The ditches contain torpedo grass (an invasive species), smartweed, pickerelweed, water lettuce, pennywort, and various sedges. Brazilian Pepper (category 422) is a monoculture of the invasive Brazilian pepper tree.

Woodland Pasture (category 213) include forested lands that are used as pastures with evidence of cattle activity. There are scattered native and non-native trees within the woodland pastures such as live oak, slash pine, laurel oak, yellow poinciana, laurel oak, Chinese tallow, Java plum, Brazilian pepper, and cabbage palm. Understory plants are generally sparse and scattered throughout due to a higher concentration of cattle activity within these areas, as well as the shading of the forest floor by the dense canopy cover. Such vegetation includes smutgrass, Bahia grass, beautyberry, Caesarweed, Surinam cherry, sword fern, tropical soda apple, Guinea grass, pink periwinkle, and pokeweed.

Unimproved Pasture (category 212) includes cleared land with major stands of trees and brush where grasses have been allowed to establish. This land cover is found in the central and western portions of the site. The vegetation within this area includes; Brazilian pepper, smutgrass, torpedo grass, various sedges, Chinese tallow, Bahia grass, tropical soda apple, Guinea grass, basket grass, and sparse native oaks and cabbage palms.

Improved Pasture (category 211) is mainly comprised of land which has been cleared, tilled, reseeded with specific grass types for both cattle feed and soil stabilization. This area is found in the southwestern portion of the site and includes, smutgrass, torpedo grass, Bahia grass, basket grass, Bermuda grass, various sedges, centipede grass, tropical soda apple, Guinea grass, Brazilian pepper, and sparse cabbage palms.

Freshwater Wetlands – 643 Wet Prairie – 1.6± Acres

The freshwater wetlands on-site are considered low-quality being remnants of the historic agricultural operation. In addition, current impacts from cattle grazing further degrade these wetlands. The approximate acreage for the wetlands can be seen on Figure 4 in Appendix A, and represent the 2022 non-binding wetland determination issued by the South Florida Water Management District (SFWMD) as shown in Exhibit 1.

The wetlands are comprised primarily of smartweed, flatsedge, pennywort, soft rush, Mexican primrose willow, camphorweed, Brazilian pepper and Chinese tallow.

V. LISTED SPECIES DISCUSSION –

Because of the various native and man-made resources found on the subject property, the site provides potential foraging and nesting habitat for a variety of state and federally listed wildlife species, albeit minimal. In particular, the on-site water resources could provide foraging opportunities for various listed avian species, including a myriad wading birds such as wood stork, roseate spoonbill, sandhill crane and various ibis and herons. No listed wading bird species were observed during the 2024 site visits. No nesting of wading bird species is expected due to the lack of suitable nesting habitat on-site. Non-listed wading birds observed included the cattle egret and white egret.

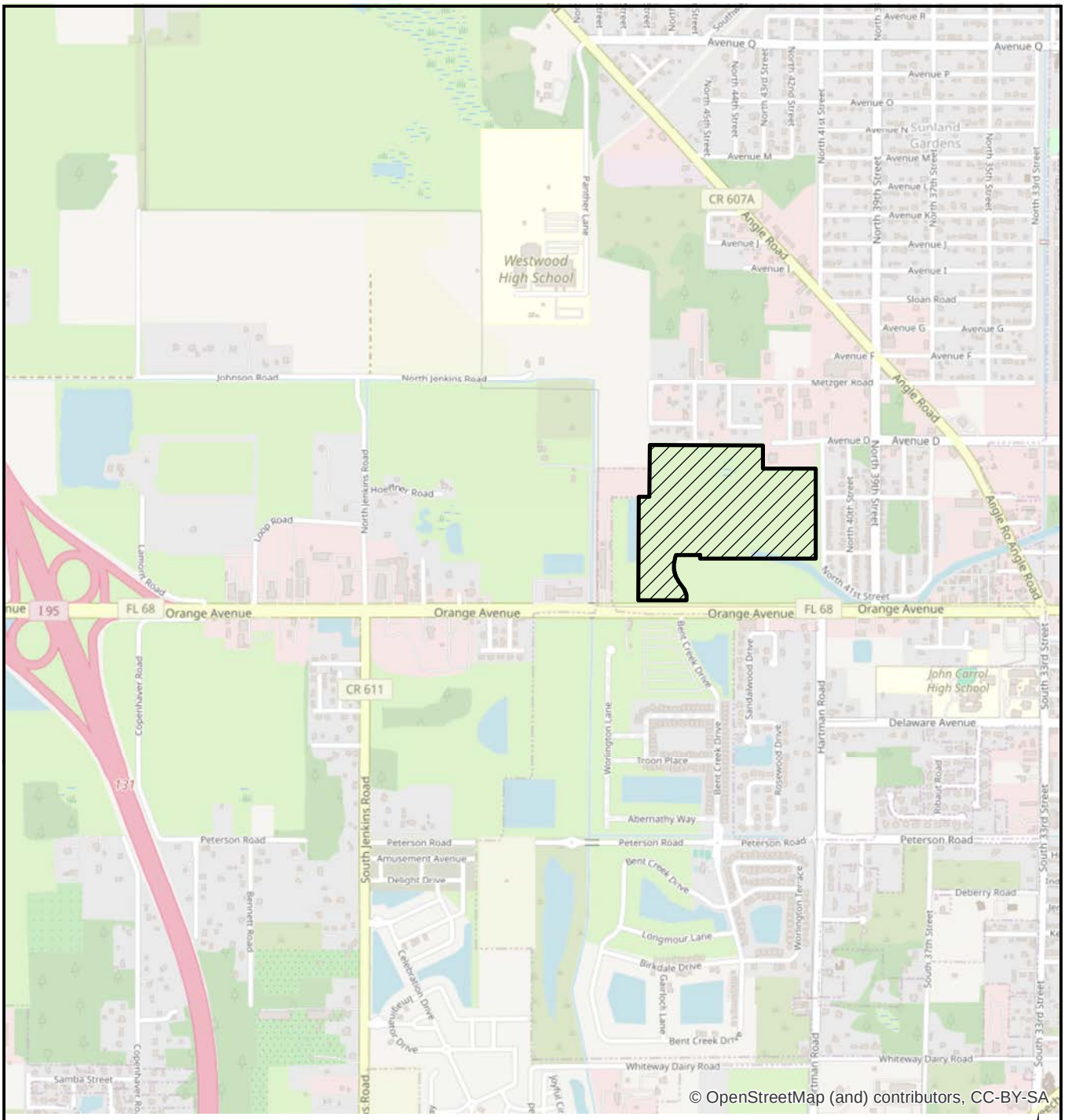
Other protected avian species which may occur on or near the site include the bald eagle. No eagles or eagle nests were observed on-site during the recent site visits. The closest bald eagle nest to the project site is located approximately 1.5 miles to the northwest on the Eagle Bend project site (nest SL011). Figures 5 and 6 in Appendix A provide a database download of recorded eagle nests and wading bird colonies found on state agency websites.

As with most sites in south Florida, sandy uplands, pastures and ditch banks with herbaceous vegetation serve as potential burrowing and foraging habitat for the state-threatened gopher tortoise. During the site visits, several potentially occupied burrows of this species were observed within the project site's native upland area as well as along the trails and ditch banks within the woodland pasture. A systematic gopher tortoise survey will be required within the entire development footprint's upland areas prior to new construction activities. Tortoises in harm's way will have to be relocated to a state-approved receiver site accordingly.

Other wildlife observations included red-bellied woodpecker, blue jay, mocking bird, red-shouldered hawk, black vulture, coyote scat, various rodent species, marsh rabbit, black racer and brown anole.

APPENDIX A

Figure 1: Location Map
Figure 2: USGS Quadrangle Map
Figure 3: 2023 Aerial Photograph
Figure 4: Land Cover Map
Figure 5: Bald Eagle Nest Database Mapping
Figure 6: Wading Bird Colonies Database Mapping



LEGEND

▨ - SITE (63.0+/- AC)

0 2,000 Feet

N

MILLCREEK
LOCATION MAP

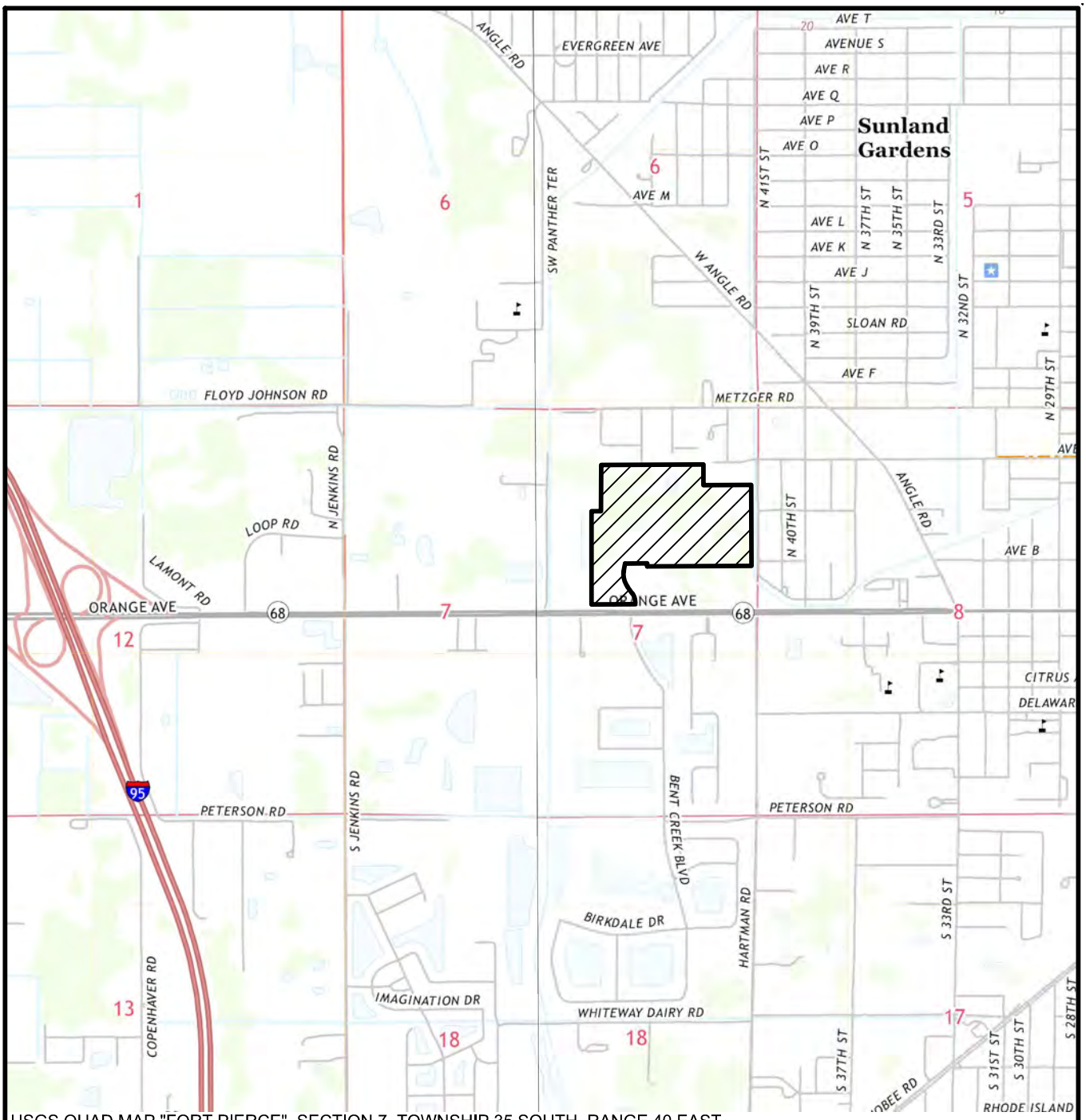
EW Consultants, Inc.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

JULY 2024

FIGURE

1



USGS QUAD MAP "FORT PIERCE", SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST,
CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA, LATITUDE 27°27'02" LONGITUDE -80°22'10"

LEGEND

▨ - SITE (63.0± AC)

0 1000

SCALE IN FEET

MILLCREEK

QUAD MAP

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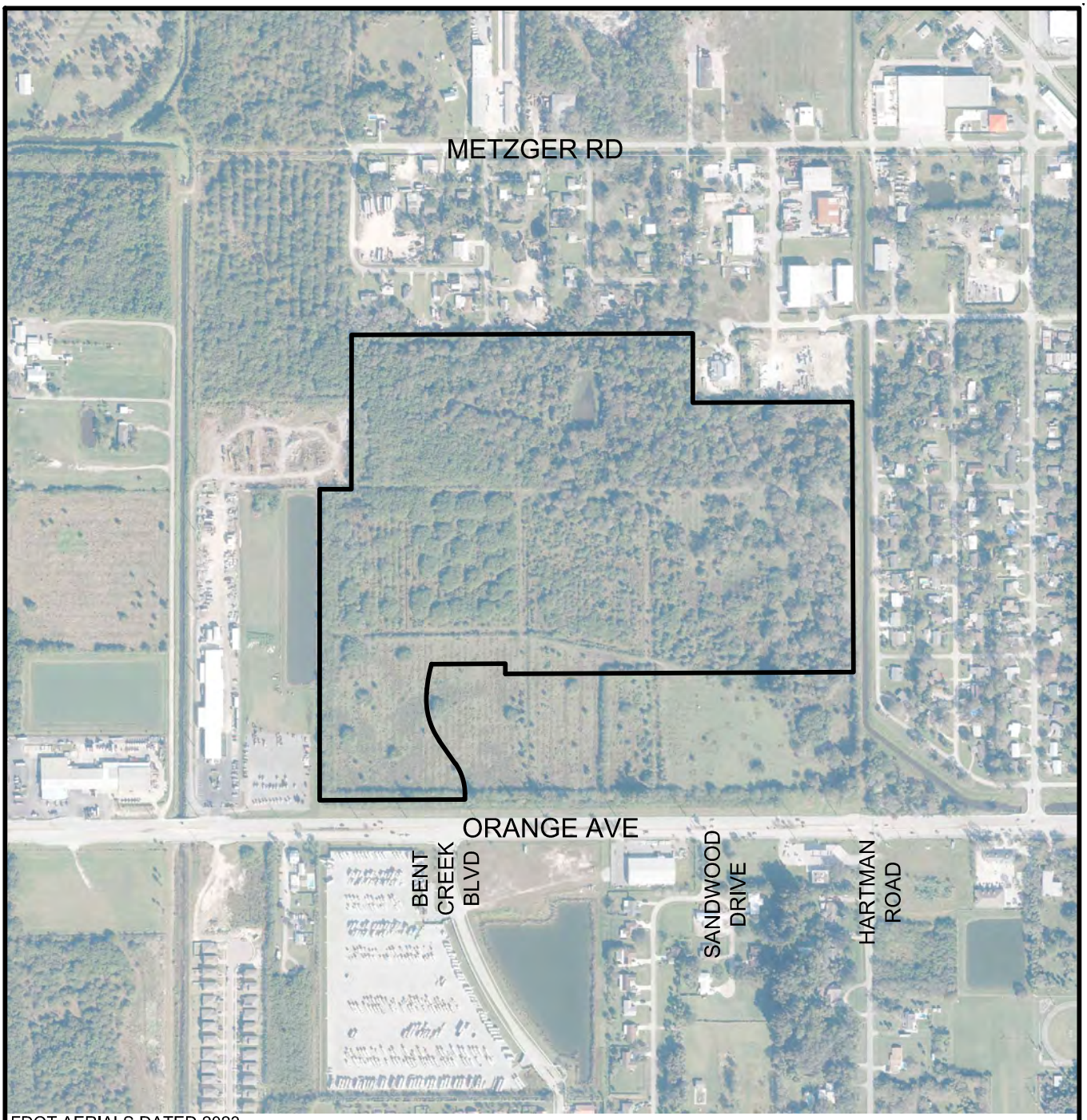
WWW.EWCONSULTANTS.COM

JULY 2024

FIGURE

2

Millcreek.dwg QUAD



FDOT AERIALS DATED 2023

0 600
SCALE IN FEET

MILLCREEK
AERIAL

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STUART, FL 34996
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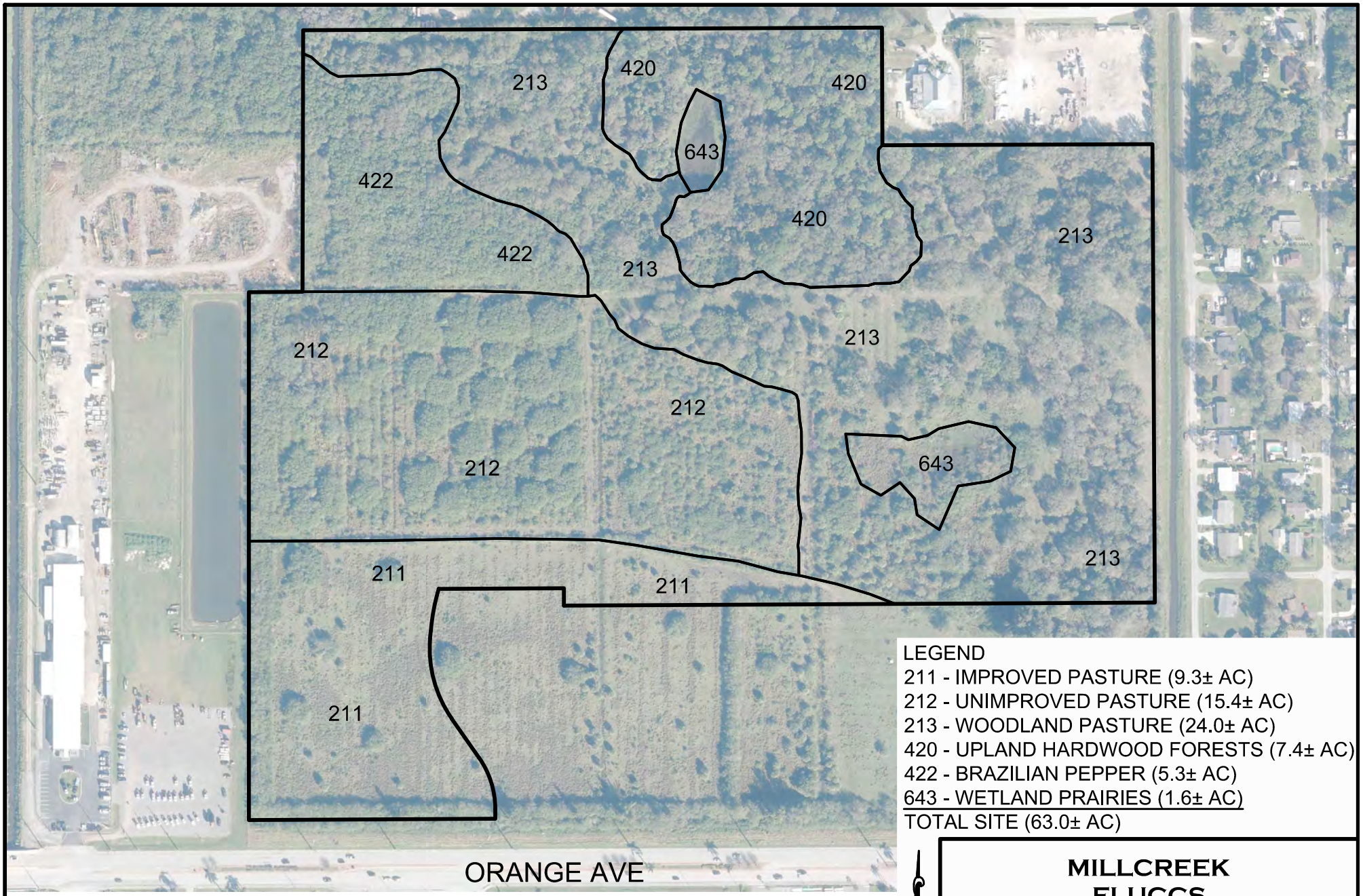
WWW.EWCONSULTANTS.COM

JULY 2024

FIGURE
3

Millcreek.dwg AERIAL



LEGEND
211 - IMPROVED PASTURE (9.3± AC)
212 - UNIMPROVED PASTURE (15.4± AC)
213 - WOODLAND PASTURE (24.0± AC)
420 - UPLAND HARDWOOD FORESTS (7.4± AC)
422 - BRAZILIAN PEPPER (5.3± AC)
643 - WETLAND PRAIRIES (1.6± AC)
TOTAL SITE (63.0± AC)

FDOT AERIALS DATED 2023

0 300
SCALE IN FEET

MILLCREEK FLUCCS

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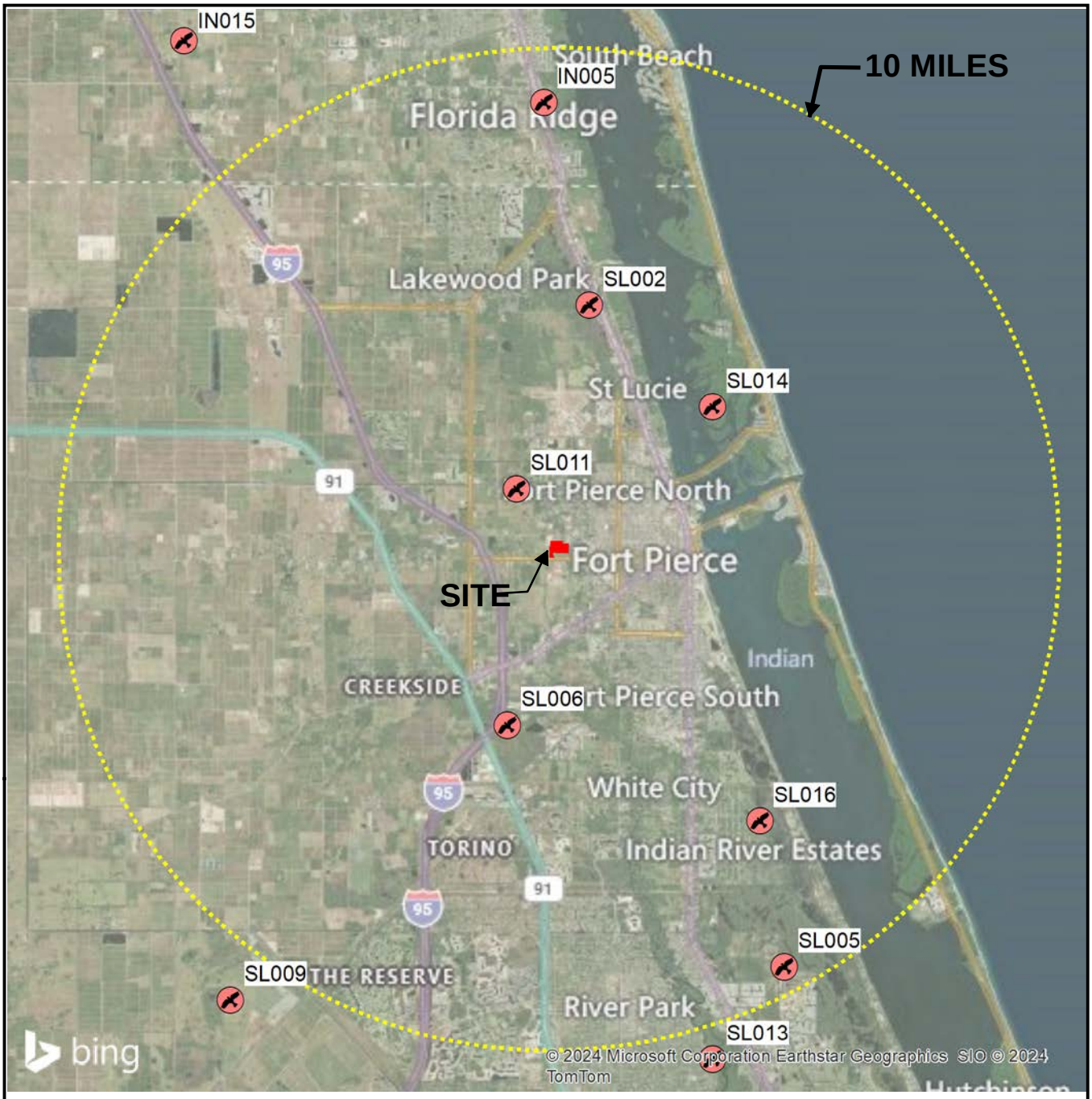
STUART, FL 34996
772-287-8771 · FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JULY 2024
FIGURE 4

Millcreek.dwg FLUCCS



LEGEND

FFWCC EAGLE NESTING 2016

0 3 Miles

N

MILLCREEEK EAGLES

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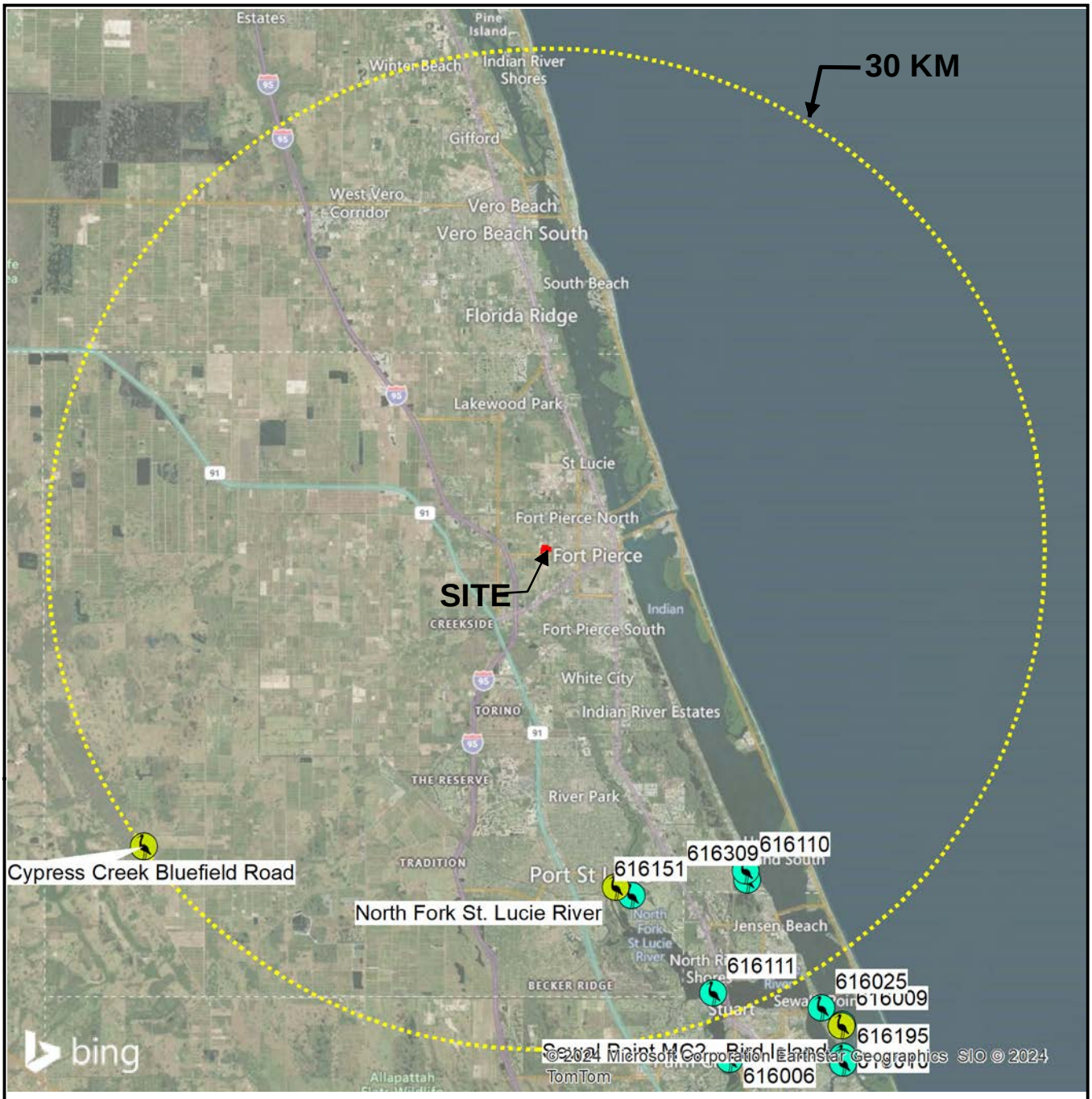
JULY 2024

FIGURE

5



LEGEND

0 7 Miles

- FFWCC WOST COLONIES 2009-2018
- FFWCC 1999 WOODSTORK NESTING COLONIES & WADING BIRD ROOKERY

N

MILLCREEEK
WADING BIRDS

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EW Consultants, Inc.

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www.ewconsultants.com

JULY 2024

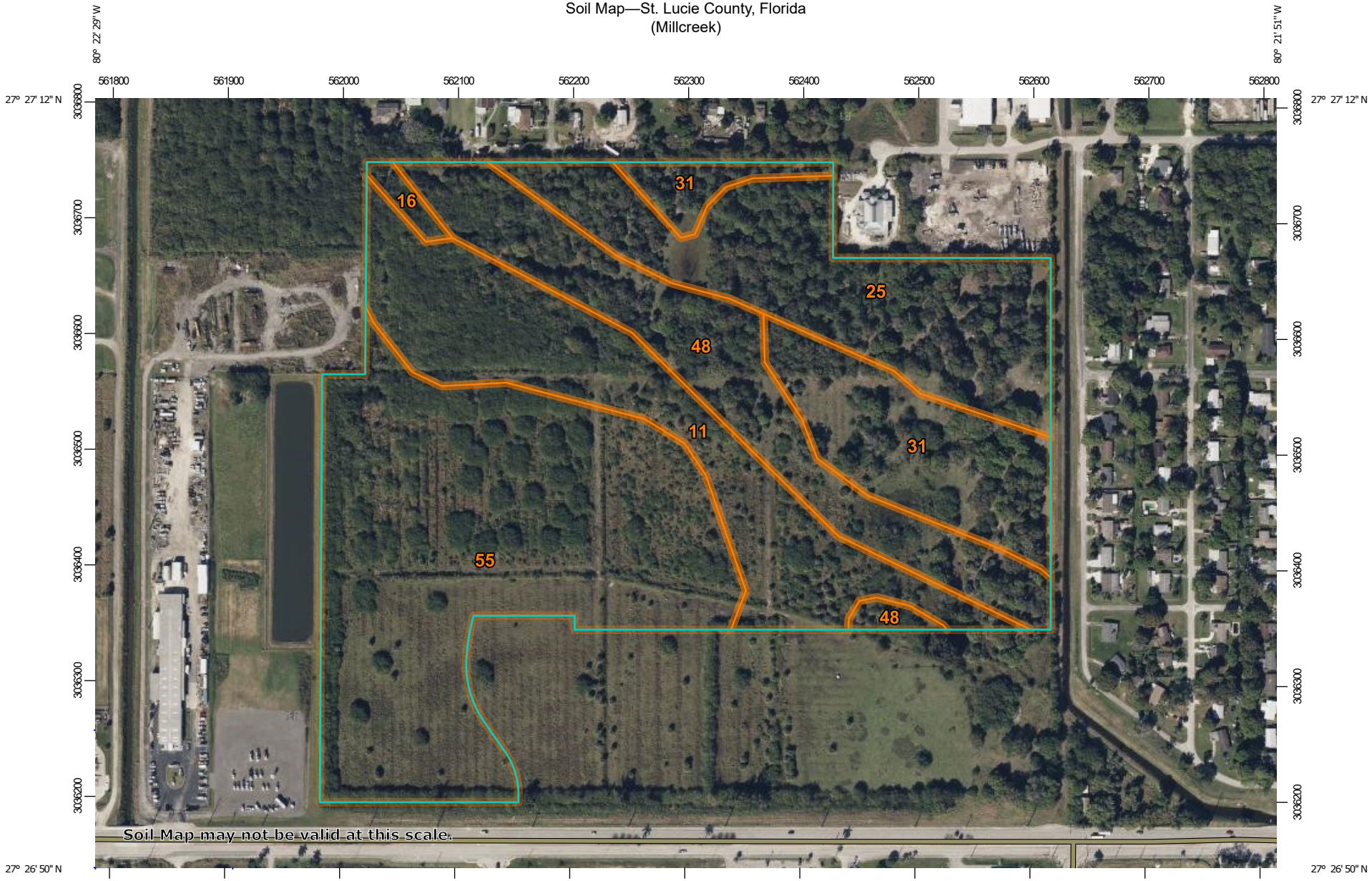
FIGURE

6

APPENDIX B

USDA Soils Report

Soil Map—St. Lucie County, Florida
(Millcreek)



Map Scale: 1:4,700 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 17, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Chobee loamy sand, frequently ponded, 0 to 1 percent slopes	11.4	18.1%
16	Hilolo loamy sand, 0 to 2 percent slopes	0.5	0.8%
25	Nettles and Oldsmar sands	11.0	17.5%
31	Pepper and EauGallie sands	7.7	12.1%
48	Wabasso sand, 0 to 2 percent slopes	9.7	15.4%
55	Winder loamy sand	22.8	36.1%
Totals for Area of Interest		**63.0**	**100.0%**

EXHIBIT 1

SFWMD Wetland Determination

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 18, 2022

** Delivered via email*

Larry Suchman *
Suchman Real Estate Grp
14411 S Dixie Hwy
Palmetto Bay, FL 33178

Subject: Millcreek
Application No. 220204-32957
Informal Wetland Determination No. 56-106938-P
St Lucie County

Dear Larry Suchman:

The District reviewed your request for an informal determination of the jurisdictional wetland and other surface water boundaries within the subject property, which is located as shown on the attached Exhibit 1. A joint site inspection was conducted on March 24, 2022.

Based on the information provided and the results of the site inspection, jurisdictional wetlands and other surface waters as defined in Chapter 62-340, Florida Administrative Code, exist on the property. Exhibit 2, attached, identifies the boundaries of the property inspected and the approximate landward limits of the wetlands and other surface waters.

This correspondence is an informal jurisdictional wetland determination pursuant to Section 373.421(6), Florida Statutes, and Section 7.3 of Environmental Resource Permit Applicant's Handbook Volume I. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal jurisdictional determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules.

Sincerely,

Laura Layman

Laura Layman
Section Leader

c: Anthony Adams, EDC, Inc *

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 220204-32957 .

Exhibit No. 1.0_Location Map

Exhibit No. 2.0_Wetland/OSW Boundary Map

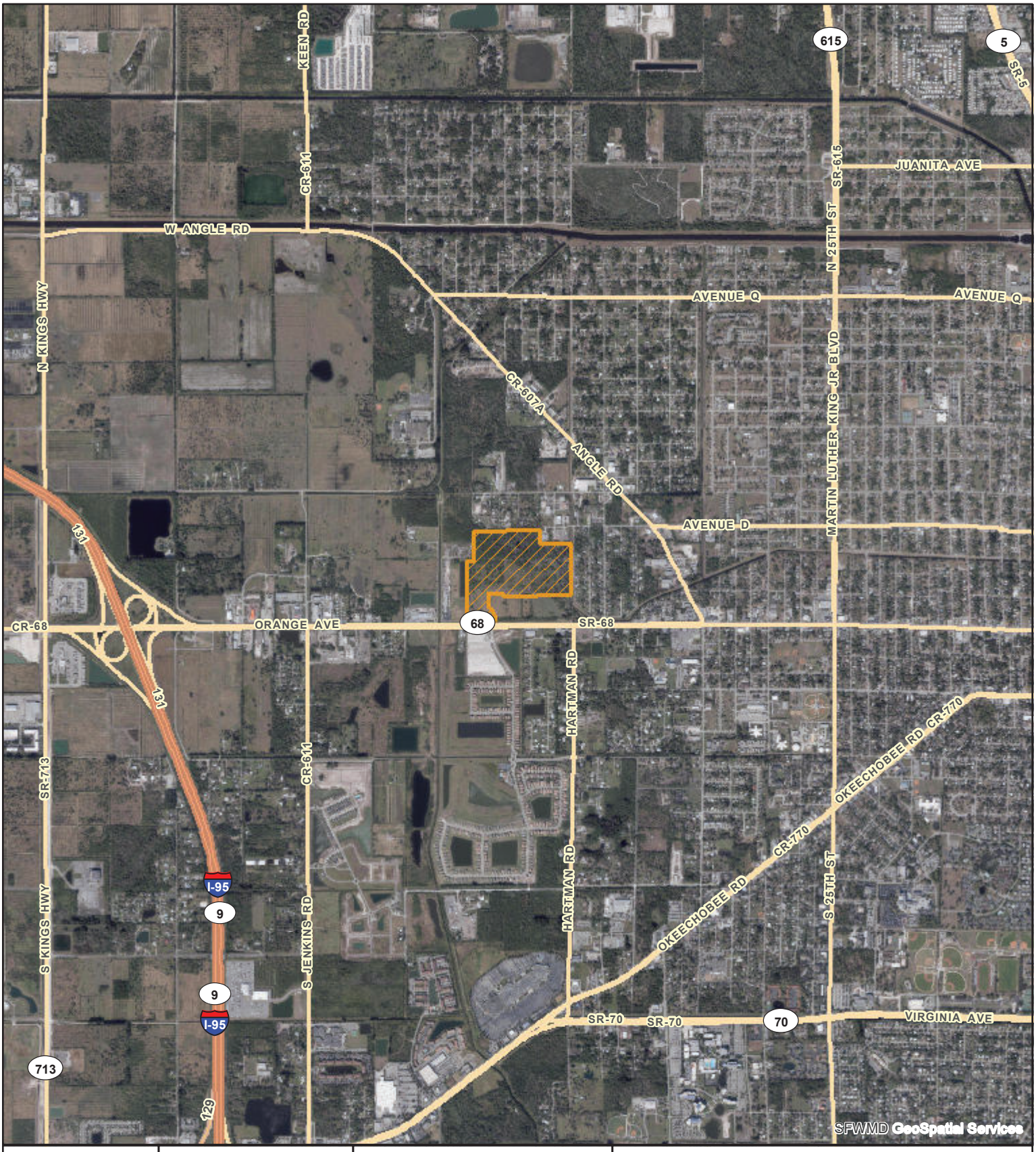


Exhibit No:1.0	Exhibit Created On: 2022-02-21	ST. LUCIE COUNTY, FL

REGULATION DIVISION

Project Name: Millcreek

Application

Application Number: 220204-32957

0 2,450 4,900 Feet

N

sfwmd.gov

Created by IT GIS Section

South Florida Water Management District

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ENVIRONMENTAL
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SUITE 201
PORT ST. LUCIE, FL 34987
• 772-462-2455
• www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8088

AAA — DESIGNED BY
AAA — DRAWN BY
21-539 Millcreek — CHECKED
RH JAMUK — LAYOUT
AS SHOWN — SCALE
MARCH-2022 — DATE

REVISION COMMENTS
NO. | DATE

21-539 Millcreek 62ac.

Jurisdictional Wetland Map

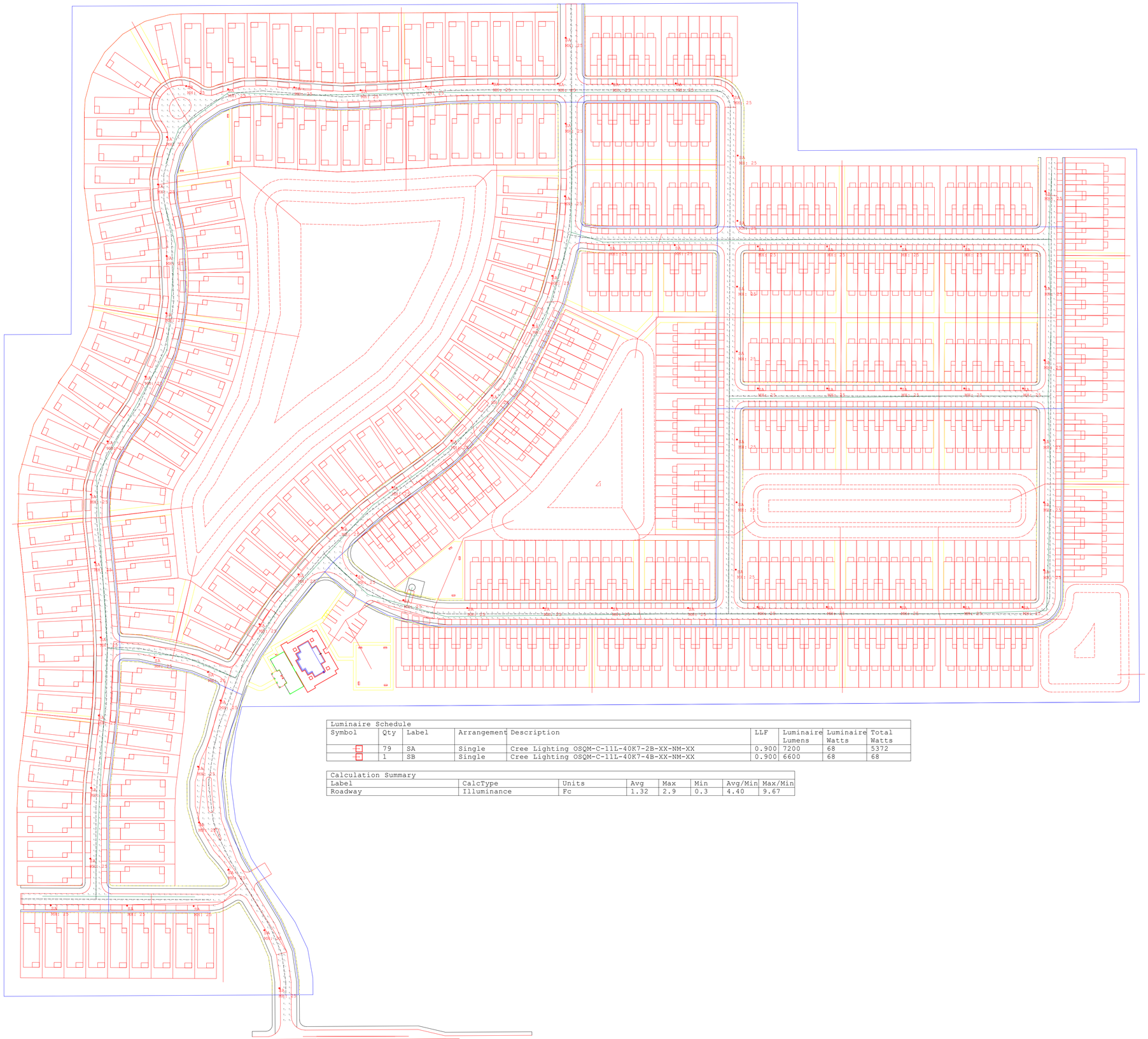
SAINT LUCIE COUNTY
FLORIDA

MONTH-YEAR

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

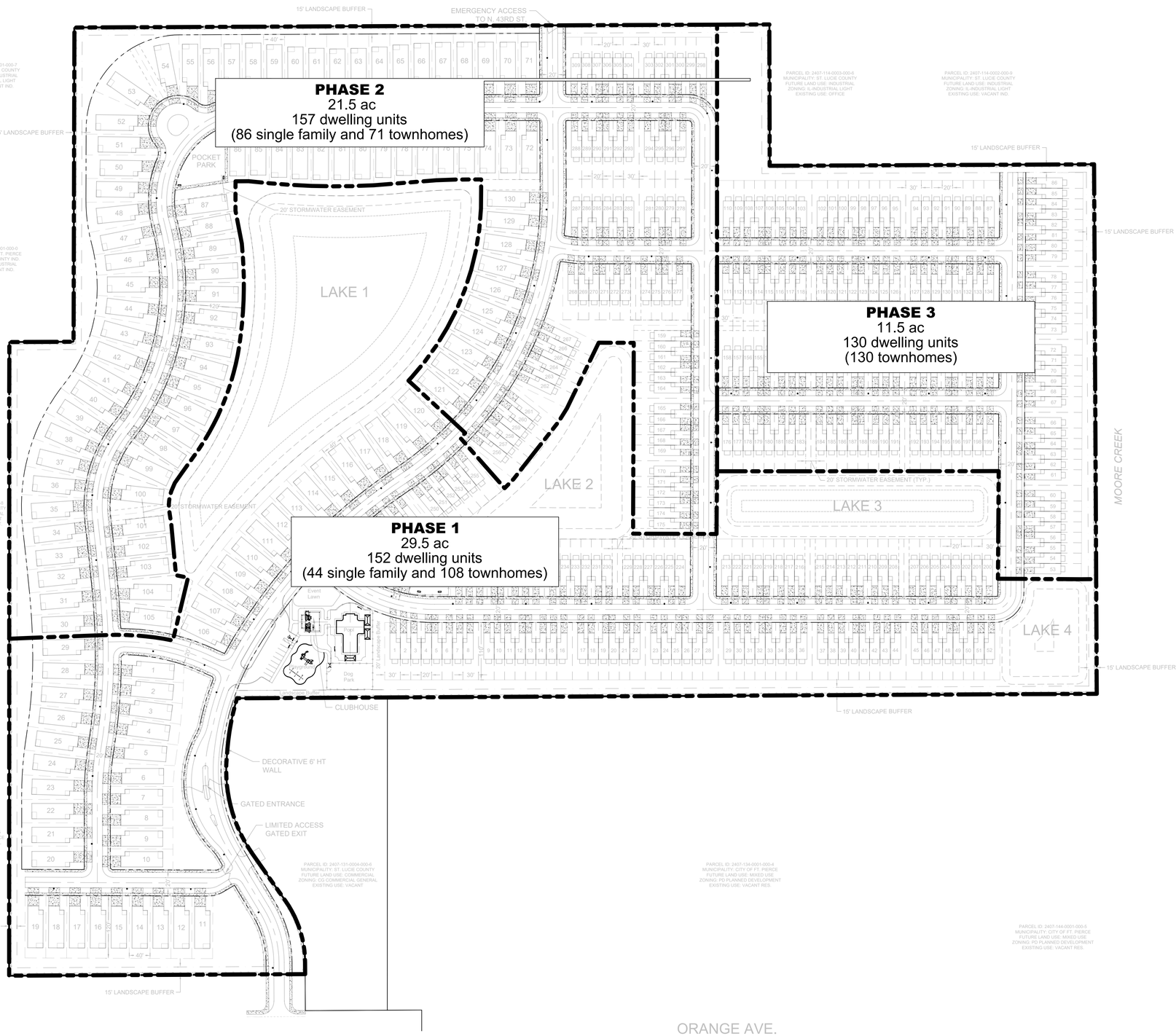
21-539

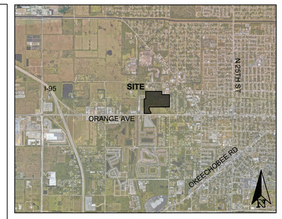
1 OF 1



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	79	SA	Single	Cree Lighting OSQM-C-11L-40K7-2B-XX-NM-XX	0.900	7200	68	5372
	1	SB	Single	Cree Lighting OSQM-C-11L-40K7-4B-XX-NM-XX	0.900	6600	68	68

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Roadway	Illuminance	Fc	1.32	2.9	0.3	4.40	9.67





LOCATION MAP
NTS

LEGEND

- OVERALL PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB AND GUTTER
- PROPOSED LOT LINES
- PROPOSED STORMWATER EASEMENT
- PROPOSED WALL
- LANDSCAPE BUFFER
- ROADWAY CENTERLINE
- PROPOSED CONCRETE SIDEWALK

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OWNER
FM MILLCREEK HOLDING LLC
1698 W HIBISCUS BLVD.,
UNIT STE. A
MELBOURNE, FL 32901-2639

PLANNER
REDTAIL DESIGN GROUP
TOD MOWERY, AICP
100 S. 2ND STREET, UNIT 209
FORT PIERCE, FLORIDA 34950
772.742.1555

ENGINEER
THOMAS ENGINEERING GROUP
BRANDON M. ULMER, PE
840 SE OSCEOLA ST.
STUART, FLORIDA 34994
772.888.3138

SURVEYOR
EDC, INC.
MICHAEL T. OWEN, PSM
10250 VILLAGE PKWY., UNIT 201
PORT ST. LUCIE, FLORIDA 34987
772.462.2455

LANDSCAPER
LANDSCAPE DESIGN ASSOCIATES
SABINE MARCKS, RLA
2511D NW 182ND AVE
HIGH SPRINGS, FL 32643
352.210.5765

GRAPHIC SCALE
0 100 200
1" = 100'

REDTAIL DG
p. 772.742.1555
todm@redtaildg.com

TM — DESIGNED BY
AH — DRAWN BY
RDTL_SIT-FS PHASING.DWG — FILENAME
SIT — LAYOUT
1" = 100' — SCALE
8/30/2024 — DATE

REVISION COMMENTS — DATE

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ORANGE AVE.
PHASING PLAN
CITY OF FT. PIERCE FLORIDA

1 OF 1

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L.B. CERTIFICATE OF AUTHORIZATION 8098

INITIALS DESIGNED BY
INITIALS DRAWN BY
21539 millcreek tree location map.dwg FILENAME
RH 24X36 LAYOUT
AS SHOWN SCALE
MONTH-YEAR DATE

DATE # REVISION COMMENTS

21-539 Millcreek 62ac.

Tree Location Map

SAINT LUCIE COUNTY FLORIDA

MONTH-YEAR

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-539

1 OF 1

Latitude	Longitude	Tree Number	Tree Name	DBH	Health Rating	Tree Condition	Notes
27.44929342	-80.36641678	1	Live Oak (Quercus virginiana)	17	10	Healthy	
27.4492549	-80.366505	2	Live Oak (Quercus virginiana)	15	10	Healthy	
27.44931247	-80.36646373	3	Live Oak (Quercus virginiana)	25.3	10	Healthy	
27.44938814	-80.366436	4	Live Oak (Quercus virginiana)	13.7	10	Healthy	
27.44940652	-80.36634911	5	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44940057	-80.36640611	6	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4494693	-80.36638398	7	Live Oak (Quercus virginiana)	20.2	10	Healthy	
27.44951504	-80.3664436	8	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44961214	-80.36648445	9	Laurel Oak (Quercus hemisphaerica)	17.7	10	Healthy	
27.44970056	-80.36648093	10	Laurel Oak (Quercus hemisphaerica)	15.6	10	Healthy	
27.44975063	-80.36645048	11	Laurel Oak (Quercus hemisphaerica)	24.3	10	Healthy	
27.44979082	-80.36644411	12	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.44979866	-80.36641092	13	Laurel Oak (Quercus hemisphaerica)	13.2	10	Healthy	
27.44980788	-80.36640108	14	Laurel Oak (Quercus hemisphaerica)	12	9	Fungi	
27.44981923	-80.36652698	15	Live Oak (Quercus virginiana)	24.4	10	Healthy	
27.44988137	-80.36650508	16	Live Oak (Quercus virginiana)	19.8	10	Healthy	
27.44989235	-80.36646989	17	Laurel Oak (Quercus hemisphaerica)	55.9	8	Insects	
27.44992362	-80.36646981	18	Laurel Oak (Quercus hemisphaerica)	12	10	Healthy	
27.44995446	-80.36655406	19	Laurel Oak (Quercus hemisphaerica)	17	10	Healthy	
27.4499619	-80.36653418	20	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.4499177	-80.36664694	21	Laurel Oak (Quercus hemisphaerica)	18.8	10	Healthy	
27.44986414	-80.36666731	22	Laurel Oak (Quercus hemisphaerica)	17.5	10	Healthy	
27.4498384	-80.36662198	23	Laurel Oak (Quercus hemisphaerica)	21.5	10	Healthy	
27.44980844	-80.36661707	24	Laurel Oak (Quercus hemisphaerica)	12.8	10	Healthy	
27.44974814	-80.36664741	25	Laurel Oak (Quercus hemisphaerica)	43	9	Healthy	Ants
27.44967916	-80.3666138	26	Live Oak (Quercus virginiana)	14.5	10	Healthy	
27.44953753	-80.3666177	27	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.44951227	-80.36653941	28	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44950327	-80.36656104	29	Live Oak (Quercus virginiana)	21.1	10	Healthy	
27.44947598	-80.3666129	30	Live Oak (Quercus virginiana)	19	10	Healthy	
27.44943002	-80.36654731	31	Live Oak (Quercus virginiana)	16	10	Healthy	
27.44944999	-80.36662926	32	Laurel Oak (Quercus hemisphaerica)	21	10	Healthy	
27.44944687	-80.36664453	33	Laurel Oak (Quercus hemisphaerica)	17.4	10	Healthy	
27.4494887	-80.36674247	34	Live Oak (Quercus virginiana)	23.3	10	Healthy	
27.4495203	-80.36681229	35	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.44950809	-80.36670843	36	Live Oak (Quercus virginiana)	22	10	Healthy	
27.44947505	-80.36686988	37	Laurel Oak (Quercus hemisphaerica)	32.8	10	Healthy	
27.44962936	-80.36672995	38	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44982062	-80.36700377	39	Laurel Oak (Quercus hemisphaerica)	51	10	Healthy	
27.44990965	-80.36696475	40	Laurel Oak (Quercus hemisphaerica)	13.5	10	Healthy	
27.45004037	-80.36660624	41	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45009249	-80.36655359	42	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.4500585	-80.36658843	43	Laurel Oak (Quercus hemisphaerica)	34.6	10	Healthy	
27.45011722	-80.36669031	44	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45010633	-80.36673242	45	Laurel Oak (Quercus hemisphaerica)	20.7	10	Healthy	
27.45010506	-80.36675615	46	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.45015461	-80.36680873	47	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45016596	-80.36669263	48	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45010512	-80.36647316	49	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45015093	-80.36641885	50	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45019456	-80.36651979	51	Laurel Oak (Quercus hemisphaerica)	23	10	Healthy	
27.45026442	-80.36648649	52	Live Oak (Quercus virginiana)	17	10	Healthy	
27.45018722	-80.36659582	53	Laurel Oak (Quercus hemisphaerica)	17	10	Healthy	
27.45016807	-80.36662736	54	Laurel Oak (Quercus hemisphaerica)	25.7	10	Healthy	
27.45020156	-80.36672464	55	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45018961	-80.36675365	56	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45014826	-80.36672596	57	Laurel Oak (Quercus hemisphaerica)	32	10	Healthy	
27.450167	-80.36674038	58	Laurel Oak (Quercus hemisphaerica)	20.3	10	Healthy	
27.45020127	-80.3668936	59	Laurel Oak (Quercus hemisphaerica)	16.4	10	Healthy	
27.45016254	-80.36698379	60	Laurel Oak (Quercus hemisphaerica)	36.5	10	Healthy	
27.45019539	-80.36695259	61	Laurel Oak (Quercus hemisphaerica)	22.4	10	Healthy	
27.45026751	-80.36696031	62	Laurel Oak (Quercus hemisphaerica)	23.5	10	Healthy	
27.45031019	-80.36690628	63	Laurel Oak (Quercus hemisphaerica)	23.9	10	Healthy	
27.45034951	-80.36669722	64	Laurel Oak (Quercus hemisphaerica)	14.7	10	Healthy	
27.45036783	-80.36666142	65	Laurel Oak (Quercus hemisphaerica)	27.5	10	Healthy	
27.4503793	-80.3666659	66	Laurel Oak (Quercus hemisphaerica)	26.9	10	Healthy	
27.45029532	-80.36653524	67	Laurel Oak (Quercus hemisphaerica)	13.5	10	Healthy	
27.45029553	-80.36651708	68	Live Oak (Quercus virginiana)	16	10	Healthy	
27.45040224	-80.36651501	69	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	Lean (almost parallel to ground)
27.45035677	-80.3665718	70	Laurel Oak (Quercus hemisphaerica)	17.3	10	Healthy	
27.45039806	-80.36657937	71	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45046186	-80.36646288	72	Laurel Oak (Quercus hemisphaerica)	20.7	10	Healthy	
27.45048655	-80.36647148	73	Laurel Oak (Quercus hemisphaerica)	29.6	10	Healthy	
27.45050109	-80.36650073	74	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45051835	-80.36655656	76	Laurel Oak (Quercus hemisphaerica)	18.2	10	Healthy	
27.45052612	-80.36658011	75	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45051332	-80.36658984	77	Laurel Oak (Quercus hemisphaerica)	29.3	10	Healthy	
27.45042429	-80.3666907	78	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45042265	-80.36681549	79	Laurel Oak (Quercus hemisphaerica)	20.1	10	Healthy	
27.45041544	-80.36683291	80	Laurel Oak (Quercus hemisphaerica)	14	9	Healthy,Insects,Fungi	
27.45042444	-80.366865	81	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

27.45042349	-80.36700534	82	Laurel Oak (Quercus hemisphaerica)	35.5	10	Healthy	Bees
27.45050682	-80.36701123	83	Laurel Oak (Quercus hemisphaerica)	29.5	10	Healthy	
27.45051862	-80.36689082	84	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4505476	-80.36687165	85	Laurel Oak (Quercus hemisphaerica)	15.1	10	Healthy	
27.45051716	-80.36683078	86	Laurel Oak (Quercus hemisphaerica)	26.6	10	Healthy	
27.45054854	-80.36683059	87	Laurel Oak (Quercus hemisphaerica)	19.8	10	Healthy	
27.45059179	-80.36688864	88	Laurel Oak (Quercus hemisphaerica)	21.2	10	Healthy	
27.4505646	-80.3667424	89	Laurel Oak (Quercus hemisphaerica)	25.1	10	Healthy	
27.4506496	-80.36662703	90	Laurel Oak (Quercus hemisphaerica)	29.5	10	Healthy	
27.45068697	-80.36666358	91	Laurel Oak (Quercus hemisphaerica)	18	10	Healthy	
27.45064675	-80.36668258	92	Laurel Oak (Quercus hemisphaerica)	21.6	10	Healthy	
27.4507165	-80.36671209	93	Laurel Oak (Quercus hemisphaerica)	15.7	10	Healthy	
27.45062907	-80.366733	94	Laurel Oak (Quercus hemisphaerica)	26.8	10	Healthy	
27.45058663	-80.36706936	95	Laurel Oak (Quercus hemisphaerica)	20.5	10	Healthy	
27.45064116	-80.36708312	96	Laurel Oak (Quercus hemisphaerica)	51.6	10	Healthy	
27.45052819	-80.36711187	97	Live Oak (Quercus virginiana)	32.5	10	Healthy	
27.45050261	-80.36715176	98	Live Oak (Quercus virginiana)	13.5	10	Healthy	
27.4505315	-80.36732145	99	Live Oak (Quercus virginiana)	51.6	10	Healthy	
27.45050046	-80.36742476	100	Live Oak (Quercus virginiana)	32	10	Healthy	
27.45071505	-80.36710918	101	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.45072831	-80.36707496	102	Laurel Oak (Quercus hemisphaerica)	23.3	10	Healthy	
27.45073587	-80.36700055	103	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45079585	-80.36695359	104	Laurel Oak (Quercus hemisphaerica)	23.6	10	Healthy	
27.45086381	-80.36677632	105	Laurel Oak (Quercus hemisphaerica)	29	10	Healthy	
27.45087885	-80.3666613	106	Laurel Oak (Quercus hemisphaerica)	35.9	10	Healthy	
27.45088398	-80.36656986	107	Laurel Oak (Quercus hemisphaerica)	28.7	10	Healthy	
27.45083157	-80.36656951	109	Live Oak (Quercus virginiana)	18.4	10	Healthy	
27.45084984	-80.36658277	108	Live Oak (Quercus virginiana)	20.5	10	Healthy	
27.45115456	-80.36690241	110	Live Oak (Quercus virginiana)	56.2	10	Healthy	
27.4512723	-80.36682111	111	Live Oak (Quercus virginiana)	20	10	Healthy	
27.45127261	-80.36681414	112	Live Oak (Quercus virginiana)	26.2	10	Healthy	
27.45080499	-80.36706942	113	Laurel Oak (Quercus hemisphaerica)	34.7	6	Fungi	Kanker
27.45082156	-80.36708582	114	Laurel Oak (Quercus hemisphaerica)	37.7	10	Healthy	
27.45082138	-80.36714114	115	Laurel Oak (Quercus hemisphaerica)	15.8	10	Healthy	
27.45082045	-80.36713382	116	Laurel Oak (Quercus hemisphaerica)	18.8	10	Healthy	
27.45080076	-80.36712227	117	Laurel Oak (Quercus hemisphaerica)	14.7	10	Healthy	
27.4507345	-80.36714297	118	Laurel Oak (Quercus hemisphaerica)	26.2	10	Healthy	
27.45090444	-80.36711636	119	Laurel Oak (Quercus hemisphaerica)	22.4	10	Healthy	
27.45095188	-80.3671065	120	Laurel Oak (Quercus hemisphaerica)	33.3	10	Healthy	
27.45100699	-80.36720434	121	Laurel Oak (Quercus hemisphaerica)	79.7	10	Healthy	
27.45103469	-80.36723068	122	Laurel Oak (Quercus hemisphaerica)	90.2	10	Healthy	
27.45121876	-80.36722384	123	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45121459	-80.36714774	124	Live Oak (Quercus virginiana)	50.5	10	Healthy	
27.45134509	-80.36694541	125	Laurel Oak (Quercus hemisphaerica)	36.8	10	Healthy	
27.45145055	-80.36678844	126	Live Oak (Quercus virginiana)	23	10	Healthy	
27.45142934	-80.36676727	127	Live Oak (Quercus virginiana)	30	10	Healthy	
27.45136293	-80.36671457	128	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.4514388	-80.3666958	129	Live Oak (Quercus virginiana)	33.6	10	Healthy	
27.45141463	-80.36659425	130	Laurel Oak (Quercus hemisphaerica)	50	10	Healthy	
27.45112295	-80.36636118	131	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45128543	-80.36640939	132	Live Oak (Quercus virginiana)	25.2	10	Healthy	
27.45136547	-80.36641626	133	Laurel Oak (Quercus hemisphaerica)	30.8	10	Healthy	
27.45139451	-80.36635144	134	Laurel Oak (Quercus hemisphaerica)	45	7		Rot
27.45151125	-80.36645915	135	Slash Pine (Pinus elliottii var. densa)	17.8	10	Healthy	
27.45152191	-80.36644939	136	Live Oak (Quercus virginiana)	15.9	10	Healthy	
27.45152633	-80.36647769	137	Live Oak (Quercus virginiana)	12.9	10	Healthy	
27.45154482	-80.36645161	138	Slash Pine (Pinus elliottii var. densa)	16.7	10	Healthy	
27.45156032	-80.36642488	139	Live Oak (Quercus virginiana)	13.6	10	Healthy	
27.45159788	-80.36650161	140	Slash Pine (Pinus elliottii var. densa)	12.6	10	Healthy	
27.45160733	-80.3664688	141	Slash Pine (Pinus elliottii var. densa)	19.7	10	Healthy	
27.45166118	-80.36631424	142	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.45177311	-80.36643774	143	Laurel Oak (Quercus hemisphaerica)	23	10	Healthy	
27.45171622	-80.36630083	144	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45177701	-80.36644348	145	Laurel Oak (Quercus hemisphaerica)	20.4	10	Healthy	
27.45188343	-80.3663139	146	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45204885	-80.36634207	147	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45208158	-80.36635716	148	Laurel Oak (Quercus hemisphaerica)	28.8	10	Healthy	
27.45208535	-80.36646615	149	Laurel Oak (Quercus hemisphaerica)	20	10	Healthy	
27.45207414	-80.36659688	151	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45206343	-80.36660291	150	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45209335	-80.36662319	152	Laurel Oak (Quercus hemisphaerica)	17.8	10	Healthy	
27.45201414	-80.36664237	153	Live Oak (Quercus virginiana)	22	10	Healthy	
27.451978	-80.36663693	154	Live Oak (Quercus virginiana)	32.5	10	Healthy	
27.45196955	-80.36667916	155	Live Oak (Quercus virginiana)	14.5	10	Healthy	
27.45197334	-80.36670149	156	Laurel Oak (Quercus hemisphaerica)	25.5	10	Healthy	
27.45201213	-80.36670687	157	Laurel Oak (Quercus hemisphaerica)	12.3	10	Healthy	
27.45200741	-80.36675082	158	Laurel Oak (Quercus hemisphaerica)	24.5	10	Healthy	
27.45203411	-80.36685916	159	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.45200945	-80.3668459	160	Laurel Oak (Quercus hemisphaerica)	14.2	10	Healthy	
27.45200295	-80.36682478	161	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45207473	-80.36690097	162	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45210587	-80.3669802	163	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

27.45208	-80.3669296	164	Laurel Oak (Quercus hemisphaerica)	12.8	10	Healthy	
27.45195874	-80.36700846	165	Laurel Oak (Quercus hemisphaerica)	17.4	10	Healthy	
27.4517958	-80.36670081	166	Live Oak (Quercus virginiana)	34.3	10	Healthy	
27.45176075	-80.36666312	167	Live Oak (Quercus virginiana)	14	10	Healthy	
27.45177348	-80.36666597	168	Live Oak (Quercus virginiana)	12.3	10	Healthy	
27.45163938	-80.36665225	169	Live Oak (Quercus virginiana)	38.6	10	Healthy	
27.45160401	-80.36688423	170	Laurel Oak (Quercus hemisphaerica)	34	10	Healthy	
27.45167355	-80.36689532	171	Laurel Oak (Quercus hemisphaerica)	84	10	Healthy	
27.45172931	-80.36696367	172	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45172842	-80.36699284	173	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45172276	-80.36701664	174	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45172485	-80.36704581	175	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45170134	-80.36709946	176	Laurel Oak (Quercus hemisphaerica)	16.3	10	Healthy	
27.45176442	-80.36718898	177	Laurel Oak (Quercus hemisphaerica)	19.8	10	Healthy	
27.45181139	-80.36723633	178	Laurel Oak (Quercus hemisphaerica)	19.9	10	Healthy	
27.45203402	-80.36704878	179	Laurel Oak (Quercus hemisphaerica)	41.2	10	Healthy	
27.45207456	-80.36707954	180	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45198974	-80.36715857	181	Live Oak (Quercus virginiana)	14.6	10	Healthy	
27.45208267	-80.36722165	182	Laurel Oak (Quercus hemisphaerica)	13.9	10	Healthy	
27.45203415	-80.36720467	183	Laurel Oak (Quercus hemisphaerica)	21.2	10	Healthy	
27.45195921	-80.36719747	184	Laurel Oak (Quercus hemisphaerica)	21.8	10	Healthy	
27.45195514	-80.36726182	185	Laurel Oak (Quercus hemisphaerica)	13.7	10	Healthy	
27.45199319	-80.367329	186	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45186798	-80.36726186	187	Laurel Oak (Quercus hemisphaerica)	30.5	10	Healthy	
27.45163606	-80.36727823	188	Laurel Oak (Quercus hemisphaerica)	21.7	10	Healthy	
27.45157422	-80.36722014	189	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4515779	-80.36699184	190	Live Oak (Quercus virginiana)	23.7	10	Healthy	
27.45157851	-80.36703326	191	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4512847	-80.36721017	192	Live Oak (Quercus virginiana)	15.6	10	Healthy	
27.45130273	-80.36714004	193	Live Oak (Quercus virginiana)	19.4	10	Healthy	
27.45090008	-80.36788852	194	Laurel Oak (Quercus hemisphaerica)	16.4	10	Healthy	
27.45089885	-80.36785945	195	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.45089561	-80.36785046	196	Laurel Oak (Quercus hemisphaerica)	33.5	10	Healthy	
27.45090292	-80.3678902	197	Laurel Oak (Quercus hemisphaerica)	48.6	10	Healthy	
27.45049317	-80.36815253	198	Laurel Oak (Quercus hemisphaerica)	38.2	10	Healthy	
27.450481	-80.3682234	199	Laurel Oak (Quercus hemisphaerica)	26.2	10	Healthy	
27.45043476	-80.36811427	200	Laurel Oak (Quercus hemisphaerica)	25.1	10	Healthy	
27.45056559	-80.36838627	201	Live Oak (Quercus virginiana)	20.6	10	Healthy	
27.45059231	-80.36844725	202	Laurel Oak (Quercus hemisphaerica)	19.3	10	Healthy	
27.45055116	-80.36849231	203	Live Oak (Quercus virginiana)	24.4	10	Healthy	
27.45064861	-80.36853041	204	Laurel Oak (Quercus hemisphaerica)	28.8	10	Healthy	
27.45064771	-80.3684548	205	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.45063866	-80.36844174	206	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.44929418	-80.36714076	207	Laurel Oak (Quercus hemisphaerica)	17.9	10	Healthy	
27.44925954	-80.3671997	208	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44946357	-80.36717213	209	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44946043	-80.36723457	210	Live Oak (Quercus virginiana)	20.2	10	Healthy	
27.44948797	-80.36722663	211	Live Oak (Quercus virginiana)	21	10	Healthy	
27.4496157	-80.36728809	212	Laurel Oak (Quercus hemisphaerica)	55.1	10	Healthy	
27.44975477	-80.36724484	213	Live Oak (Quercus virginiana)	21.5	10	Healthy	
27.4498061	-80.36732674	214	Laurel Oak (Quercus hemisphaerica)	22.3	10	Healthy	
27.45000371	-80.36720311	215	Laurel Oak (Quercus hemisphaerica)	14.6	10	Healthy	
27.45071096	-80.36766019	216	Live Oak (Quercus virginiana)	30.5	10	Healthy	
27.45063453	-80.36778813	217	Live Oak (Quercus virginiana)	14.3	10	Healthy	
27.45063709	-80.36781359	218	Live Oak (Quercus virginiana)	23.9	10	Healthy	
27.45069428	-80.36781322	219	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4507346	-80.36781507	220	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45084834	-80.36783572	221	Laurel Oak (Quercus hemisphaerica)	35.2	10	Healthy	
27.45063463	-80.36796831	222	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45065408	-80.36793767	223	Laurel Oak (Quercus hemisphaerica)	49	10	Healthy	
27.45085072	-80.36854818	224	Laurel Oak (Quercus hemisphaerica)	22.2	10	Healthy	
27.4511301	-80.36873326	225	Laurel Oak (Quercus hemisphaerica)	19.9	10	Healthy	
27.45107357	-80.36858439	226	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45105512	-80.3685626	227	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4508769	-80.36873996	228	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45091647	-80.36871515	229	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45083738	-80.36883879	230	Laurel Oak (Quercus hemisphaerica)	17.9	10	Healthy	
27.45085761	-80.36885344	231	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45080912	-80.3689161	232	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45078111	-80.36895482	233	Laurel Oak (Quercus hemisphaerica)	14.8	10	Healthy	
27.45068725	-80.3689992	234	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45084156	-80.36901253	235	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4508434	-80.36907805	236	Laurel Oak (Quercus hemisphaerica)	33	10	Healthy	
27.45103781	-80.36911336	237	Laurel Oak (Quercus hemisphaerica)	33	10	Healthy	
27.45098852	-80.36915717	238	Live Oak (Quercus virginiana)	17.2	10	Healthy	
27.45099125	-80.36923259	239	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4508081	-80.36933144	240	Laurel Oak (Quercus hemisphaerica)	23.2	10	Healthy	
27.45078847	-80.36934945	241	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45074387	-80.36946459	242	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45080078	-80.36950088	243	Laurel Oak (Quercus hemisphaerica)	12	10	Healthy	
27.45082896	-80.3695806	244	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.45076682	-80.3698162	245	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

27.45090365	-80.36996719	246	Laurel Oak (Quercus hemisphaerica)	15.5	10	Healthy	
27.45093799	-80.36994746	247	Laurel Oak (Quercus hemisphaerica)	13.4	10	Healthy	
27.45095634	-80.36998283	248	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45101349	-80.36981672	249	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45102655	-80.36963736	250	Laurel Oak (Quercus hemisphaerica)	12.4	10	Healthy	
27.45107976	-80.36963873	251	Slash Pine (Pinus elliottii var. densa)	21.8	10	Healthy	
27.45111205	-80.36980678	252	Laurel Oak (Quercus hemisphaerica)	15.9	10	Healthy	
27.45006311	-80.36988305	253	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45117492	-80.367478	254	Laurel Oak (Quercus hemisphaerica)	31	10	Healthy	
27.45139979	-80.36743725	255	Laurel Oak (Quercus hemisphaerica)	33.5	10	Healthy	
27.4514243	-80.36725034	256	Live Oak (Quercus virginiana)	45	10	Healthy	
27.45150161	-80.36731968	257	Live Oak (Quercus virginiana)	15	10	Healthy	
27.45152387	-80.36732866	258	Live Oak (Quercus virginiana)	14.4	10	Healthy	
27.45160235	-80.36729336	259	Laurel Oak (Quercus hemisphaerica)	47.6	10	Healthy	
27.45175853	-80.36732858	260	Live Oak (Quercus virginiana)	43.9	10	Healthy	
27.4518085	-80.36734773	261	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.45179856	-80.36731372	262	Slash Pine (Pinus elliottii var. densa)	12	10	Healthy	
27.45185423	-80.3673905	263	Laurel Oak (Quercus hemisphaerica)	18.9	10	Healthy	
27.45186031	-80.36743852	264	Laurel Oak (Quercus hemisphaerica)	14.3	10	Healthy	
27.45186944	-80.36749776	265	Laurel Oak (Quercus hemisphaerica)	58	10	Healthy	
27.45166354	-80.3674246	266	Live Oak (Quercus virginiana)	19.8	10	Healthy	
27.45155803	-80.3675877	267	Live Oak (Quercus virginiana)	47.3	10	Healthy	
27.45165166	-80.36758728	268	Laurel Oak (Quercus hemisphaerica)	32.8	10	Healthy	
27.45160683	-80.3676535	269	Live Oak (Quercus virginiana)	22.4	10	Healthy	
27.45154038	-80.36765903	270	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45143961	-80.36778774	271	Laurel Oak (Quercus hemisphaerica)	20.3	10	Healthy	
27.45130046	-80.36757064	272	Laurel Oak (Quercus hemisphaerica)	27.8	10	Healthy	
27.45123475	-80.3676303	273	Laurel Oak (Quercus hemisphaerica)	55	10	Healthy	
27.45124814	-80.36778649	274	Laurel Oak (Quercus hemisphaerica)	43.6	10	Healthy	
27.45119973	-80.36781313	275	Laurel Oak (Quercus hemisphaerica)	30	10	Healthy	
27.45118304	-80.36786427	276	Laurel Oak (Quercus hemisphaerica)	24.3	10	Healthy	
27.45124745	-80.36792207	277	Live Oak (Quercus virginiana)	45.5	10	Healthy	
27.45137347	-80.36795642	278	Slash Pine (Pinus elliottii var. densa)	14.6	10	Healthy	
27.4513849	-80.36789193	279	Laurel Oak (Quercus hemisphaerica)	61.1	10	Healthy	
27.45153252	-80.36780194	280	Slash Pine (Pinus elliottii var. densa)	12.8	10	Healthy	
27.45154043	-80.36787801	281	Slash Pine (Pinus elliottii var. densa)	16.2	10	Healthy	
27.45174041	-80.36775451	282	Laurel Oak (Quercus hemisphaerica)	28	10	Healthy	
27.45180937	-80.36762832	283	Laurel Oak (Quercus hemisphaerica)	26.9	10	Healthy	
27.4518408	-80.36764425	284	Laurel Oak (Quercus hemisphaerica)	15.8	10	Healthy	
27.45189775	-80.36769057	285	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45184427	-80.36767194	286	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45183497	-80.3677446	287	Laurel Oak (Quercus hemisphaerica)	38.7	10	Healthy	
27.45189934	-80.36775935	288	Laurel Oak (Quercus hemisphaerica)	13.6	10	Healthy	
27.4519458	-80.36770941	289	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45200273	-80.36769154	290	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45201575	-80.36767777	291	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45207057	-80.36757253	292	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45203546	-80.36759768	293	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45200987	-80.36757119	294	Slash Pine (Pinus elliottii var. densa)	13.4	10	Healthy	
27.45207515	-80.36769012	295	Laurel Oak (Quercus hemisphaerica)	42.8	10	Healthy	
27.45207806	-80.36772661	296	Laurel Oak (Quercus hemisphaerica)	24.8	10	Healthy	
27.4521009	-80.36768502	297	Laurel Oak (Quercus hemisphaerica)	23.2	10	Healthy	
27.45207349	-80.3677256	298	Laurel Oak (Quercus hemisphaerica)	13.9	10	Healthy	
27.45209113	-80.36777764	299	Live Oak (Quercus virginiana)	18.8	10	Healthy	
27.45203695	-80.36777638	300	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45201166	-80.36775459	301	Laurel Oak (Quercus hemisphaerica)	12.8	10	Healthy	
27.45200987	-80.36778711	302	Laurel Oak (Quercus hemisphaerica)	12.1	10	Healthy	
27.45198935	-80.36779515	303	Laurel Oak (Quercus hemisphaerica)	15.2	10	Healthy	
27.45198259	-80.36778295	304	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.45192419	-80.36783417	305	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45192082	-80.36783679	306	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45192322	-80.36784338	307	Slash Pine (Pinus elliottii var. densa)	13	10	Healthy	
27.45197835	-80.36794072	308	Slash Pine (Pinus elliottii var. densa)	15	10	Healthy	
27.45196673	-80.36798995	309	Laurel Oak (Quercus hemisphaerica)	33.4	10	Healthy	
27.45196017	-80.36794905	310	Slash Pine (Pinus elliottii var. densa)	12.4	10	Healthy	
27.45186338	-80.36796034	311	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45177543	-80.36796112	312	Laurel Oak (Quercus hemisphaerica)	14.9	10	Healthy	
27.45156487	-80.36796187	313	Laurel Oak (Quercus hemisphaerica)	18.4	10	Healthy	
27.45111264	-80.36832015	314	Live Oak (Quercus virginiana)	28.5	10	Healthy	
27.45113477	-80.36839013	315	Laurel Oak (Quercus hemisphaerica)	19.4	10	Healthy	
27.45116342	-80.36820889	316	Live Oak (Quercus virginiana)	24.9	10	Healthy	
27.45123416	-80.36822199	317	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.45129909	-80.36813043	318	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45132612	-80.36831378	319	Live Oak (Quercus virginiana)	52.7	10	Healthy	
27.45137188	-80.36829708	320	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45150555	-80.36806143	321	Live Oak (Quercus virginiana)	15.7	10	Healthy	
27.45151149	-80.3681868	322	Slash Pine (Pinus elliottii var. densa)	19.4	10	Healthy	
27.45160524	-80.36819483	323	Slash Pine (Pinus elliottii var. densa)	13.6	10	Healthy	
27.45157222	-80.36815524	324	Laurel Oak (Quercus hemisphaerica)	19.6	10	Healthy	
27.45165433	-80.36798257	325	Slash Pine (Pinus elliottii var. densa)	18	10	Healthy	
27.45168954	-80.36801486	326	Slash Pine (Pinus elliottii var. densa)	14.5	10	Healthy	
27.45171615	-80.36800456	327	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	

27.45173248	-80.36812338	328	Slash Pine (Pinus elliottii var. densa)	16.4	10	Healthy	
27.45181464	-80.36821778	329	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45186967	-80.36822971	330	Slash Pine (Pinus elliottii var. densa)	17.5	10	Healthy	
27.45193569	-80.36815676	331	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45191968	-80.36821144	332	Laurel Oak (Quercus hemisphaerica)	18.2	10	Healthy	
27.45197774	-80.36823906	333	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.45199541	-80.36818956	334	Laurel Oak (Quercus hemisphaerica)	16.1	10	Healthy	
27.45201476	-80.36818381	335	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.4520642	-80.36816047	336	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45206462	-80.36822364	337	Laurel Oak (Quercus hemisphaerica)	39.5	10	Healthy	
27.45210186	-80.36821402	338	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.45196636	-80.36830249	339	Slash Pine (Pinus elliottii var. densa)	18.8	10	Healthy	
27.45200438	-80.36839971	340	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45196862	-80.36842208	341	Slash Pine (Pinus elliottii var. densa)	13	10	Healthy	
27.45184011	-80.36838221	342	Slash Pine (Pinus elliottii var. densa)	19.7	10	Healthy	
27.45180412	-80.36835993	343	Slash Pine (Pinus elliottii var. densa)	15.5	10	Healthy	
27.45180491	-80.3683603	344	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45180259	-80.36842267	345	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4518263	-80.3684305	346	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45182362	-80.36841441	347	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.45187063	-80.36839463	348	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45189563	-80.36837619	349	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45187406	-80.36850977	350	Slash Pine (Pinus elliottii var. densa)	17.2	10	Healthy	
27.45194803	-80.36853609	351	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45196287	-80.36853578	352	Slash Pine (Pinus elliottii var. densa)	15.7	10	Healthy	
27.45205815	-80.36861275	353	Slash Pine (Pinus elliottii var. densa)	19.2	10	Healthy	
27.4520319	-80.36848816	354	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.45206275	-80.36851783	355	Slash Pine (Pinus elliottii var. densa)	14.1	10	Healthy	
27.45211802	-80.36858471	356	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	
27.45210785	-80.36851579	357	Laurel Oak (Quercus hemisphaerica)	18.6	10	Healthy	
27.45212031	-80.36847777	358	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45222968	-80.36852221	359	Live Oak (Quercus virginiana)	15.4	10	Healthy	
27.45221609	-80.36846813	360	Live Oak (Quercus virginiana)	22.8	10	Healthy	
27.45227824	-80.3684999	361	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45229252	-80.36854483	362	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45231547	-80.3686141	363	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45233936	-80.36859494	364	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	
27.45233209	-80.36855657	365	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45231229	-80.36860081	366	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45228094	-80.36862694	367	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222647	-80.36859848	368	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45217554	-80.36850511	369	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45215801	-80.36855347	370	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45149267	-80.3684088	371	Slash Pine (Pinus elliottii var. densa)	18.5	10	Healthy	
27.45151837	-80.36838978	372	Slash Pine (Pinus elliottii var. densa)	14.4	10	Healthy	
27.45153776	-80.36840887	373	Slash Pine (Pinus elliottii var. densa)	19.2	10	Healthy	
27.45164989	-80.36836983	374	Laurel Oak (Quercus hemisphaerica)	20.2	10	Healthy	
27.45168944	-80.36845174	375	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45168175	-80.36834439	376	Slash Pine (Pinus elliottii var. densa)	16.4	10	Healthy	
27.45163559	-80.36826602	377	Slash Pine (Pinus elliottii var. densa)	14.6	10	Healthy	
27.45171366	-80.36848396	378	Laurel Oak (Quercus hemisphaerica)	20.1	10	Healthy	
27.4516969	-80.36847097	379	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45171822	-80.36851054	380	Slash Pine (Pinus elliottii var. densa)	17.4	10	Healthy	
27.45166106	-80.36851949	381	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45162454	-80.36851414	382	Slash Pine (Pinus elliottii var. densa)	18	10	Healthy	
27.4515017	-80.36848146	383	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45141954	-80.36845917	384	Laurel Oak (Quercus hemisphaerica)	57.1	10	Healthy	
27.45141683	-80.36848436	385	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45137383	-80.36852228	386	Live Oak (Quercus virginiana)	19.8	10	Healthy	
27.45139634	-80.3684627	387	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	Heavy lean
27.45134528	-80.36841521	388	Laurel Oak (Quercus hemisphaerica)	41.1	10	Healthy	
27.45131159	-80.3685331	390	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45131962	-80.36854282	389	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45128939	-80.36859941	391	Live Oak (Quercus virginiana)	23.9	4		Cat face
27.45142653	-80.36861715	392	Slash Pine (Pinus elliottii var. densa)	18.4	10	Healthy	
27.45156526	-80.36854033	393	Slash Pine (Pinus elliottii var. densa)	20.4	10	Healthy	
27.45162327	-80.36853965	394	Laurel Oak (Quercus hemisphaerica)	30.4	10	Healthy	
27.45166499	-80.36857044	395	Laurel Oak (Quercus hemisphaerica)	24.1	10	Healthy	
27.45154362	-80.36865924	396	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153389	-80.36868988	397	Live Oak (Quercus virginiana)	25.8	10	Healthy	
27.45157308	-80.36870848	398	Live Oak (Quercus virginiana)	47.2	10	Healthy	
27.45165991	-80.36873687	399	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45166076	-80.36872292	400	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45169585	-80.36877035	401	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45169628	-80.36876611	402	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45171944	-80.36879071	403	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45176472	-80.36866318	404	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45180924	-80.36863813	405	Slash Pine (Pinus elliottii var. densa)	20.2	10	Healthy	
27.45182359	-80.36865643	406	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45185551	-80.36856677	407	Live Oak (Quercus virginiana)	18.2	10	Healthy	
27.45194727	-80.36872956	408	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45192784	-80.36874792	409	Laurel Oak (Quercus hemisphaerica)	13.7	10	Healthy	

27.45204655	-80.36869371	410	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45197123	-80.36867744	411	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45202423	-80.36875481	412	Slash Pine (Pinus elliottii var. densa)	22.3	10	Healthy	
27.45196382	-80.3687471	413	Laurel Oak (Quercus hemisphaerica)	18.7	10	Healthy	
27.45187654	-80.36866045	414	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45187831	-80.36867484	415	Laurel Oak (Quercus hemisphaerica)	37.4	10	Healthy	
27.45192037	-80.36881827	416	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45183101	-80.36887858	417	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.45180298	-80.3689184	418	Laurel Oak (Quercus hemisphaerica)	52	10	Healthy	
27.45171977	-80.36886608	419	Live Oak (Quercus virginiana)	18.6	10	Healthy	
27.45172021	-80.36891329	420	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45167877	-80.36891866	421	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45166092	-80.36888531	422	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4516424	-80.36886524	423	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45163291	-80.36887944	424	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45157308	-80.36889413	425	Laurel Oak (Quercus hemisphaerica)	28.2	10	Healthy	
27.45158534	-80.36882405	426	Live Oak (Quercus virginiana)	13.3	10	Healthy	
27.4515609	-80.36891273	427	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153681	-80.36890425	428	Live Oak (Quercus virginiana)	18.2	10	Healthy	
27.45154024	-80.36893556	429	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153885	-80.36899188	430	Slash Pine (Pinus elliottii var. densa)	23.7	10	Healthy	
27.45148885	-80.368903	431	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45142538	-80.36896306	432	Laurel Oak (Quercus hemisphaerica)	27.4	10	Healthy	
27.45138269	-80.36894985	433	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4512934	-80.36893683	434	Laurel Oak (Quercus hemisphaerica)	29.4	10	Healthy	
27.45124029	-80.36905678	435	Laurel Oak (Quercus hemisphaerica)	31.4	10	Healthy	
27.45126971	-80.36907628	436	Slash Pine (Pinus elliottii var. densa)	18.8	10	Healthy	
27.4513494	-80.3690457	437	Laurel Oak (Quercus hemisphaerica)	25.6	10	Healthy	
27.45138082	-80.36911585	438	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45137853	-80.36910139	439	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45135956	-80.36914583	440	Slash Pine (Pinus elliottii var. densa)	21.5	10	Healthy	
27.45152561	-80.36899232	441	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153407	-80.36898191	442	Slash Pine (Pinus elliottii var. densa)	28.9	10	Healthy	
27.45141878	-80.36910596	443	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45128083	-80.36924841	444	Laurel Oak (Quercus hemisphaerica)	49	10	Healthy	
27.45141156	-80.3692793	445	Live Oak (Quercus virginiana)	27.4	10	Healthy	
27.45149784	-80.36943954	446	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45146067	-80.36917018	447	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45146385	-80.36918786	448	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45150631	-80.36912487	449	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45158725	-80.36922873	450	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45159755	-80.36917695	451	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45162966	-80.36919599	452	Live Oak (Quercus virginiana)	13.5	10	Healthy	
27.45165527	-80.36910003	453	Laurel Oak (Quercus hemisphaerica)	56.3	10	Healthy	
27.45174293	-80.36912566	454	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45177087	-80.36911242	455	Slash Pine (Pinus elliottii var. densa)	22.2	10	Healthy	
27.45179782	-80.36915329	456	Laurel Oak (Quercus hemisphaerica)	49.1	10	Healthy	
27.45184813	-80.36895391	457	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45194677	-80.36893749	458	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.45194439	-80.36887474	459	Live Oak (Quercus virginiana)	25.9	10	Healthy	
27.45200807	-80.36893723	460	Laurel Oak (Quercus hemisphaerica)	28	7		Cat face
27.45201964	-80.36896618	461	Laurel Oak (Quercus hemisphaerica)	39.8	10	Healthy	
27.45199344	-80.36879151	462	Laurel Oak (Quercus hemisphaerica)	15.7	10	Healthy	
27.45207109	-80.36883906	463	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45210657	-80.36888779	464	Laurel Oak (Quercus hemisphaerica)	23.5	10	Healthy	
27.45215824	-80.36897466	465	Laurel Oak (Quercus hemisphaerica)	29.2	10	Healthy	
27.45215727	-80.36899137	466	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45221995	-80.36901507	467	Laurel Oak (Quercus hemisphaerica)	16.1	10	Healthy	
27.45214677	-80.36902655	468	Laurel Oak (Quercus hemisphaerica)	27.8	10	Healthy	
27.45214856	-80.36910743	469	Laurel Oak (Quercus hemisphaerica)	28.5	10	Healthy	
27.45218721	-80.36910969	470	Laurel Oak (Quercus hemisphaerica)	24.1	7	Healthy	Hollow area
27.45221042	-80.369305	471	Laurel Oak (Quercus hemisphaerica)	33.5	10	Healthy	
27.45228491	-80.36890214	472	Slash Pine (Pinus elliottii var. densa)	18.7	10	Healthy	
27.45217126	-80.36874522	473	Slash Pine (Pinus elliottii var. densa)	19.6	10	Healthy	
27.45210801	-80.36872882	474	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45208358	-80.36870506	475	Slash Pine (Pinus elliottii var. densa)	16.5	10	Healthy	
27.45210607	-80.36858747	476	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45210414	-80.3686263	477	Slash Pine (Pinus elliottii var. densa)	22	10	Healthy	
27.45220668	-80.36863292	478	Slash Pine (Pinus elliottii var. densa)	14	10	Healthy	
27.4522141	-80.3685771	479	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.45222092	-80.36860496	480	Slash Pine (Pinus elliottii var. densa)	18.7	10	Healthy	
27.45220177	-80.36864163	481	Laurel Oak (Quercus hemisphaerica)	30.2	10	Healthy	
27.45223429	-80.36861199	482	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.4522536	-80.36865515	483	Slash Pine (Pinus elliottii var. densa)	14.2	10	Healthy	
27.45224087	-80.36871738	484	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45224203	-80.36872794	485	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4522356	-80.3687387	486	Live Oak (Quercus virginiana)	17.3	10	Healthy	
27.45230264	-80.36879528	487	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45231829	-80.36891488	488	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45240327	-80.36883876	489	Slash Pine (Pinus elliottii var. densa)	15.9	10	Healthy	
27.4523759	-80.36885452	490	Laurel Oak (Quercus hemisphaerica)	23.6	10	Healthy	
27.45236594	-80.36884798	491	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	

27.45238066	-80.36882405	492	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45236526	-80.36872155	493	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45234866	-80.36868908	494	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45237937	-80.36870619	495	Slash Pine (Pinus elliottii var. densa)	16.9	10	Healthy	
27.45242496	-80.36835187	496	Slash Pine (Pinus elliottii var. densa)	12.7	10	Healthy	
27.45242624	-80.36839366	497	Laurel Oak (Quercus hemisphaerica)	14.8	10	Healthy	
27.45234441	-80.36830318	498	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45233783	-80.36826129	499	Laurel Oak (Quercus hemisphaerica)	19.5	10	Healthy	
27.45230301	-80.36829188	500	Slash Pine (Pinus elliottii var. densa)	15.9	10	Healthy	
27.4521977	-80.36835811	501	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222917	-80.36833647	502	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45242517	-80.36840931	503	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45241879	-80.36842144	504	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45241373	-80.36849695	505	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45239702	-80.36854509	506	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.45249869	-80.36851964	507	Laurel Oak (Quercus hemisphaerica)	18.3	10	Healthy	
27.45260455	-80.36833677	508	Laurel Oak (Quercus hemisphaerica)	19.6	10	Healthy	
27.45259928	-80.36832316	509	Slash Pine (Pinus elliottii var. densa)	16.1	10	Healthy	
27.45256825	-80.3684273	510	Slash Pine (Pinus elliottii var. densa)	12.4	10	Healthy	
27.4526039	-80.36844847	511	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.45268819	-80.3684201	512	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4527216	-80.36843988	513	Slash Pine (Pinus elliottii var. densa)	14.4	10	Healthy	
27.4527263	-80.36837374	514	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45276501	-80.3684133	515	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45276952	-80.36839347	516	Slash Pine (Pinus elliottii var. densa)	14.6	10	Healthy	
27.45280411	-80.36830733	517	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45281412	-80.36838329	518	Slash Pine (Pinus elliottii var. densa)	14.5	10	Healthy	
27.45277382	-80.36861413	519	Slash Pine (Pinus elliottii var. densa)	12.2	10	Healthy	
27.45257309	-80.36849735	520	Laurel Oak (Quercus hemisphaerica)	13.4	10	Healthy	
27.45256407	-80.36853576	521	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.45258935	-80.36857902	522	Slash Pine (Pinus elliottii var. densa)	14	10	Healthy	
27.45257236	-80.36857515	523	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45255439	-80.36861082	524	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45259183	-80.36864977	525	Slash Pine (Pinus elliottii var. densa)	12.2	10	Healthy	
27.45246019	-80.36869292	526	Laurel Oak (Quercus hemisphaerica)	31.2	10	Healthy	
27.45246666	-80.3686691	527	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45246497	-80.36866306	528	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45244893	-80.36868686	529	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45242131	-80.36870467	530	Slash Pine (Pinus elliottii var. densa)	12.9	10	Healthy	
27.45249059	-80.36873209	531	Slash Pine (Pinus elliottii var. densa)	16.3	10	Healthy	
27.45256967	-80.36881931	532	Slash Pine (Pinus elliottii var. densa)	13.7	10	Healthy	
27.45257812	-80.36876011	533	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45257584	-80.36874592	534	Slash Pine (Pinus elliottii var. densa)	13	10	Healthy	
27.45258203	-80.36871847	535	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45260912	-80.36874944	536	Slash Pine (Pinus elliottii var. densa)	12.8	10	Healthy	
27.45269575	-80.36870685	537	Slash Pine (Pinus elliottii var. densa)	13.9	10	Healthy	
27.45280637	-80.36882929	538	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45270953	-80.36882962	539	Slash Pine (Pinus elliottii var. densa)	17.2	10	Healthy	
27.45259923	-80.36885085	540	Slash Pine (Pinus elliottii var. densa)	12.8	10	Healthy	
27.4525502	-80.36890145	541	Laurel Oak (Quercus hemisphaerica)	32.8	10	Healthy	
27.4525633	-80.36889801	542	Laurel Oak (Quercus hemisphaerica)	27.5	10	Healthy	
27.45258356	-80.36895859	543	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4525357	-80.36891541	544	Laurel Oak (Quercus hemisphaerica)	14.1	10	Healthy	
27.45243461	-80.36888778	545	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.45243882	-80.36891492	546	Slash Pine (Pinus elliottii var. densa)	12.5	10	Healthy	
27.45232581	-80.36893651	547	Slash Pine (Pinus elliottii var. densa)	16.8	10	Healthy	
27.45237035	-80.36901716	548	Slash Pine (Pinus elliottii var. densa)	15.1	10	Healthy	
27.45238629	-80.36903062	549	Slash Pine (Pinus elliottii var. densa)	18.2	10	Healthy	
27.45242251	-80.36897093	550	Laurel Oak (Quercus hemisphaerica)	15.3	10	Healthy	
27.45244685	-80.36908663	551	Slash Pine (Pinus elliottii var. densa)	22	10	Healthy	
27.45255089	-80.36909298	552	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45257074	-80.36906399	553	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.4525971	-80.36899071	554	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.4525521	-80.36899167	555	Slash Pine (Pinus elliottii var. densa)	14.7	10	Healthy	
27.45255585	-80.36901437	556	Laurel Oak (Quercus hemisphaerica)	20.3	10	Healthy	
27.45266007	-80.36904024	557	Slash Pine (Pinus elliottii var. densa)	16.8	10	Healthy	
27.45267353	-80.36897015	558	Laurel Oak (Quercus hemisphaerica)	33.9	10	Healthy	
27.45267669	-80.36893763	559	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4527921	-80.36896919	560	Laurel Oak (Quercus hemisphaerica)	14.6	10	Healthy	
27.45276149	-80.36903992	561	Slash Pine (Pinus elliottii var. densa)	18.5	10	Healthy	
27.45264221	-80.36911359	562	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45263641	-80.36919883	563	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45272312	-80.36927325	564	Slash Pine (Pinus elliottii var. densa)	17	10	Healthy	
27.4527056	-80.36924291	565	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45265101	-80.36927028	566	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45257834	-80.3692908	567	Slash Pine (Pinus elliottii var. densa)	16.5	10	Healthy	
27.4525821	-80.36929925	568	Slash Pine (Pinus elliottii var. densa)	14.1	10	Healthy	
27.45255583	-80.36923871	569	Slash Pine (Pinus elliottii var. densa)	12.3	10	Healthy	
27.452567	-80.36921999	570	Slash Pine (Pinus elliottii var. densa)	14.7	10	Healthy	
27.45253417	-80.36922792	571	Slash Pine (Pinus elliottii var. densa)	14.1	10	Healthy	
27.45246778	-80.36925374	572	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45248504	-80.36920941	573	Slash Pine (Pinus elliottii var. densa)	16.9	10	Healthy	

27.45231358	-80.36936373	574	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45229407	-80.3693491	575	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45249419	-80.3694093	576	Laurel Oak (Quercus hemisphaerica)	18.7	10	Healthy	
27.45264653	-80.36947601	577	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45262484	-80.36949254	578	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45262893	-80.36948971	579	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45255913	-80.3695368	580	Laurel Oak (Quercus hemisphaerica)	24.7	10	Healthy	
27.4525525	-80.36950295	581	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	
27.45258573	-80.36955119	582	Laurel Oak (Quercus hemisphaerica)	24.9	10	Healthy	
27.45266083	-80.36964222	583	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45278016	-80.36961503	584	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45202077	-80.36925338	585	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.4517738	-80.36942038	586	Laurel Oak (Quercus hemisphaerica)	46.5	10	Healthy	
27.45172807	-80.36949678	587	Laurel Oak (Quercus hemisphaerica)	23.7	10	Healthy	
27.45179284	-80.3695352	588	Laurel Oak (Quercus hemisphaerica)	32.2	10	Healthy	
27.45176186	-80.36953559	589	Laurel Oak (Quercus hemisphaerica)	43.3	10	Healthy	
27.4517536	-80.36963459	590	Live Oak (Quercus virginiana)	36.1	10	Healthy	
27.451764	-80.36968469	591	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45176989	-80.36971296	592	Live Oak (Quercus virginiana)	35.1	10	Healthy	
27.45171573	-80.36965788	593	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45169955	-80.36965703	594	Laurel Oak (Quercus hemisphaerica)	19.8	10	Healthy	
27.45160511	-80.3697057	595	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.45159853	-80.36968641	596	Laurel Oak (Quercus hemisphaerica)	25.8	10	Healthy	
27.45157235	-80.36969968	597	Laurel Oak (Quercus hemisphaerica)	13.5	10	Healthy	
27.45146205	-80.3695931	598	Laurel Oak (Quercus hemisphaerica)	94.2	10	Healthy	
27.4513745	-80.36981917	599	Live Oak (Quercus virginiana)	30.9	10	Healthy	
27.45135132	-80.36986631	600	Live Oak (Quercus virginiana)	21.1	10	Healthy	
27.45128596	-80.36992563	601	Laurel Oak (Quercus hemisphaerica)	18.8	10	Healthy	
27.45130525	-80.3700978	602	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45132662	-80.37009108	603	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45144726	-80.37007671	604	Laurel Oak (Quercus hemisphaerica)	45.2	10	Healthy	
27.45121584	-80.36864784	605	Laurel Oak (Quercus hemisphaerica)	12.6	10	Healthy	
27.45122887	-80.36857869	606	Laurel Oak (Quercus hemisphaerica)	13.9	10	Healthy	
27.45121646	-80.36940254	607	Laurel Oak (Quercus hemisphaerica)	20.9	10	Healthy	
27.4511894	-80.36982024	608	Laurel Oak (Quercus hemisphaerica)	25.7	10	Healthy	
27.45177643	-80.37027117	609	Laurel Oak (Quercus hemisphaerica)	19.3	10	Healthy	
27.45179175	-80.37036407	610	Laurel Oak (Quercus hemisphaerica)	14.4	10	Healthy	
27.45182165	-80.37047654	611	Laurel Oak (Quercus hemisphaerica)	24.1	10	Healthy	
27.45191874	-80.37037788	612	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45194519	-80.3704991	613	Laurel Oak (Quercus hemisphaerica)	20.8	10	Healthy	
27.4519313	-80.3706102	614	Laurel Oak (Quercus hemisphaerica)	12.9	10	Healthy	
27.45182805	-80.37091963	615	Laurel Oak (Quercus hemisphaerica)	12.3	10	Healthy	
27.45196478	-80.37098646	616	Laurel Oak (Quercus hemisphaerica)	21.8	10	Healthy	
27.45200854	-80.37105131	617	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45205894	-80.37098867	618	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.4519669	-80.37121384	619	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45206115	-80.37128963	620	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45219117	-80.37122101	621	Laurel Oak (Quercus hemisphaerica)	14.8	10	Healthy	
27.45219349	-80.37131155	623	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45219196	-80.37128773	622	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45220297	-80.37112671	624	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45227375	-80.37108897	625	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45232329	-80.3710935	626	Laurel Oak (Quercus hemisphaerica)	15.7	10	Healthy	
27.45219254	-80.37095925	627	Live Oak (Quercus virginiana)	25.3	10	Healthy	
27.45223211	-80.37088513	628	Laurel Oak (Quercus hemisphaerica)	17.9	10	Healthy	
27.45225719	-80.37070262	629	Laurel Oak (Quercus hemisphaerica)	27	10	Healthy	
27.45231987	-80.37063783	630	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.45244803	-80.37071608	631	Laurel Oak (Quercus hemisphaerica)	12.3	10	Healthy	
27.45253098	-80.37072317	632	Laurel Oak (Quercus hemisphaerica)	24.6	10	Healthy	
27.45254749	-80.37068073	633	Laurel Oak (Quercus hemisphaerica)	14.2	10	Healthy	
27.45254552	-80.37063624	634	Laurel Oak (Quercus hemisphaerica)	15.3	10	Healthy	
27.45260904	-80.37065546	635	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.45266433	-80.37068714	636	Laurel Oak (Quercus hemisphaerica)	14.6	10	Healthy	
27.45278327	-80.37087486	637	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45275315	-80.37033954	638	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45276261	-80.370279	639	Slash Pine (Pinus elliottii var. densa)	16	10	Healthy	
27.45271868	-80.37035933	640	Slash Pine (Pinus elliottii var. densa)	14.5	10	Healthy	
27.45273411	-80.37033226	641	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45270816	-80.37032548	642	Slash Pine (Pinus elliottii var. densa)	19.2	10	Healthy	
27.45269477	-80.37031274	643	Slash Pine (Pinus elliottii var. densa)	16.5	10	Healthy	
27.45260373	-80.37044752	644	Slash Pine (Pinus elliottii var. densa)	24.7	10	Healthy	
27.45255087	-80.37032139	645	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45270846	-80.37020914	646	Laurel Oak (Quercus hemisphaerica)	20.6	10	Healthy	
27.45267811	-80.37015852	647	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4526865	-80.37020411	648	Laurel Oak (Quercus hemisphaerica)	13.6	10	Healthy	
27.45265146	-80.37021559	649	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.45255258	-80.37023133	650	Laurel Oak (Quercus hemisphaerica)	14.2	10	Healthy	
27.45245654	-80.37024208	651	Laurel Oak (Quercus hemisphaerica)	17.2	10	Healthy	
27.45227604	-80.37018677	652	Laurel Oak (Quercus hemisphaerica)	22.8	10	Healthy	
27.45232918	-80.37019041	653	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4525462	-80.37006632	654	Laurel Oak (Quercus hemisphaerica)	25.2	10	Healthy	
27.45262295	-80.36986285	655	Laurel Oak (Quercus hemisphaerica)	33.6	10	Healthy	

27.45259835	-80.36979937	656	Laurel Oak (Quercus hemisphaerica)	15.2	10	Healthy	
27.45259705	-80.36983013	657	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45255111	-80.36974495	658	Live Oak (Quercus virginiana)	39.3	10	Healthy	
27.45221612	-80.36980182	659	Laurel Oak (Quercus hemisphaerica)	17.7	10	Healthy	
27.4521536	-80.36995424	660	Laurel Oak (Quercus hemisphaerica)	20.9	10	Healthy	
27.4522721	-80.37002946	661	Laurel Oak (Quercus hemisphaerica)	27.5	10	Healthy	
27.4524072	-80.37006706	662	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45238404	-80.36991592	663	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.45235542	-80.36997111	664	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4523305	-80.36996775	665	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45233015	-80.36995347	666	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222917	-80.36998438	667	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45202299	-80.36993786	668	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222276	-80.37048458	669	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45234006	-80.37057274	670	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

Total DBH	11128
Palms	172
Laurel Oak	300
Live Oak	85
Slash Pine	113

1. Tree 14 - rot.

2. Tree 69 – extreme lean.

3. Tree 82 – Beehive.

4. Tree 12 – Rot.

5. Tree 25 – included bark w/ants.

6. Tree 113 - Canker.

7. Tree 134 – hollowing and rot.

8. Tree 460 - Hollowing.

9. Tree 113 – extreme canker.

10. Tree 387 – extreme lean.

11. Tree 391 – extreme hollowing.

12. Tree 470 – hollowing, potential nest.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2795650 OR BOOK 2483 PAGE 1551, Recorded 02/09/2006 at 02:53 PM
Doc Tax: $34650.00

Prepared by and Return to:

Richard W. Hawthorne, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202
061784/0102

Tax Parcel # 2407-144-0001-000-5
2407-124-0001-000-3
2408-233-0001-000-1

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 31st day of January, 2006, by and between **FM FLORIDA LAND COMPANY LLC**, a Delaware limited liability company, whose address for notices is 1682 West Hibiscus Boulevard, Melbourne, Florida 32901 (the "Grantor"), and **FM MILLCREEK HOLDING, LLC**, a Florida limited liability company, whose address for notices is 1682 West Hibiscus Boulevard, Melbourne, Florida 32901 (the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt and sufficiency of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property located in St. Lucie County, Florida (the "Property").

See **Exhibit A** attached hereto and incorporated herein.

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

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor warrants that, except as provided on **Exhibit B** attached hereto as to which matters this conveyance is expressly made subject, at the time of delivery of this deed, the Property was free from all encumbrances made by the Grantor and that Grantor will warrant and defend the same against lawful claims and demands of all persons claiming, by, through or under the Grantor but against none other. Grantor warrants that the Property is not homestead property.

CLERK'S NOTE: This transaction is a conveyance of real estate to a wholly-owned entity. The real estate is encumbered with a mortgage securing the principal sum of $4,950,000. Accordingly, pursuant to Crescent Miami Center, LLC v. Department of Revenue, SC03-2063 (May 19, 2005), deed documentary stamp taxes in the amount of $34,650.00 are being paid in connection with the recordation of this document based on the outstanding principal sum secured by the mortgage.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed and sealed in the presence of:

Nandra R. Ramnarine
Print or type name

Jannine Henzell
Print or type name

"GRANTOR"

FM FLORIDA LAND COMPANY, LLC, a Delaware limited liability company

By: Forte Macaulay Development Consultants, Inc., a Florida corporation
Its Manager

By: _____
Name: HUGH M. EVANS, JR.
Title: President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by Hugh M. Evans, Jr., as President of Forte Macaulay Development Consultants, Inc., a Florida corporation, the Manager of FM Florida Land Company, LLC, a Delaware limited liability company. Such person did not take an oath and: *(notary must check applicable box)*

- ☑ is/are personally known to me.
- ☐ produced a current _____ driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Nandra R. Ramnarine
Name of Notary

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Notary Public State of Florida
Nandra R Ramnarine
My Commission DD488190
Expires 01/10/2010

Exhibit "A"
Legal Description

Parcel A:

A parcel of land lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

PARCEL 1:

The S ½ of the SE ¼ of the NE ¼ of the NE ¼; and the SW ¼ of the NE ¼ of the NE ¼; and SE ¼ of the NW ¼ of the NE ¼; LESS the North 50 feet thereof; and SE ¼ of the NE ¼, LESS the North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE ¼ of the SE ¼ of the NE ¼; and the East 791.25 feet of the SW ¼ of the NE ¼; LESS rights of way for public roads and drainage canals as to all of said parcels; all in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 2:

The North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE ¼ of the SE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 3:

That part of the West 25 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 35 South, Range 40 East, which lies North of Orange Avenue Extension and South of the drainage canal (said 25 foot strip being approximately 355 feet North and South); LESS and except that portion taken for Road Right of Way as described as Parcel No. 211 in Official Records Book 1415, Page 421, St. Lucie County, Florida.

LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

Parcel B:

A parcel of land lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

The West 725.27 feet of the South 600.00 feet of the following described property:

The East 791.25 feet of the Southwest quarter of the Northeast quarter of said Section 7, Less Right-of-Way for public roads and drainage canals.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A portion of the Southwest Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7; thence North 00°00'56" East along the east line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 40.00 feet; thence South 89°42'09" West along a line 40 feet north from and parallel with, as measured at right angles to the South line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 65.98 feet to the Point of Beginning; Thence continue South 89°42'09" West along said parallel line, for 157.17 feet; Thence North 00°17'51" West, for 92.93 feet to a Point of Curvature with a curve concave to the Southwest, said curve having a radius of 206.46 feet and a central angle of 34°44'37"; Thence Northwesterly along said curve for 125.20 feet to a Point of Tangency; Thence North 35°02'28" West, for 109.91 feet to a Point of Curvature with a curve concave to the East, said curve having a radius of 280.00 feet and a central angle of 39°48'56"; Thence Northerly along said curve for 194.58 feet to a Point of Tangency; Thence North 04° 46'28" East, for 18.58 feet to a Point of Curvature with a curve concave to the East, said curve having a radius of 477.11 and a central angle of 11°47'43"; Thence Northerly along said curve for 98.22 feet; Thence North 89°42'09" East along a line 640 feet North from and Parallel with, as measured at right angles to the South line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 288.42 feet; Thence South 00°00'56" West along the East line of the West 725.27 feet of the East 791.25 feet of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 600.01 feet to the Point of Beginning.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in St. Lucie County, Florida.

Exhibit B

1. Real estate taxes and assessments for the year 2006 and subsequent years, not yet due and payable.

2. Reservation as set forth in instrument recorded in O.R. Book 629, page 913 of the public records of St. Lucie County, Florida.

3. Easement granted to Florida Power & Light Company by instrument recorded in Deed Book 74, page 238 of the public records of St. Lucie County, Florida.

4. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 190, page 1094 of the public records of St. Lucie County, Florida.

5. Subordination of Utility Interests as set forth in instrument recorded in O.R. Book 1415, page 770 of the public records of St. Lucie County, Florida.

6. Easement and Right of Way as set forth in instrument recorded in O.R. Book 1415, page 421, as affected by Agreed Stipulated Final Judgment recorded in O.R. Book 1669, page 2211, both of the public records of St. Lucie County, Florida.

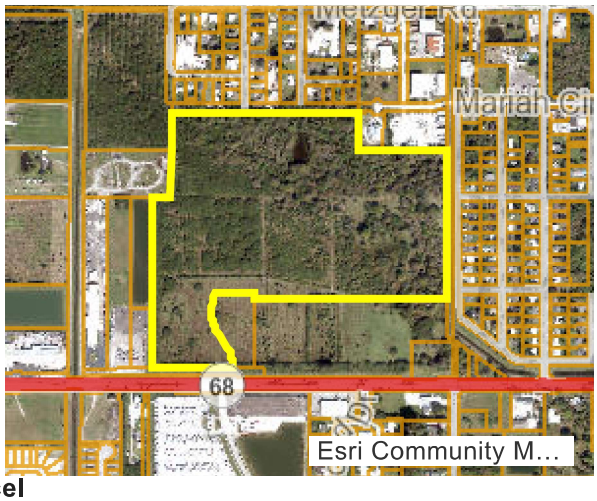
7. Mortgage, Security Agreement and Assignment of Leases and Rents in favor of Branch Banking and Trust Company recorded in O.R. Book 2430, page 2550 of the public records of St. Lucie County, Florida.

8. Rights of tenants pursuant to unrecorded Lease Agreement dated November 18, 2005 between Orange Avenue Development, LLC, as lessor, and Harry B. Albritton, as lessee, as assigned to FM Florida Land Company, LLC pursuant to Assignment and Assumption of Lease dated November 28, 2005.

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Friday, July 19, 2024

Parcel Report



Parcel

PARCELNO: 2407-124-0001-000-3

Property ID: 19834

Owner1: FM Millcreek Holding LLC

SiteAddress: ORANGE AVE

Owner

Owner1: FM Millcreek Holding LLC

Owner2:

Owner3:

MailingAddress: 1698 W Hibiscus Blvd, Unit Ste A Melbourne, FL 32901-2639

Overview

PrimaryLandUse: 6000 - GRZNG SLD CP

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: $2,820,329

FinishedArea:

Acres: 62.51

TotalArea: 2,722,935.6

Legal Description

LegalDescription: 7 35 40 S 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4 AND SW 1/4 OF NE 1/4 OF NE 1/4 AND SE 1/4 OF NW 1/4 OF NE 1/4-LESS N 50 FT FOR RD R/W- AND SE 1/4 OF NE 1/4-LESS S 600 FT AND LESS FOR CANAL R/W- AND E 791.25 FT OF SW 1/4 OF NE 1/4-LESS E 65.98 FT OF S 600 FT AND LESS RD AND CANAL R/W AND LESS THAT PART MPDAF: FROM SE COR OF SW 1/4 OF NE 1/4 RUN N 00 00 56 E 40 FT,TH S 89 42 09 W 65.98 FT TO POB,TH CONT S 89 42 09 W 157.17 FT,TH N 00 17 51 W 92.93 FT TO CURVE CONC SW,R OF 206.46 FT,TH NWLY ALG ARC 125.20 FT,TH N 35 02 28 W 109.91 FT TO CURVE CONC E,R OF 280 FT,TH NLY ALG ARC 194.58 FT,TH N 04 46 28 E 18.58 FT TO CURVE CONC E,R OF 477.11 FT,TH NLY ALG ARC 98.22 FT,TH N 89 42 09 E 288.42 FT,TH S 00 00 56 W 600.01 FT TO POB-LESS ADDN R/W AS IN OR 3026-1790 SUBJ TO PERM DR ESMT AS IN CA 82-59.05-AND LESS ADDN RD R/W AS IN OR 3210-468-(62.51 AC) (OR 2483-1551)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2023	$2,820,329	$1,300	$2,819,029	$0	$17,543	$0	$17,543	$947	$2,801,839
2022	$1,354,434	$1,300	$1,353,134	$0	$17,511	$0	$17,511	$979	$1,335,944
2021	$826,432	$1,300	$825,132	$0	$17,482	$0	$17,482	$1,008	$807,942

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2023	169.7	11,709.3
North St. Lucie Water Management District	2013	62.51	1,500.24

Land Lines

Line Number	Units	Unit Type
1	56	MACR
2	6.51	MACR
3	62.51	CACR

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
01/30/2006	$4,950,000	XX01	WD	FM Florida Land Company LLC	2483-1551	Clerk of Courts
11/22/2005	$6,616,000	XX02	SPWD	Orange Ave Dev LLC	2430-2546	Clerk of Courts
04/06/2004	$3,000,000	XX02	WD	Linda Davis Trust	1940-2324	Clerk of Courts
04/02/2004	$100	XX04	WD	Linda Davis Trust	1940-2328	Clerk of Courts
04/01/2004	$100	XX04	WD	Linda Davis Trust	1940-2330	Clerk of Courts
03/31/2004	$100	XX04	WD	Linda Davis Trust	1940-2326	Clerk of Courts
01/25/1998	$100	XX04	PRDEED	Linda	1124-1276	Clerk of Courts
01/25/1998	$100	XX04	PRDEED	Linda	1124-1271	Clerk of Courts
01/25/1998	$100	XX04	PRDEED		1124-1266	Clerk of Courts
12/26/1996	$100	XX02	PRDEED	Jean M Davis	1053-1888	Clerk of Courts
12/20/1994	$850,000	XX02	WD	Jean M Davis	935-1908	Clerk of Courts

Photos

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential/Industrial	IND/MXD (SLC)	IL/RS-4 (SLC)
South	Commercial	CC (FP) COM (SLC)	C-3 (FP) CG (SLC)
East	Residential	RH (SLC)	IL/RS-4 (SLC)
West	Industrial	I/CI (FP) IND (SLC)	I-1 (FP) IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	PD	12 du/ac	62.51	X
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 114,140
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day 114,140
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only): allowed per zoning / proposed
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	923.55 ac	907.4 ac	-16.15 ac
Urban District	5 acres per 1,000 people	230.89 ac	226.85 ac	-4.04 ac
Community	2.5 acres per 1,000 people	115.45 ac	113.42 ac	-2.02 ac
Neighborhood	1.36 acres per 1,000 people	62.80 ac	61.70 ac	-1.10 ac

D. Public Schools (Residential Classifications Only): Zoning allows for 750 du
Single Family: (du x 0.405 = students/70% K-8/30% High) Site plan proposed (439 du)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	Samuel Gaines Academy	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.80 Miles	0.80 Miles
Current Zoning/FLU Enrollment Demand	zoning 525 (proposed 178)	zoning 225 (proposed 53)
Proposed Zoning/FLU Enrollment Demand		
Change in Demand		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	per zoning 100 yards / per proposed site plan 60 yards
**Proposed Zoning/FLU	
*Change in Demand	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	See attached Stormwater/Drainage Statement

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	proposed plan 3,367	proposed plan 215/282
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity	The number of trips will decrease from the max per zoning (750 du allowed per zoning, 439 du proposed)	

IV. Project Description

PHASING
Is this project (phase) part of a larger project? ☑ Yes ☐ No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: 439 Single Family: 130 Multifamily: 309 (tow
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached	1/2/3	44/86/0	29.5/21.5/11.5		
Single-family, attached	1/2/3	108/71/130	29.5/21.5/11.5		
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. ☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

2. What is the current use of the structure to be demolished or re-used? _____

3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☐ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

J F O G R O U P I N C
Traffic Engineering • Transportation Planning

www.jfogroupinc.com

June 24, 2024 *Sent via e-mail: maston.crapps@dreamfindershomes.com*

Maston Crapps, Regional VP
Dream Finders Homes
14701 Philips Hwy., Suite 300
Jacksonville, FL 32256

Re: MILLCREEK PD • SIGNAL WARRANT ANALYSIS
Orange Avenue and Project Entrance/Bent Creek Dr
Parcel ID 2407-124-0001-000-3

Dear Maston,

JFO Group Inc. has been retained to prepare a signal warrant analysis to assess the potential need for signalization at the intersection of Orange Avenue and Project Entrance/Bent Creek Drive associated with the proposed site plan for the Millcreek PD project. The Millcreek PD project is proposing 313 townhomes and 130 single family homes.

Exhibit 1 includes the trip generation for the proposed project. As shown in Exhibit 1, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 3,367, 215 (54 In/161 Out) and 282 (178 In/104 Out) trips respectively. Exhibit 2 includes a conceptual site plan for the proposed project.

Exhibit 3 includes population projections from the University of Florida's Bureau of Economic and Business Research (BEBR) for St Lucie County. According to Exhibit 3 and in order to provide a conservative analysis, a medium growth rate of 1.50% was used in this analysis and applied to the June 20, 2024 counts which were also adjusted by FDOT's Peak Season Factors. Exhibit 4 includes the field data collection.

12-hour turning movement volumes from 7AM to 7PM were calculated at the subject intersection using field data and percentage of daily traffic coefficients from the 11th Edition of the Trip Generation Manual from the Institute of Transportation Engineers (ITE). See Exhibit 5. Even though the project is providing cross connections with two (2) adjacent properties and a direct connection to Mariah Cir, as part of a conservative analysis, it was assumed that 100% of all project traffic will access the site through the subject intersection.

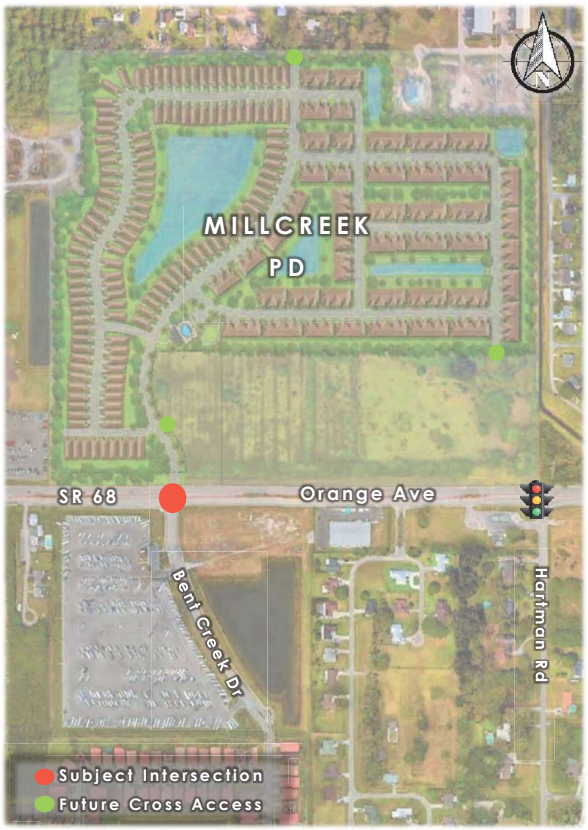


Figure 1 : Project Location

The nearest signalized intersection to the project is located at the Orange Avenue and Hartman Road intersection which is located approximately 1,550 feet east of the study intersection.

There are nine warrants included in the *Manual on Uniform Traffic Control Devices (MUTCD)* manual, only three (3) were evaluated in this analysis: Eight-Hour Vehicular Volume, Four-Hour Vehicular Volume and Peak Hour. The remaining warrants were either considered to be not applicable for this location or necessary information was not available.

6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida • 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

Exhibit 6 includes the HCS2024 Warrants Report for 2027 conditions which is the anticipated buildout for the Millcreek PD project. According to the *Manual on Uniform Traffic Control Devices (MUTCD*) for Streets and Highways, a traffic signal should be installed if one or more of the signal warrants are met. According to FDOT District 4, Warrants 1 and 7 are required to be met in order for a new traffic signal to be approved. This analysis shows that the Orange Avenue and Project Entrance/Bent Creek Drive meets *Warrant 3: Peak Hour* at project buildout in the year 2027 while it does not meet *Warrant 1: Eight-Hour Vehicular Volume*.

Furthermore, as required during the pre-application meeting on June 13, 2024, Exhibit 7 includes Synchro 12 (HCM 7) analyses for both AM and PM peak hours to determine the adequacy of the existing eastbound U/left turn lane that will be servicing the proposed project driveway. Table 1 summarizes the results of the HCM analysis. As shown in Table 1, the existing eastbound U/Left turn lane will be able to accommodate existing, forecasted and left turn project traffic at project build-out in the year 2027.

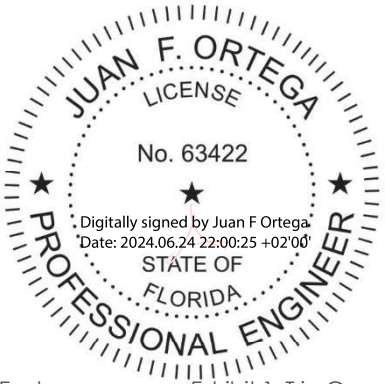
Table 1: Orange Ave & Bent Creek Dr Eastbound Left Turn Lane

	AM	PM
2027 Eastbound Left Demand	27	96
95th Percentile BQ (ft/ln)	2.5	12.5
95th Percentile BQ (veh/ln)	0.1	0.5
Exiting U-Turn (feet)	225' + 50' Taper	
FDOT 212-1[1]	197.5' + 50' Taper	

In conclusion, according to FDOT policies, a traffic signal at Orange Avenue and Project Entrance/Bent Creek Drive is not warranted. Consequently, the installation of a traffic signal device at the Orange Avenue and Project Entrance/Bent Creek Dr intersection is not recommended at this time. Similarly, according to the intersection operational analysis, the existing eastbound U-turn lane will be able to accommodate existing traffic and the future traffic generated by the Millcreek PD development.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures:
Exhibit 1: Trip Generation
Exhibit 2: Conceptual Site Plan
Exhibit 3: BEBR Population Growth
Exhibit 4: Field Data Collection
Exhibit 5: Intersection Volume Development
Exhibit 6: Signal Warrant Analysis
Exhibit 7: HCM Operational Analysis

[1] Total Decel. Distance: 185' + Queue Length: 12.5'

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T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

This item has been electronically signed and sealed by Dr. Juan F. Ortega PE on June 24, 2024 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Millcreek PD
Trip Generation - ITE 11th Edition

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	210	LN(T)=0.92LN(X)+2.68	26%	74%	LN(T)=0.91LN(X)+0.12	63%	37%	LN(T)=0.94LN(X)+0.27
Townhomes	220	T = 6.41(X) + 75.31	24%	76%	T = 0.31(X) + 22.85	63%	37%	T = 0.43(X) + 20.55

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	130 DUs	1,285	25	70	95	80	47	127
Townhomes	313 DUs	2,082	29	91	120	98	57	155
Total Traffic		***3,367***	***54***	***161***	***215***	***178***	***104***	***282***

Land Use: 210
Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

Single-Family Detached Housing
(210)

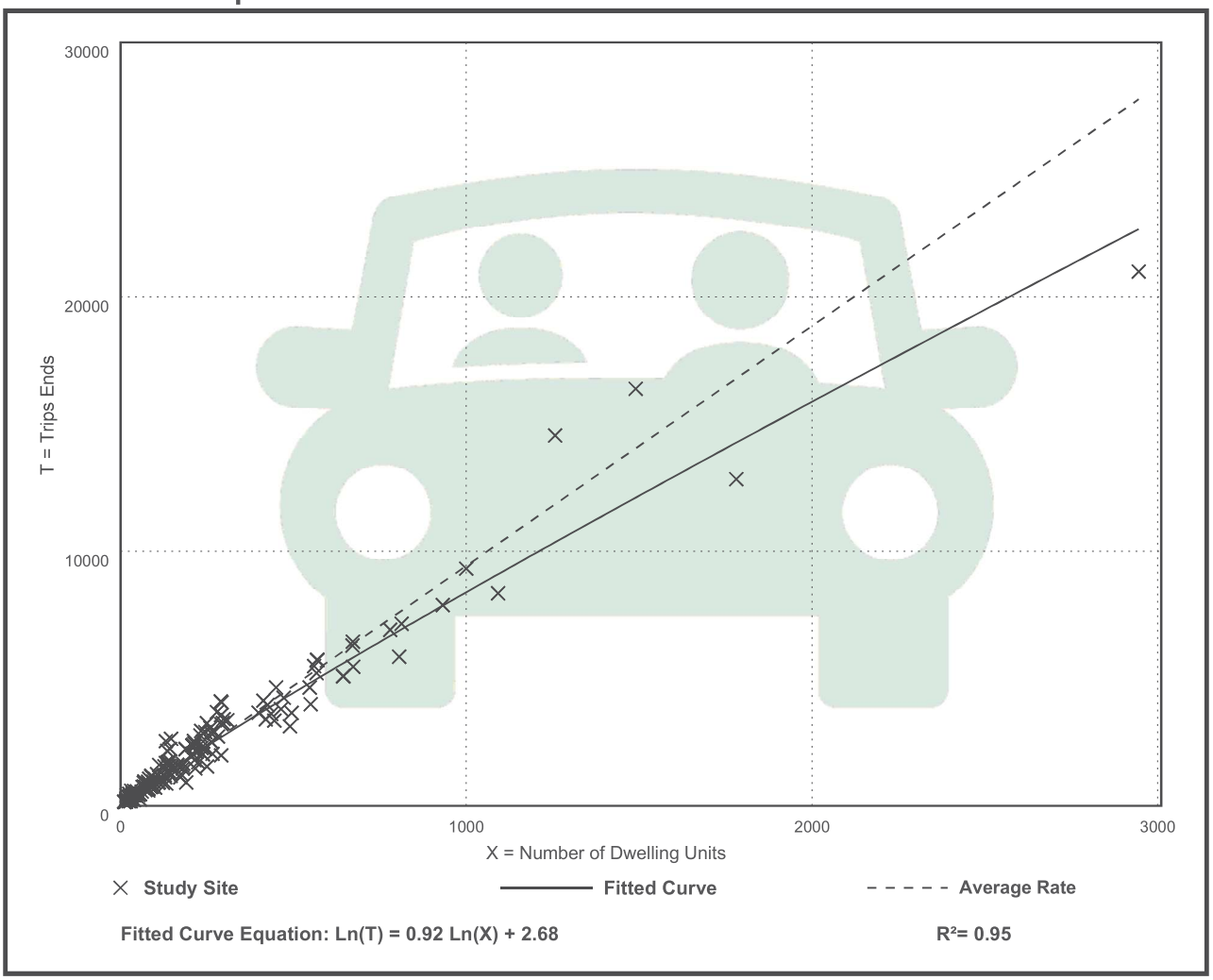
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68

R^2= 0.95

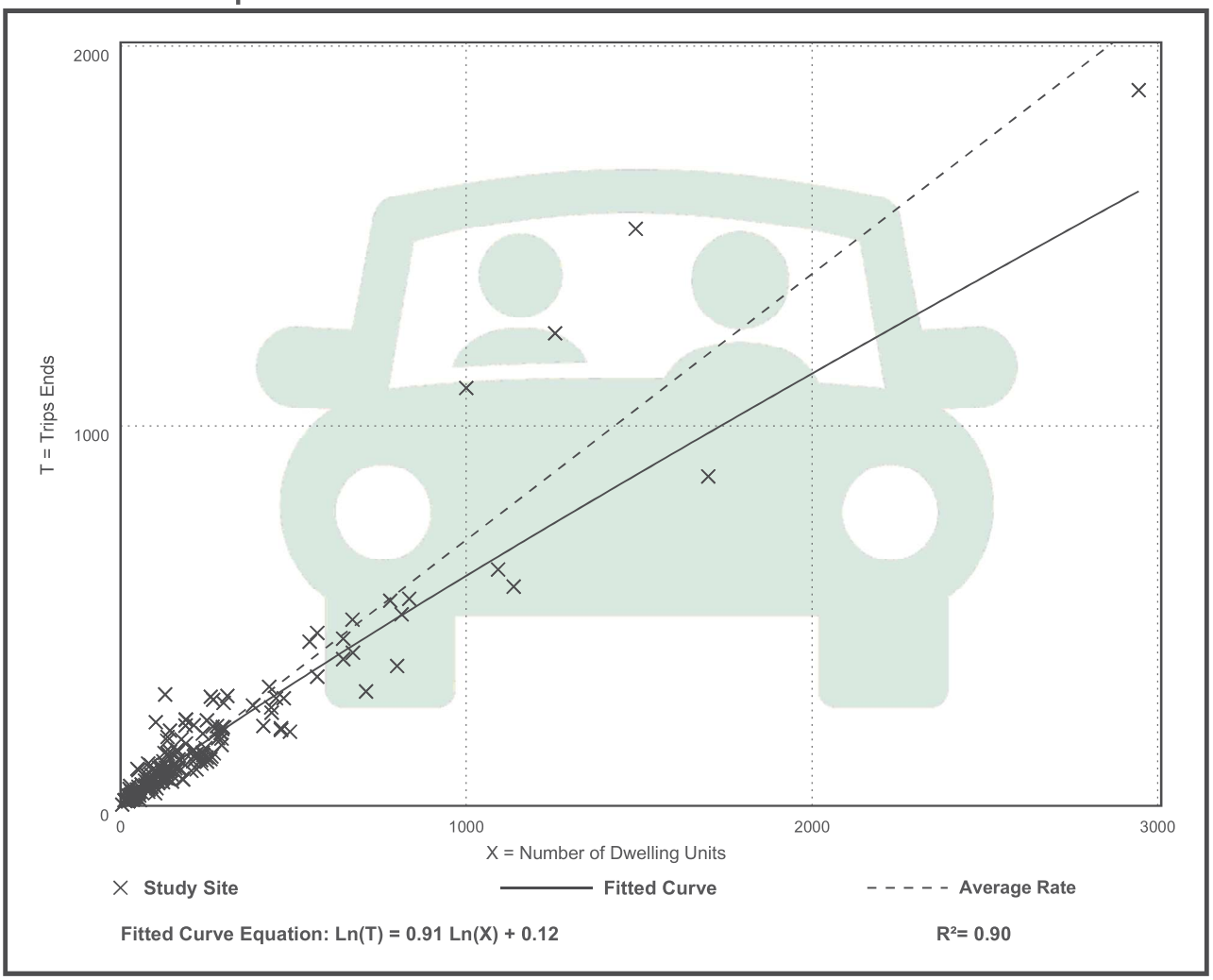
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



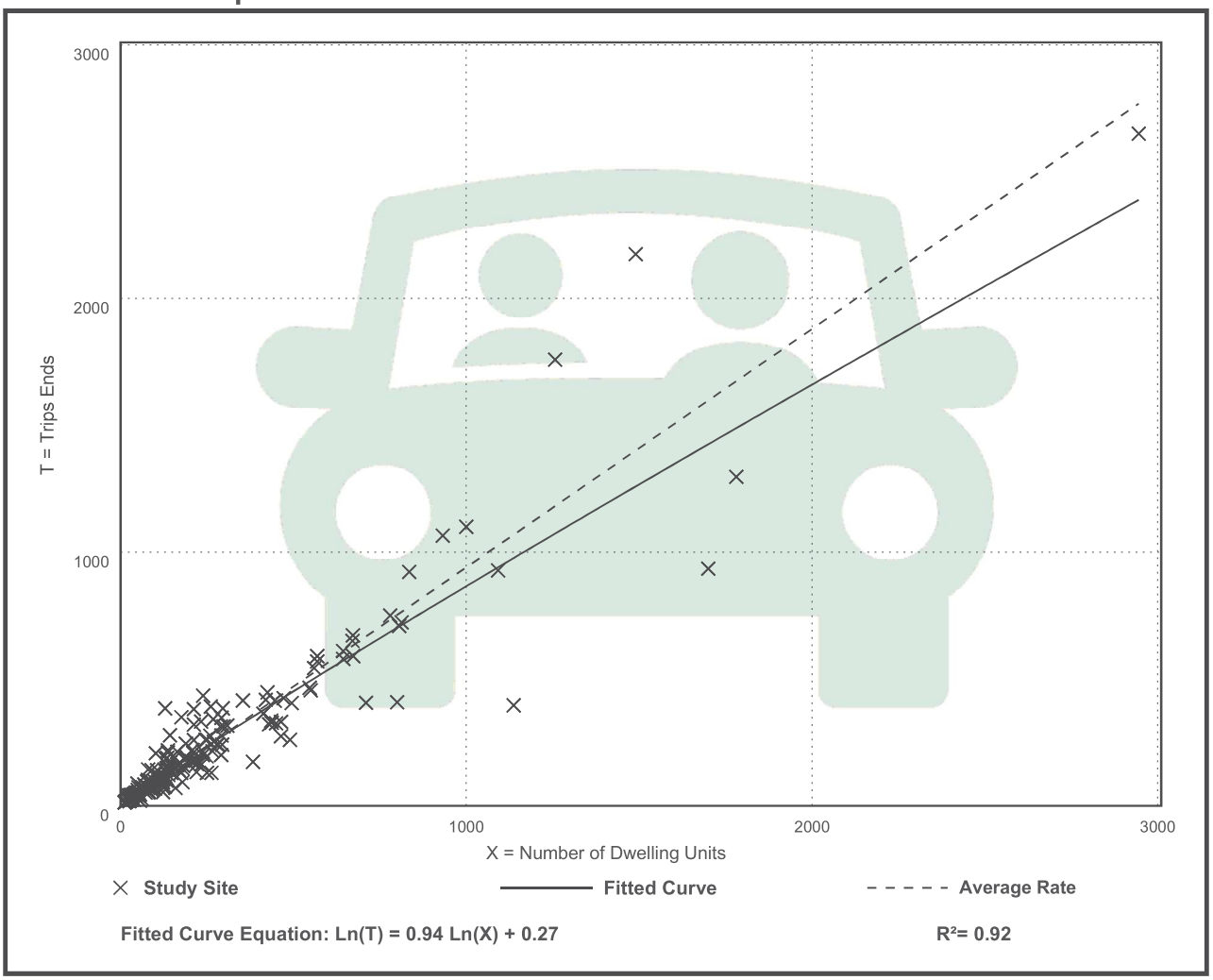
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.94 Ln(X) + 0.27

R^2= 0.92

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

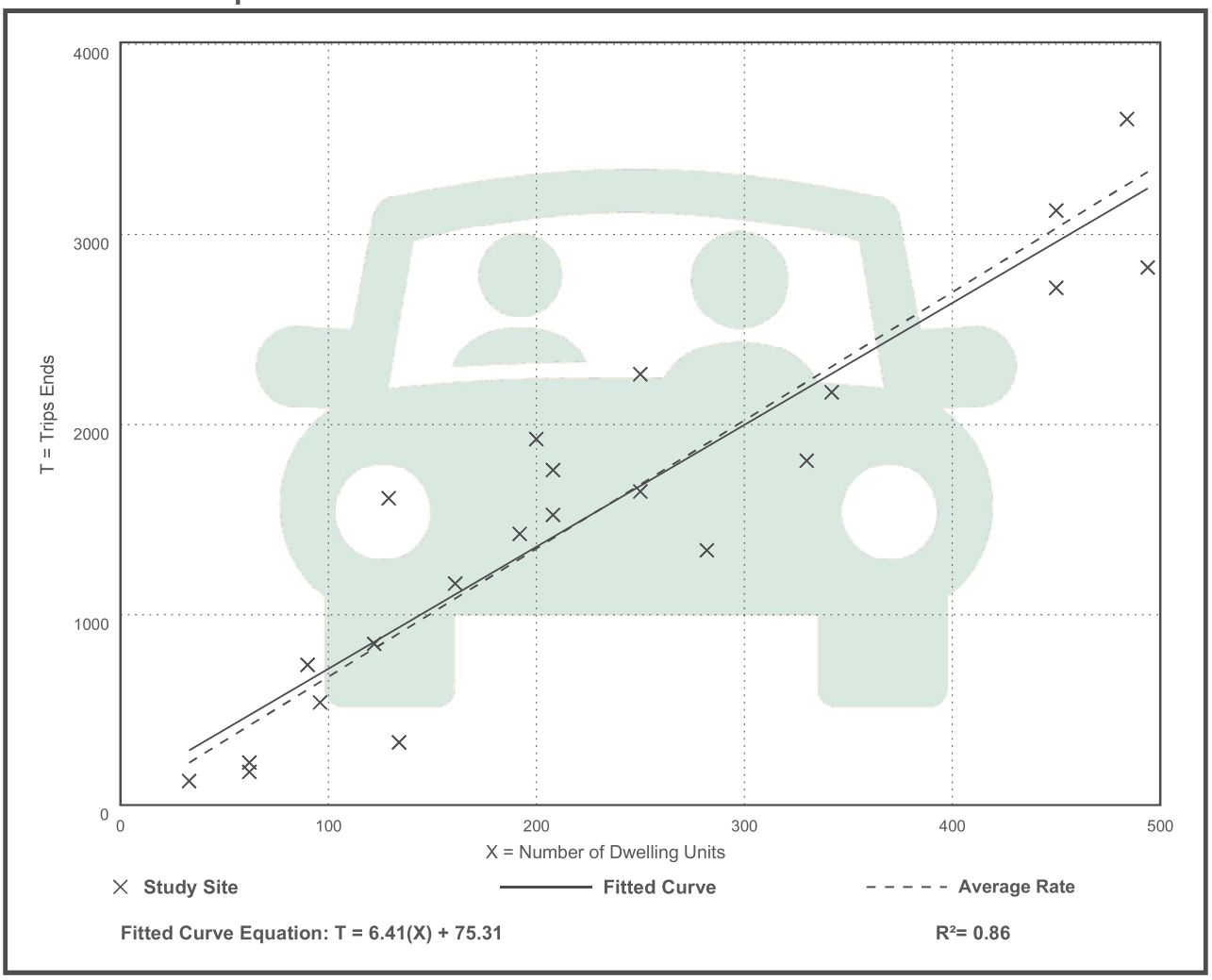
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

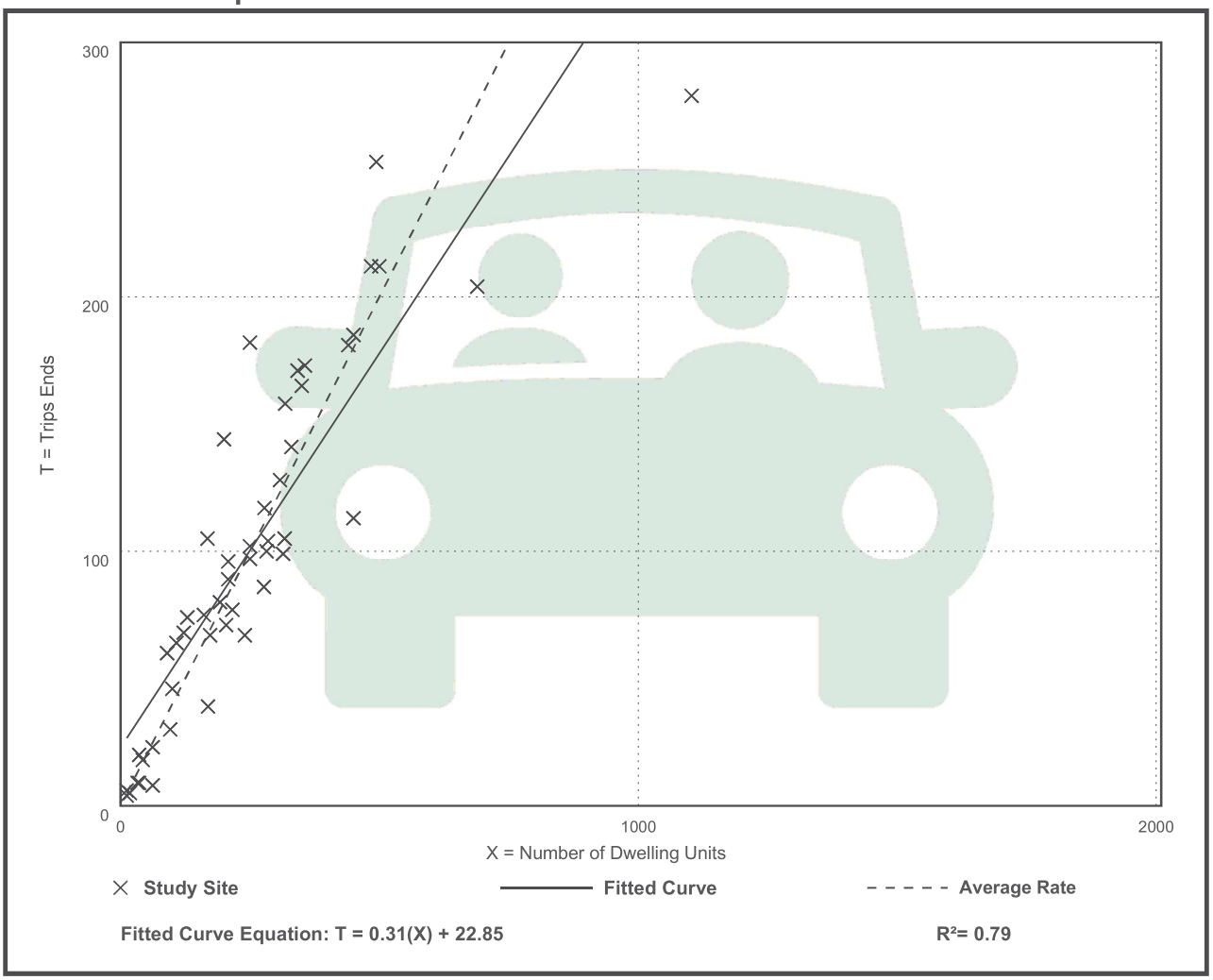
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



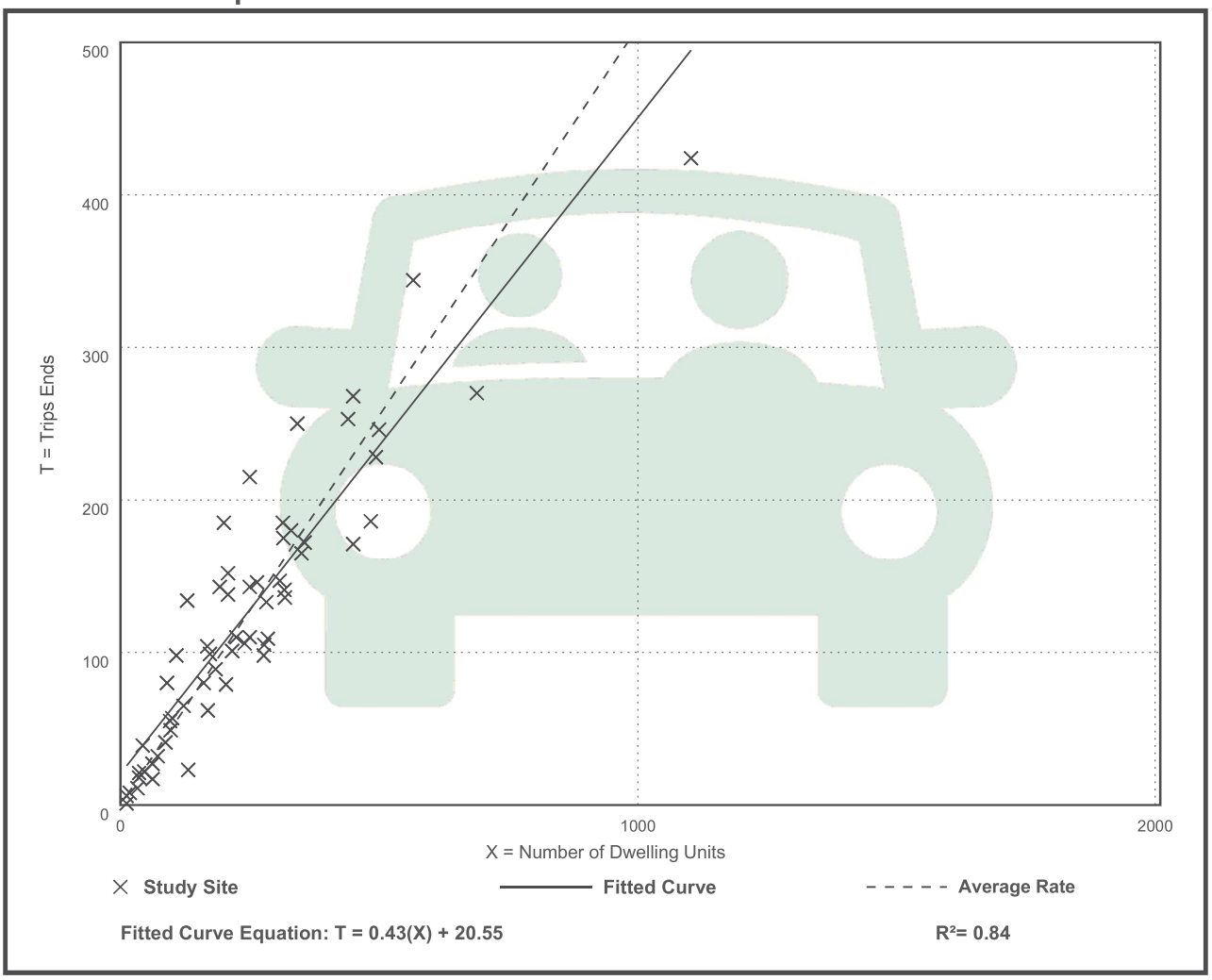
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



REDTAIL

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE
FLORIDA

Exhibit 2

1 OF 1

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3. EXISTING CONDITIONS

Orange Avenue is the major roadway serving as primary access to the project. It consists of a four (4) lane divided road in the project vicinity.

4. BACKGROUND TRAFFIC

The University of Florida's Bureau of Economic and Business Research (BEBR) from the College of Liberal Arts and Sciences calculates population projections for Florida and Its Counties. Table 3 includes the St. Lucie County BEBR growth rates for Year 2025 based on data included in the BEBR Bulletin 198 from January 2024. Exhibit 4 includes the applicable excerpts from the BEBR bulletin.

Table 3: 2025 UF-BEBR Growth Rate

County	BEBR Population Estimate April 1, 2023	BEBR Population Projections (April 1)		2025
		Range	2025	
St. Lucie	368,628	Low	362,300	-0.57%
		Medium	385,400	1.50%
		High	408,600	3.60%

In order to provide a conservative analysis, the BEBR medium growth rate (1.50%) was used in this analysis to determine background traffic on the transportation network.

College of Liberal Arts and Sciences
Bureau of Economic and Business Research

Florida Population Studies

BEBR
Volume 57, Bulletin 198
January 2024

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

Stefan Rayer, Population Program Director
Conor Comfort, Research Demographer

The Bureau of Economic and Business Research (BEBR) at the University of Florida has produced population projections for Florida and its counties since the 1970s. This report presents our 2024 set of projections and describes the methodology used to construct those projections. To account for uncertainty regarding future population growth, we publish three series of projections – low, medium, and high. We recommend using the medium series for most purposes; this series has historically provided the most accurate forecasts for Florida counties. It should be noted that these projections refer solely to the resident population of Florida; they do not include temporary or seasonal residents whose usual place of residence is in another jurisdiction.

State Projections

The starting point for the state-level projections was the decennial census count for April 1, 2020. Projections were made in one-year intervals using a cohort-component methodology in which births, deaths, and migration are projected separately for each age-sex cohort in Florida.

Survival rates were applied by single year of age and sex to project future deaths in the population. These rates were based on Florida Life Tables for 2012–2018, using mortality data published by the Office of Vital Statistics in the Florida Department of Health. We adjusted the survival rates for 2020–2028 to make them consistent with recent mortality trends, and to align the projected deaths with those from the State of Florida's Demographic Estimating Conference (DEC) held November 28, 2023. After 2028, we made small adjustments to the survival rates based on projected changes in survival rates released by the U.S. Census Bureau.

Domestic migration rates by age and sex were based on Public Use Microdata Sample (PUMS) files from the 2011–2019 American Community Survey (ACS) 1-year estimates and 2015–2019 ACS 5-year estimates. We calculated an average of those two sets of migration estimates; projections based on input data from more than one period tend to be more accurate than those based on a single period. By combining 1-year ACS estimates, which are more current, with 5-year ACS estimates, which are more stable, we make use of the different strengths of each type of ACS data.

We applied smoothing techniques to the migration rates by single year of age and sex to adjust for data irregularities caused by small sample sizes. The smoothed in- and out-migration rates were weighted to account for recent changes in Florida's population growth rates. Projections of domestic in-migration were made by applying weighted in-migration rates to the projected population of the United States (minus Florida), using the most recent set of national projections produced by the U.S. Census Bureau. Projections of out-migration were made by applying weighted out-migration rates to the Florida population. In both instances, rates were calculated separately for males and females for each age up to 90 and over.

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

County and State	Estimates April 1, 2023	Projections, April 1 2025	2030	2035	2040	2045	2050
MIAMI-DADE	2,768,954						
Low		2,673,300	2,663,100	2,630,800	2,587,800	2,543,600	2,501,800
Medium		2,814,000	2,910,500	2,981,000	3,035,500	3,083,200	3,127,200
High		2,954,700	3,157,900	3,331,300	3,483,200	3,622,700	3,752,700
MONROE	84,511						
Low		80,300	78,400	76,000	73,300	70,700	68,100
Medium		85,400	87,100	88,100	88,600	88,900	89,000
High		90,600	95,800	100,200	103,900	107,100	110,000
NASSAU	100,763						
Low		97,300	101,400	103,400	103,800	102,800	101,300
Medium		105,700	116,600	125,700	133,500	139,900	145,800
High		114,200	131,700	148,000	163,200	177,000	190,200
OKALOOSA	219,260						
Low		211,400	212,900	211,500	208,500	204,700	200,600
Medium		224,900	236,500	245,200	251,900	257,500	262,200
High		238,400	260,200	278,900	295,400	310,300	323,800
OKEECHOBEE	39,591						
Low		37,800	36,600	35,500	34,500	33,500	32,600
Medium		39,800	40,000	40,300	40,500	40,600	40,800
High		41,800	43,400	45,000	46,400	47,700	48,900
ORANGE	1,492,951						
Low		1,454,400	1,497,700	1,513,900	1,510,700	1,496,500	1,479,200
Medium		1,547,200	1,664,100	1,755,300	1,825,600	1,882,400	1,933,600
High		1,640,000	1,830,500	1,996,600	2,140,500	2,268,300	2,388,000
OSCEOLA	439,225						
Low		436,200	470,500	490,600	500,600	505,200	507,300
Medium		469,000	531,600	582,300	623,800	660,500	695,000
High		501,900	592,800	674,000	747,000	815,700	882,600
PALM BEACH	1,532,718						
Low		1,489,100	1,503,700	1,500,300	1,485,500	1,463,900	1,440,800
Medium		1,567,500	1,643,400	1,700,000	1,742,500	1,774,400	1,801,100
High		1,645,800	1,783,100	1,899,800	1,999,500	2,084,900	2,161,300
PASCO	610,743						
Low		598,400	624,100	640,000	644,400	644,100	642,200
Medium		636,600	693,400	742,100	778,700	810,200	839,500
High		674,800	762,800	844,100	913,000	976,300	1,036,700
PINELLAS	974,689						
Low		943,000	926,100	909,600	893,000	877,200	862,600
Medium		982,200	995,900	1,007,800	1,017,600	1,025,900	1,033,000
High		1,021,500	1,065,600	1,106,100	1,142,300	1,174,700	1,203,500
POLK	797,616						
Low		782,400	817,400	838,800	845,700	846,100	844,100
Medium		832,400	908,200	972,600	1,022,000	1,064,300	1,103,400
High		882,300	999,000	1,106,300	1,198,400	1,282,500	1,362,700
PUTNAM	75,906						
Low		72,600	71,000	69,000	66,900	65,100	63,500
Medium		76,400	77,600	78,100	78,500	79,000	79,400
High		80,300	84,200	87,300	90,100	92,800	95,300
ST. JOHNS	315,317						
Low		313,800	341,200	359,500	368,300	372,800	375,100
Medium		337,400	385,500	426,700	459,000	487,300	513,900
High		361,000	429,800	493,900	549,600	601,800	652,600
ST. LUCIE	368,628						
Low		362,300	381,600	394,000	400,600	404,500	406,000
Medium		385,400	423,900	456,800	484,200	508,800	530,700
High		408,600	466,300	519,600	567,700	613,100	655,400

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KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 1

Groups Printed- All Traffic

	Bent Creeck Dr NB			Orange Ave EB			Orange Ave WB			
Start Time	Left	Right	Ped	Thru	Right	UTurn	Left	Thru	UTurn	Int. Total
07:00 AM	7	4	0	122	1	0	1	140	0	275
07:15 AM	4	4	0	137	2	0	3	123	0	273
07:30 AM	6	0	2	190	2	0	0	167	0	367
07:45 AM	10	10	4	231	3	0	1	147	0	406
Total	27	18	6	680	8	0	5	577	0	1321
08:00 AM	10	5	0	192	2	0	3	143	1	356
08:15 AM	5	5	0	189	3	0	1	103	0	306
08:30 AM	7	6	0	179	6	0	2	111	0	311
08:45 AM	4	4	0	189	1	0	2	137	0	337
Total	26	20	0	749	12	0	8	494	1	1310
09:00 AM	4	5	1	132	0	0	2	118	0	262
09:15 AM	4	4	0	131	6	3	0	115	0	263
09:30 AM	5	3	1	139	1	0	1	116	0	266
09:45 AM	2	4	2	165	2	0	2	113	0	290
Total	15	16	4	567	9	3	5	462	0	1081
10:00 AM	6	4	0	117	1	0	0	100	0	228
10:15 AM	1	0	0	111	2	0	1	92	0	207
10:30 AM	3	5	0	144	6	0	0	131	0	289
10:45 AM	2	6	0	143	5	1	4	115	1	277
Total	12	15	0	515	14	1	5	438	1	1001
11:00 AM	3	3	0	136	5	0	3	106	0	256
11:15 AM	7	4	0	166	4	0	3	104	0	288
11:30 AM	6	3	0	134	4	1	0	122	0	270
11:45 AM	6	5	0	142	6	1	1	105	0	266
Total	22	15	0	578	19	2	7	437	0	1080
12:00 PM	6	6	0	151	10	0	3	159	0	335
12:15 PM	3	5	0	130	3	0	3	139	2	285
12:30 PM	3	8	0	149	5	0	4	155	0	324

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Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024

Groups Printed- All Traffic

	Bent Creeck Dr NB			Orange Ave EB			Orange Ave WB			
Start Time	Left	Right	Ped	Thru	Right	UTurn	Left	Thru	UTurn	Int. Total
12:45 PM	10	3	0	154	7	0	2	138	0	314
Total	22	22	0	584	25	0	12	591	2	1258
01:00 PM	7	6	0	143	4	0	0	172	0	332
01:15 PM	3	1	0	144	5	0	5	148	0	306
01:30 PM	1	3	0	157	3	0	2	144	0	310
01:45 PM	4	5	0	109	10	1	5	131	0	265
Total	15	15	0	553	22	1	12	595	0	1213
02:00 PM	4	8	0	141	3	0	3	165	0	324
02:15 PM	4	5	0	154	6	0	6	134	0	309
02:30 PM	4	5	0	131	3	0	5	124	0	272
02:45 PM	4	8	0	146	2	0	7	150	0	317
Total	16	26	0	572	14	0	21	573	0	1222
03:00 PM	3	5	0	121	2	0	4	133	0	268
03:15 PM	6	5	0	143	6	0	1	133	0	294
03:30 PM	4	6	0	140	4	1	3	158	0	316
03:45 PM	0	2	0	168	4	0	5	178	0	357
Total	13	18	0	572	16	1	13	602	0	1235
04:00 PM	6	7	0	150	6	0	1	187	0	357
04:15 PM	2	6	0	189	7	0	6	177	0	387
04:30 PM	4	4	0	182	4	0	11	178	0	383
04:45 PM	5	4	0	183	6	2	2	182	0	384
Total	17	21	0	704	23	2	20	724	0	1511
05:00 PM	5	5	0	193	7	3	6	197	0	416
05:15 PM	1	6	0	195	10	0	6	196	0	414
05:30 PM	3	5	0	179	9	1	5	181	1	384
05:45 PM	6	9	1	174	9	0	4	147	0	350
Total	15	25	1	741	35	4	21	721	1	1564
06:00 PM	3	5	0	125	5	0	5	153	0	296
06:15 PM	4	5	2	126	8	0	5	97	0	247

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Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 3

Groups Printed- All Traffic

	Bent Creeck Dr NB			Orange Ave EB			Orange Ave WB			
Start Time	Left	Right	Ped	Thru	Right	UTurn	Left	Thru	UTurn	Int. Total
06:30 PM	0	5	2	88	6	0	0	98	0	199
06:45 PM	3	2	0	103	7	0	1	91	0	207
Total	10	17	4	442	26	0	11	439	0	949
Grand Total	210	228	15	7257	223	14	140	6653	5	14745
Apprch %	46.4	50.3	3.3	96.8	3	0.2	2.1	97.9	0.1	
Total %	1.4	1.5	0.1	49.2	1.5	0.1	0.9	45.1	0	

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.93

WEEK	DATES	SF	PSCF
1	01/01/2023 - 01/07/2023	1.00	1.08
2	01/08/2023 - 01/14/2023	0.98	1.05
* 3	01/15/2023 - 01/21/2023	0.95	1.02
* 4	01/22/2023 - 01/28/2023	0.94	1.01
* 5	01/29/2023 - 02/04/2023	0.93	1.00
* 6	02/05/2023 - 02/11/2023	0.92	0.99
* 7	02/12/2023 - 02/18/2023	0.91	0.98
* 8	02/19/2023 - 02/25/2023	0.91	0.98
* 9	02/26/2023 - 03/04/2023	0.92	0.99
*10	03/05/2023 - 03/11/2023	0.92	0.99
*11	03/12/2023 - 03/18/2023	0.92	0.99
*12	03/19/2023 - 03/25/2023	0.93	1.00
*13	03/26/2023 - 04/01/2023	0.94	1.01
*14	04/02/2023 - 04/08/2023	0.95	1.02
*15	04/09/2023 - 04/15/2023	0.96	1.03
16	04/16/2023 - 04/22/2023	0.97	1.04
17	04/23/2023 - 04/29/2023	0.98	1.05
18	04/30/2023 - 05/06/2023	0.98	1.05
19	05/07/2023 - 05/13/2023	0.99	1.06
20	05/14/2023 - 05/20/2023	1.00	1.08
21	05/21/2023 - 05/27/2023	1.01	1.09
22	05/28/2023 - 06/03/2023	1.02	1.10
23	06/04/2023 - 06/10/2023	1.03	1.11
24	06/11/2023 - 06/17/2023	1.04	1.12
25	06/18/2023 - 06/24/2023	1.05	1.13
26	06/25/2023 - 07/01/2023	1.06	1.14
27	07/02/2023 - 07/08/2023	1.06	1.14
28	07/09/2023 - 07/15/2023	1.07	1.15
29	07/16/2023 - 07/22/2023	1.07	1.15
30	07/23/2023 - 07/29/2023	1.07	1.15
31	07/30/2023 - 08/05/2023	1.06	1.14
32	08/06/2023 - 08/12/2023	1.06	1.14
33	08/13/2023 - 08/19/2023	1.06	1.14
34	08/20/2023 - 08/26/2023	1.06	1.14
35	08/27/2023 - 09/02/2023	1.07	1.15
36	09/03/2023 - 09/09/2023	1.07	1.15
37	09/10/2023 - 09/16/2023	1.07	1.15
38	09/17/2023 - 09/23/2023	1.06	1.14
39	09/24/2023 - 09/30/2023	1.06	1.14
40	10/01/2023 - 10/07/2023	1.05	1.13
41	10/08/2023 - 10/14/2023	1.05	1.13
42	10/15/2023 - 10/21/2023	1.04	1.12
43	10/22/2023 - 10/28/2023	1.04	1.12
44	10/29/2023 - 11/04/2023	1.03	1.11
45	11/05/2023 - 11/11/2023	1.03	1.11
46	11/12/2023 - 11/18/2023	1.02	1.10
47	11/19/2023 - 11/25/2023	1.02	1.10
48	11/26/2023 - 12/02/2023	1.01	1.09
49	12/03/2023 - 12/09/2023	1.01	1.09
50	12/10/2023 - 12/16/2023	1.00	1.08
51	12/17/2023 - 12/23/2023	0.98	1.05
52	12/24/2023 - 12/30/2023	0.97	1.04
53	12/31/2023 - 12/31/2023	0.95	1.02

* PEAK SEASON

09-MAR-2024 18:41:41 830UPD 4_9401_PKSEASON.TXT

Millcreek PD - Orange Ave & Bent Creek Dr

06/20/2024 Field Counts

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
07:00 AM to 08:00 AM	0	680	8	5	577	0	27	0	18	0	0	0
08:00 AM to 09:00 AM	0	749	12	8	494	0	26	0	20	0	0	0
09:00 AM to 10:00 AM	3	567	9	5	462	0	15	0	16	0	0	0
10:00 AM to 11:00 AM	1	515	14	5	438	0	12	0	15	0	0	0
11:00 AM to 12:00 PM	2	578	19	7	437	0	22	0	15	0	0	0
12:00 PM to 01:00 PM	0	584	25	12	591	0	22	0	22	0	0	0
01:00 PM to 02:00 PM	1	553	22	12	595	0	15	0	15	0	0	0
02:00 PM to 03:00 PM	0	572	14	21	573	0	16	0	26	0	0	0
03:00 PM to 04:00 PM	1	572	16	13	602	0	13	0	18	0	0	0
04:00 PM to 05:00 PM	2	704	23	20	724	0	17	0	21	0	0	0
05:00 PM to 06:00 PM	4	741	35	21	721	0	15	0	25	0	0	0
06:00 PM to 07:00 PM	0	442	26	11	439	0	10	0	17	0	0	0

Millcreek PD - Orange Ave & Bent Creek Dr

Signal Warrant Volumes - 2027 Project Buildout

		Trip Generation	Two-Way	One-Way	Traffic Assignment				
Single Family	130 DUs	Ln(T) = 0.92 Ln(X) + 2.68	1,285 ADTs	643 ADTs	EBL/SBR	50%		EBR/NBL	50%
Townhomes	313 DUs	T = 6.41(X) + 75.31	2,082 ADTs	1,041 ADTs					

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use					Single Family Homes				Townhomes			
	Single Family		Townhomes		EBL	WBR	SBL	SBR	EBL	WBR	SBL	SBR
	Entering	Exiting	Entering	Exiting								
07:00 AM to 08:00 AM	3.2%	10.2%	2.6%	12.9%	10	10	33	33	14	14	67	67
08:00 AM to 09:00 AM	3.7%	8.6%	4.0%	9.1%	12	12	28	28	21	21	47	47
09:00 AM to 10:00 AM	3.2%	5.4%	3.9%	7.2%	10	10	17	17	20	20	37	37
10:00 AM to 11:00 AM	4.2%	5.4%	3.9%	4.7%	14	14	17	17	20	20	24	24
11:00 AM to 12:00 PM	5.4%	5.1%	4.9%	5.5%	17	17	16	16	26	26	29	29
12:00 PM to 01:00 PM	5.5%	5.6%	5.6%	5.4%	18	18	18	18	29	29	28	28
01:00 PM to 02:00 PM	6.0%	5.9%	4.8%	4.9%	19	19	19	19	25	25	26	26
02:00 PM to 03:00 PM	7.0%	6.2%	5.9%	6.0%	23	23	20	20	31	31	31	31
03:00 PM to 04:00 PM	8.5%	6.0%	8.3%	5.2%	27	27	19	19	43	43	27	27
04:00 PM to 05:00 PM	10.5%	7.5%	10.0%	5.1%	34	34	24	24	52	52	27	27
05:00 PM to 06:00 PM	10.3%	7.4%	11.4%	6.7%	33	33	24	24	59	59	35	35
06:00 PM to 07:00 PM	8.6%	5.9%	9.5%	6.3%	28	28	19	19	49	49	33	33

Area Growth Rate	1.50%

Years	3

PSF	1.13

Millcreek PD - 2027 Buildout

	Orange Ave EB			Orange Ave WB			Bent Creek Dr NB			Millcreek PD SB		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
07:00 AM to 08:00 AM	24	803	8	5	682	24	27	0	18	100	0	100
08:00 AM to 09:00 AM	33	885	12	8	584	33	26	0	20	75	0	75
09:00 AM to 10:00 AM	30	670	9	5	546	30	15	0	16	54	0	54
10:00 AM to 11:00 AM	34	609	14	5	518	34	12	0	15	41	0	41
11:00 AM to 12:00 PM	43	683	19	7	516	43	22	0	15	45	0	45
12:00 PM to 01:00 PM	47	690	25	12	698	47	22	0	22	46	0	46
01:00 PM to 02:00 PM	44	653	22	12	703	44	15	0	15	45	0	45
02:00 PM to 03:00 PM	54	676	14	21	677	54	16	0	26	51	0	51
03:00 PM to 04:00 PM	70	676	16	13	711	70	13	0	18	46	0	46
04:00 PM to 05:00 PM	86	832	23	20	855	86	17	0	21	51	0	51
05:00 PM to 06:00 PM	92	876	35	21	852	92	15	0	25	59	0	59
06:00 PM to 07:00 PM	77	522	26	11	519	77	10	0	17	52	0	52
	634	8575	223	140	7861	634	210	0	228	665	0	665

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use		
Source: ITE *Trip Generation Manual* , 10th Edition		
Land Use Code	210	
Land Use	Single-Family Detached Housing	
Setting	General Urban/Suburban	
Time Period	Weekday	
Trip Type	Vehicle	
# Data Sites	6	
	% of 24-Hour Traffic	
Time	Entering	Exiting
12-1 AM	0.5	0.2
1-2 AM	0.2	0.2
2-3 AM	0.2	0
3-4 AM	0.2	0.2
4-5 AM	0.3	0.8
5-6 AM	0.5	2.0
6-7 AM	1.6	5.9
7-8 AM	3.2	10.2
8-9 AM	3.7	8.6
9-10 AM	3.2	5.4
10-11 AM	4.2	5.4
11-12 PM	5.4	5.1
12-1 PM	5.5	5.6
1-2 PM	6.0	5.9
2-3 PM	7.0	6.2
3-4 PM	8.5	6.0
4-5 PM	10.5	7.5
5-6 PM	10.3	7.4
6-7 PM	8.6	5.9
7-8 PM	6.2	4.3
8-9 PM	6.3	3.1
9-10 PM	4.5	2.4
10-11 PM	2.2	1.1
11-12 AM	1.3	0.7

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual* , 10th Edition

Land Use Code	220			
Land Use	Multifamily Housing (Low-Rise)			
Setting	General Urban/Suburban		Dense Multi-Use Urban	
Time Period	Weekday		Weekday	
Trip Type	Vehicle		Vehicle	
# Data Sites	9		1	
	% of 24-Hour Traffic		% of 24-Hour Traffic	
Time	Entering	Exiting	Entering	Exiting
12-1 AM	0.7	0.3	1.6	0
1-2 AM	0.4	0.1	0.4	0
2-3 AM	0.3	0.3	0.0	0
3-4 AM	0.3	0.4	0.0	0.4
4-5 AM	0.4	1.0	0.4	1.6
5-6 AM	0.1	2.6	0.4	2.7
6-7 AM	1.1	5.8	1.6	8.6
7-8 AM	2.6	12.9	6.2	14.5
8-9 AM	4.0	9.1	3.5	7.5
9-10 AM	3.9	7.2	3.9	3.9
10-11 AM	3.9	4.7	3.5	3.9
11-12 PM	4.9	5.5	2.3	2.7
12-1 PM	5.6	5.4	4.7	3.5
1-2 PM	4.8	4.9	3.1	5.9
2-3 PM	5.9	6.0	6.2	5.9
3-4 PM	8.3	5.2	7.0	5.1
4-5 PM	10.0	5.1	7.4	5.5
5-6 PM	11.4	6.7	7.0	7.1
6-7 PM	9.5	6.3	10.9	5.5
7-8 PM	7.1	4.3	6.2	4.7
8-9 PM	5.7	3.5	7.8	2.4
9-10 PM	4.7	1.4	7.8	5.1
10-11 PM	2.9	1.0	4.7	2.7
11-12 AM	1.5	0.4	3.5	0.8

HCS Warrants Report

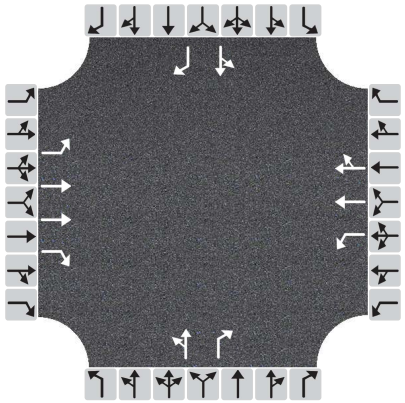
Project Information

Analyst	JF	Date	06/24/24
Agency	JFO	Analysis Year	2024
Jurisdiction	FDOT	Time Period Analyzed	7 AM - 7 PM
Project Description	Millcreek PD		

General

Major Street Direction	East-West	Population < 10,000	No
Starting Time Interval	7	Coordinated Signal System	No
Median Type	Divided	Crashes (crashes/year)	0
Major Street Speed (mi/h)	39	Adequate Trials of Crash Exp. Alt.	No
Nearest Signal (ft)	1550		

Geometry and Traffic



Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Number of Lanes, N	1	2	1	1	2	0	0	1	1	0	1	1
Lane Usage	L	T	R	L	TR			LT	R		LT	R
Vehicle Volumes Averages (veh/h)	52	714	18	11	655	52	17	0	19	55	0	55
Pedestrian Averages (peds/h)	0			0			0			0		
Gap Averages (gaps/h)	0			0			0			0		
Delay Averages (s/veh)	0.0			0.0			0.0			0.0		
Delay Averages (veh-hrs)	0.0			0.0			0.0			0.0		

School Crossing and Roadway Network

Number of Students in Highest Hour	0	Two or More Major Routes	No
Number of Adequate Gaps in Period	0	Weekend Counts	No
Number of Minutes in Period	0	5-year Growth Factor (%)	0

Railroad Crossing

Grade Crossing Approach	None	Rail Traffic (trains/day)	0
Highest Volume Hour with Trains	Unknown	High Occupancy Buses (%)	0
Distance to Stop Line (ft)	-	Tractor-Trailer Trucks (%)	2

Volume Summary

Hour	Major Volume	Minor Volume	Total Volume	Peds/h	Gaps/h	1A (100%)	1A (80%)	1B (100%)	1B (80%)	2 (100%)	3A (100%)	3B (80%)	4A (70%)	4B (56%)
07 - 08	1546	200	1791	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
08 - 09	1555	150	1751	0	0	No	No	Yes	Yes	Yes	No	No	No	No
09 - 10	1290	108	1429	0	0	No	No	Yes	Yes	No	No	No	No	No
10 - 11	1214	82	1323	0	0	No	No	No	Yes	No	No	No	No	No
11 - 12	1311	90	1438	0	0	No	No	No	Yes	No	No	No	No	No
12 - 13	1519	92	1655	0	0	No	No	No	Yes	No	No	No	No	No
13 - 14	1478	90	1598	0	0	No	No	No	Yes	No	No	No	No	No
14 - 15	1496	102	1640	0	0	No	No	Yes	Yes	No	No	No	No	No
15 - 16	1556	92	1679	0	0	No	No	No	Yes	No	No	No	No	No
16 - 17	1902	102	2042	0	0	No	No	Yes	Yes	No	No	No	No	No
17 - 18	1968	118	2126	0	0	No	No	Yes	Yes	Yes	No	No	No	No
18 - 19	1232	104	1363	0	0	No	No	Yes	Yes	No	No	No	No	No
Total	18067	1330	19835	0	0	1	1	7	12	3	0	1	0	0

Warrants

Warrant 1: Eight-Hour Vehicular Volume	
A. Minimum Vehicular Volumes (Both major approaches --and-- higher minor approach) --or--	
B. Interruption of Continuous Traffic (Both major approaches --and-- higher minor approach) --or--	
80% Vehicular --and-- Interruption Volumes (Both major approaches --and-- higher minor approach)	
Warrant 2: Four-Hour Vehicular Volume	
Four-Hour Vehicular Volume (Both major approaches --and-- higher minor approach)	
Warrant 3: Peak Hour	✓
A. Peak-Hour Conditions (Minor delay -- and-- minor volume --and-- total volume) --or--	
B. Peak-Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)	✓
Warrant 4: Pedestrian Volume	
A. Four Hour Volumes --or--	
B. One-Hour Volumes	
Warrant 5: School Crossing	
Gaps Same Period --and--	
Student Volumes	
Nearest Traffic Control Signal (optional)	✓
Warrant 6: Coordinated Signal System	
Degree of Platooning (Predominant direction or both directions)	
Warrant 7: Crash Experience	
A. Adequate trials of alternatives, observance and enforcement failed --and--	
B. Reported crashes susceptible to correction by signal (12-month period) --and--	
C. 80% Volumes for Warrants 1A, 1B, --or-- 4 are satisfied	✓
Warrant 8: Roadway Network	
A. Weekday Volume (Peak hour total --and-- projected warrants 1, 2, or 3) --or--	
B. Weekend Volume (Five hours total)	
Warrant 9: Grade Crossing	
A. Grade Crossing within 140 ft --and--	
B. Peak-Hour Vehicular Volumes	

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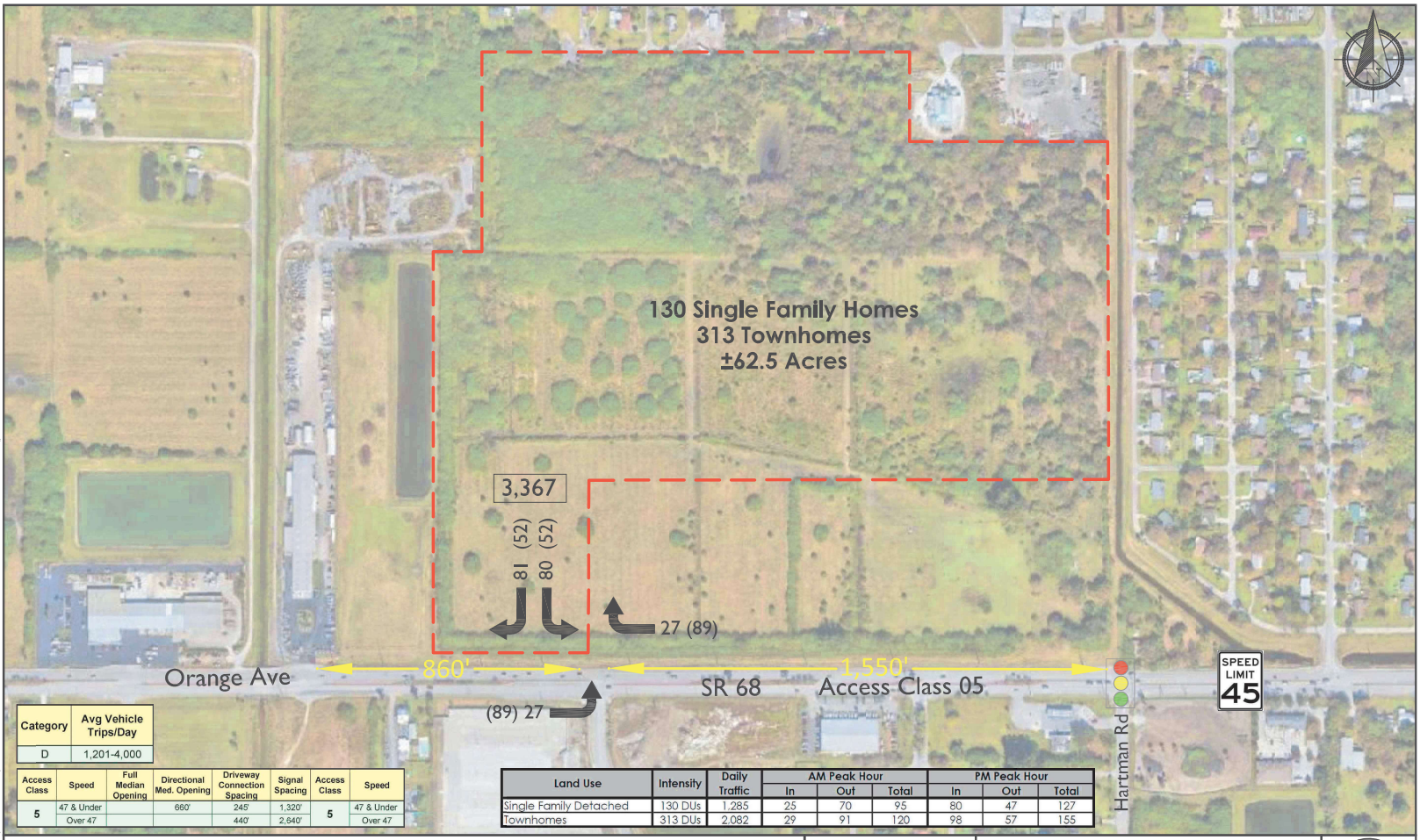


Category	Avg Vehicle Trips/Day
D	1,201-4,000

Access Class	Speed	Full Median Opening	Directional Med. Opening	Driveway Connection Spacing	Signal Spacing	Access Class	Speed
5	47 & Under		660'	245'	1,320'	5	47 & Under
	Over 47			440'	2,640'		Over 47

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	130 DUs	1,285	25	70	95	80	47	127
Townhomes	313 DUs	2,082	29	91	120	98	57	155

Millcreek PD

Orange Avenue (SR 68)

2024-05-23

LEGEND

AM Peak Hour = XX
PM Peak Hour = (XY)
Daily = [YY]

JFO GROUP INC
Traffic Engineering • Transportation Planning
www.jfogroupinc.com

Intersection Volume Development

Orange Ave (SR 68) & Bent Creek Dr
Millcreek PD

Input Data

GR	=	1.50%
Peak Season	=	1.13
Traffic Count Year	=	2024
Buildout Year	=	2027
Years	=	3

AM Peak Hour		PM Peak Hour		Millcreek PD
In	Out	In	Out	
54	161	178	104	130 Townhomes 313 Single Family

AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume 20-Jun-24	0	802	10	6	560	-	31	-	20	-	-	-
Existing Peak Hour Conditions	**0**	**906**	**11**	**7**	**633**	**-**	**35**	**-**	**23**	**-**	**-**	**-**
2027 Historic Growth	0	947	12	7	662	-	37	-	24	-	-	-
% Project Traffic	50%	-	-	-	-	50%	-	-	-	50%	-	50%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	27	-	-	-	-	27	-	-	-	80	-	81
2027 Future Conditions with Build	**27**	**947**	**12**	**7**	**662**	**27**	**37**	**0**	**24**	**80**	**0**	**81**

PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume 20-Jun-24	6	750	32	20	756	-	14	-	20	-	-	-
Existing Peak Hour Conditions	**7**	**848**	**36**	**23**	**854**	**-**	**16**	**-**	**23**	**-**	**-**	**-**
2027 Historic Growth	7	887	38	24	893	-	17	-	24	-	-	-
% Project Traffic	50%	-	-	-	-	50%	-	-	-	50%	-	50%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	89	-	-	-	-	89	-	-	-	52	-	52
2027 Future Conditions with Build	**96**	**887**	**38**	**24**	**893**	**89**	**17**	**0**	**24**	**52**	**0**	**52**

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	947	12	7	662	27	37	0	24	80	0	81
Future Volume (vph)	27	947	12	7	662	27	37	0	24	80	0	81
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		0	230		230	0		0	0		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	50			50			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.994			0.850			0.850	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	3518	0	1770	1583	0	1770	1583	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	3518	0	1770	1583	0	1770	1583	0
Link Speed (mph)		45			45			30			30	
Link Distance (ft)		413			432			605			232	
Travel Time (s)		16.3			20.2			8.3			5.3	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	28	997	13	7	697	28	39	0	25	84	0	85
Shared Lane Traffic (%)												
Lane Group Flow (vph)	28	997	13	7	725	0	39	25	0	84	85	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		16			16			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	43.9%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	6.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	27	947	12	7	662	27	37	0	24	80	0	81
Future Vol, veh/h	27	947	12	7	662	27	37	0	24	80	0	81
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	0	230	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	28	997	13	7	697	28	39	0	25	84	0	85

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	725	0	0	1009	0	0	1417	1794	498	1281	1792	363
Stage 1	-	-	-	-	-	-	1054	1054	-	726	726	-
Stage 2	-	-	-	-	-	-	363	740	-	555	1066	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	873	-	-	682	-	-	97	80	517	123	80	634
Stage 1	-	-	-	-	-	-	242	301	-	382	428	-
Stage 2	-	-	-	-	-	-	628	421	-	483	297	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	873	-	-	682	-	-	81	76	517	112	76	634
Mov Cap-2 Maneuver	-	-	-	-	-	-	81	76	-	112	76	-
Stage 1	-	-	-	-	-	-	234	291	-	378	423	-
Stage 2	-	-	-	-	-	-	538	417	-	445	287	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.25	0.1	56.99	55.69
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	81	517	873	-	-	682	-	-	112	634
HCM Lane V/C Ratio	0.484	0.049	0.033	-	-	0.011	-	-	0.755	0.134
HCM Control Delay (s/veh)	86	12.3	9.3	-	-	10.3	-	-	100.4	11.6
HCM Lane LOS	F	B	A	-	-	B	-	-	F	B
HCM 95th %tile Q(veh)	2	0.2	0.1	-	-	0	-	-	4.2	0.5

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	96	887	38	24	893	89	17	0	24	52	0	52
Future Volume (vph)	96	887	38	24	893	89	17	0	24	52	0	52
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		0	230		230	0		0	0		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	50			50			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.986			0.850			0.850	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	3490	0	1770	1583	0	1770	1583	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	3490	0	1770	1583	0	1770	1583	0
Link Speed (mph)		45			45			30			30	
Link Distance (ft)		413			432			605			232	
Travel Time (s)		16.3			20.2			8.3			5.3	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	101	934	40	25	940	94	18	0	25	55	0	55
Shared Lane Traffic (%)												
Lane Group Flow (vph)	101	934	40	25	1034	0	18	25	0	55	55	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		16			16			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.4%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	10

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	96	887	38	24	893	89	17	0	24	52	0	52
Future Vol, veh/h	96	887	38	24	893	89	17	0	24	52	0	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	0	230	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	101	934	40	25	940	94	18	0	25	55	0	55

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1034	0	0	974	0	0	1656	2220	467	1706	2213	517
Stage 1	-	-	-	-	-	-	1136	1136	-	1037	1037	-
Stage 2	-	-	-	-	-	-	521	1084	-	669	1176	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	668	-	-	704	-	-	64	43	543	59	43	503
Stage 1	-	-	-	-	-	-	215	275	-	247	306	-
Stage 2	-	-	-	-	-	-	507	291	-	413	263	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	668	-	-	704	-	-	47	35	543	~ 46	35	503
Mov Cap-2 Maneuver	-	-	-	-	-	-	47	35	-	~ 46	35	-
Stage 1	-	-	-	-	-	-	183	234	-	238	295	-
Stage 2	-	-	-	-	-	-	436	281	-	334	224	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.07	0.25	57.99	173.97
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	47	543	668	-	-	704	-	-	46	503
HCM Lane V/C Ratio	0.381	0.047	0.151	-	-	0.036	-	-	1.19	0.109
HCM Control Delay (s/veh)	123	12	11.3	-	-	10.3	-	-	$ 334.9	13
HCM Lane LOS	F	B	B	-	-	B	-	-	F	B
HCM 95th %tile Q(veh)	1.3	0.1	0.5	-	-	0.1	-	-	5.1	0.4

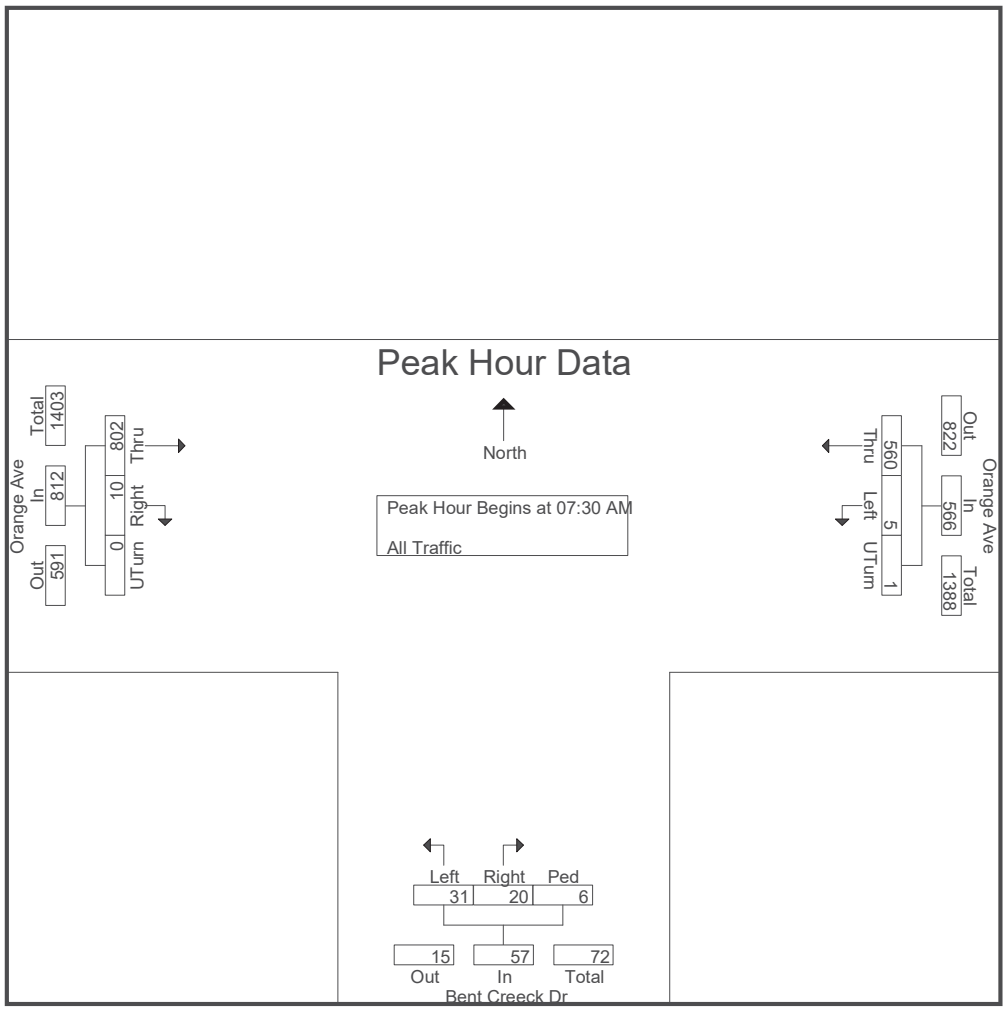
Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 4

	Bent Creeck Dr NB				Orange Ave EB				Orange Ave WB				
Start Time	Left	Right	Ped	App. Total	Thru	Right	UTurn	App. Total	Left	Thru	UTurn	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:30 AM													
07:30 AM	6	0	2	8	190	2	0	192	0	167	0	167	367
07:45 AM	10	10	4	24	231	3	0	234	1	147	0	148	406
08:00 AM	10	5	0	15	192	2	0	194	3	143	1	147	356
08:15 AM	5	5	0	10	189	3	0	192	1	103	0	104	306
Total Volume	31	20	6	57	802	10	0	812	5	560	1	566	1435
% App. Total	54.4	35.1	10.5		98.8	1.2	0		0.9	98.9	0.2		
PHF	.775	.500	.375	.594	.868	.833	.000	.868	.417	.838	.250	.847	.884

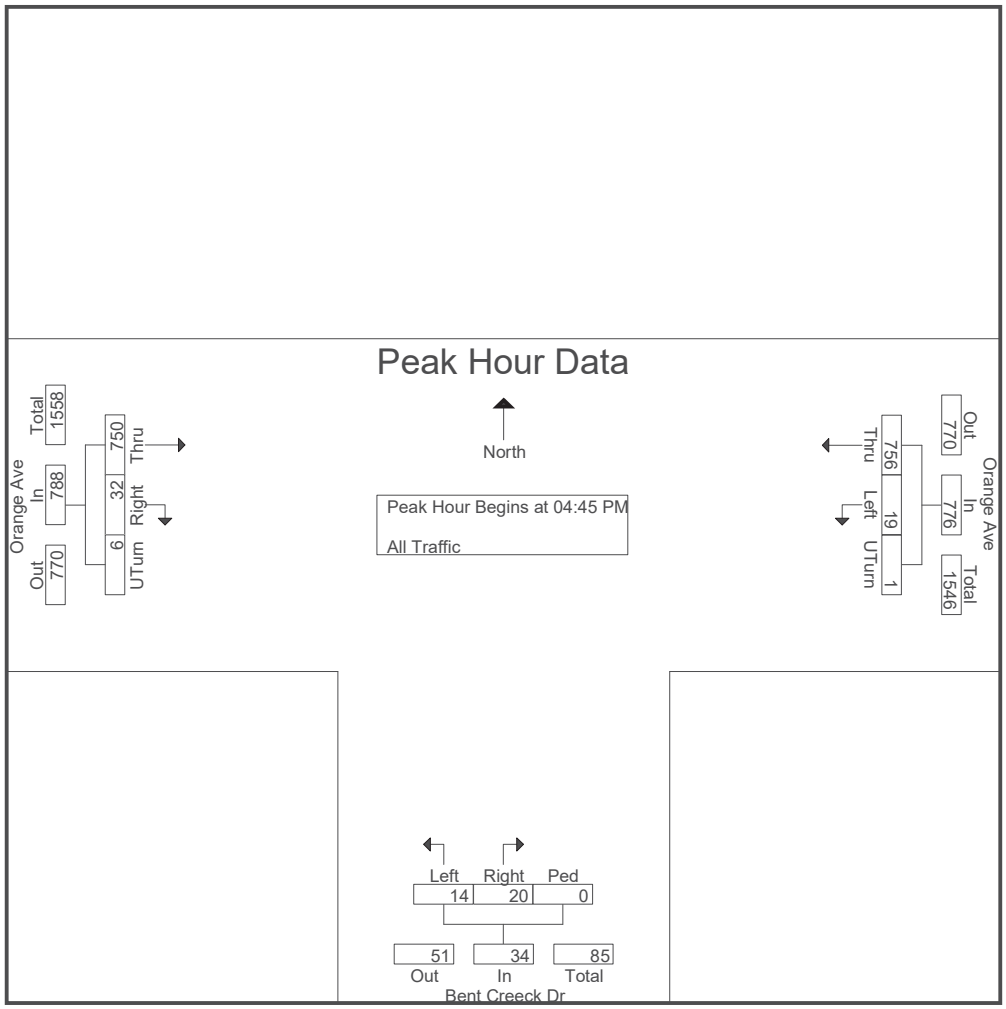


KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

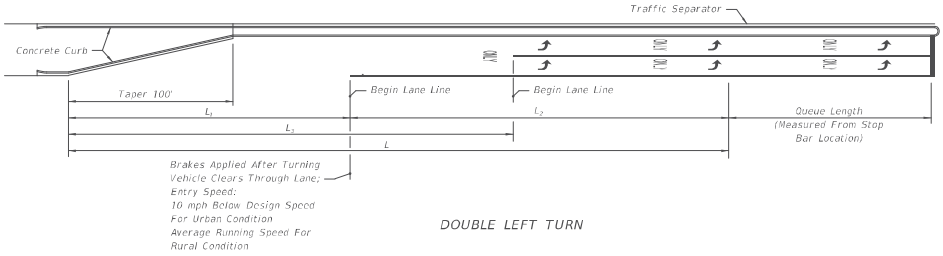
Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 6

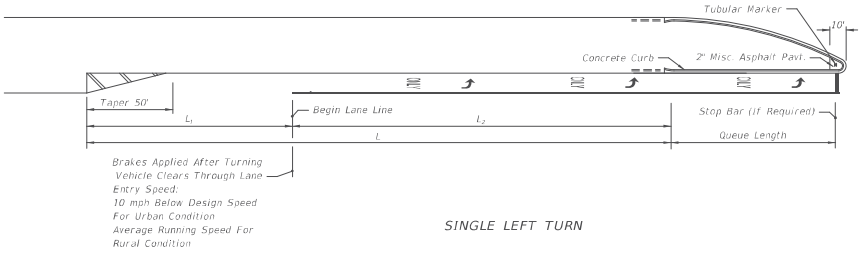
	Bent Creeck Dr NB				Orange Ave EB				Orange Ave WB				
Start Time	Left	Right	Ped	App. Total	Thru	Right	UTurn	App. Total	Left	Thru	UTurn	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:45 PM													
04:45 PM	5	4	0	9	183	6	2	191	2	182	0	184	384
05:00 PM	5	5	0	10	193	7	3	203	6	197	0	203	416
05:15 PM	1	6	0	7	195	10	0	205	6	196	0	202	414
05:30 PM	3	5	0	8	179	9	1	189	5	181	1	187	384
Total Volume	14	20	0	34	750	32	6	788	19	756	1	776	1598
% App. Total	41.2	58.8	0		95.2	4.1	0.8		2.4	97.4	0.1		
PHF	.700	.833	.000	.850	.962	.800	.500	.961	.792	.959	.250	.956	.960



MEDIAN TURN LANES
MINIMUM DECELERATION LENGTHS



DOUBLE LEFT TURN



SINGLE LEFT TURN

MEDIAN TURN LANES								
			URBAN CONDITIONS			RURAL CONDITIONS		
Design Speed (mph)	Entry Speed (mph)	Clearance Distance L_1 (ft.)	Brake To Stop Distance L_2 (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L_3 (ft.)	Brake To Stop Distance L_2 (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L_3 (ft.)
35	25	70	75	145	110	——	——	——
40	30	80	75	155	120	——	——	——
45	35	85	100	**185**	135	——	——	——
50	40/44	105	135	240	160	185	290	160
55	48	125	——	——	——	225	350	195
60	52	145	——	——	——	260	405	230
65	55	170	——	——	——	290	460	270

NOT TO SCALE

EXHIBIT 212-1
01/01/2022

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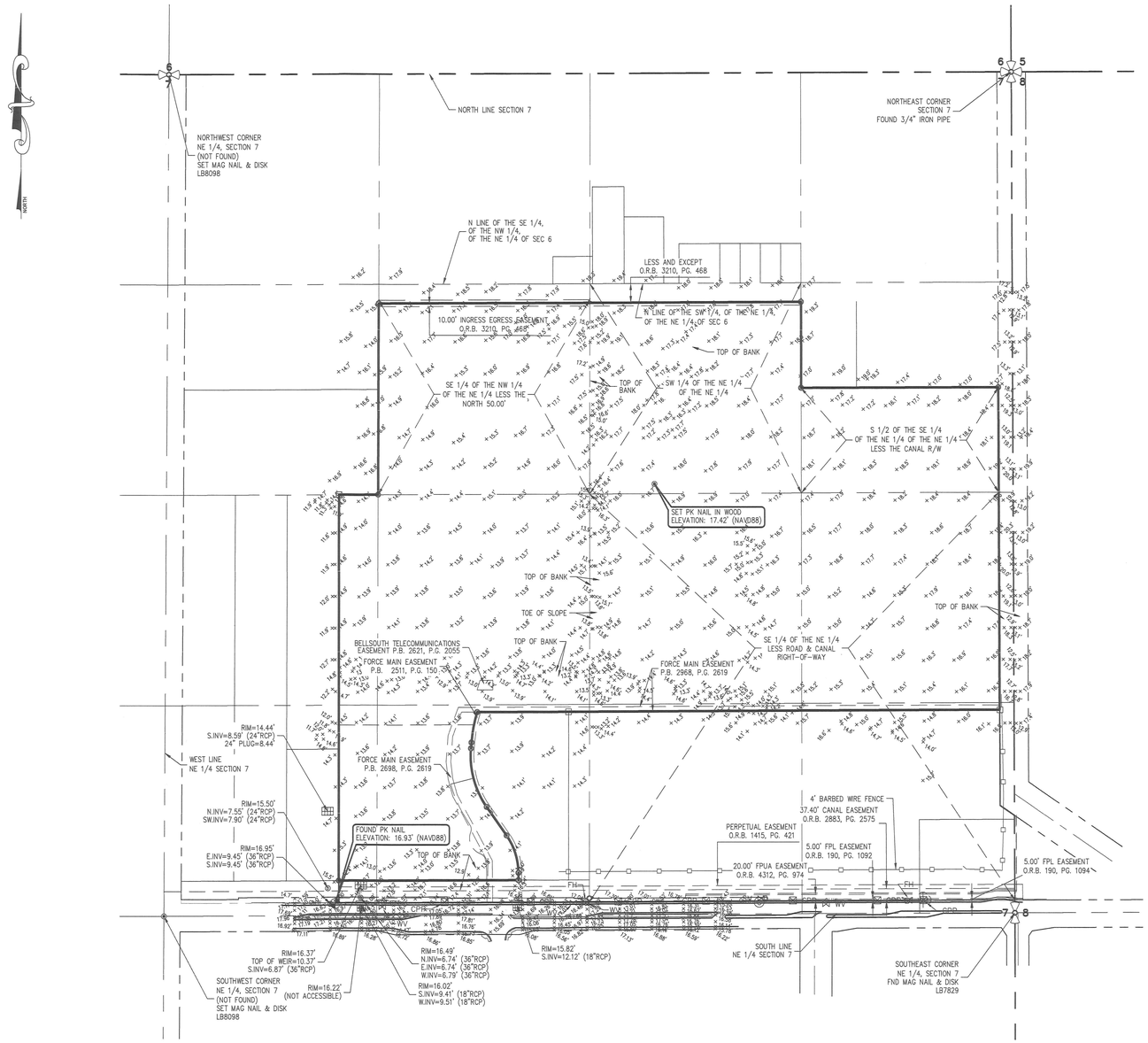
ALTA NSPS LAND/TITLE SURVEY

PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



Z:\EDC-2021\21-539 - Suchman - Millcreek 62-acres\SURVEY\Dwg - PDP\Survey\21-539 ALTA Survey Rev 2.dwg, 8/23/2022 2:15 PM
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UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

ABB	DRAWN BY
MTO	CHECKED BY
SV	FIELD CREW
21-539 ALTA Survey Rev 2.dwg	FILENAME
AS SHOWN	SCALE
August 23, 2022	DATE

DATE	REVISION COMMENTS
08/23/22	REVISED BOUNDARY LINES (REMOVED AREA OF QUESTIONABLE OWNERSHIP - ABB) (EPT)
04/07/22	UPDATED TITLE WORK AND ALTA TABLE A ITEMS - ABB
03/08/22	UPDATED BOUNDARY BASED ON NEW LEGAL DESCRIPTION - ABB
02/02/22	ADDRESSED COMMENTS FROM ATTORNEY - ABB

ALTA NSPS LAND/TITLE SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

3 OF 3

Redtail DG
100 S. 2nd Street
Fort Pierce, Florida 34950
(772) 742 1555
redtaildg.com
todm@redtaildg.com

LEGAL DESCRIPTION
(Source: Submitted ALTA Survey)

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00° 00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89° 42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00° 17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34° 44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35° 02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE

CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39° 48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04° 46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11° 47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89° 42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00° 00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

DREAM FINDERS HOMES

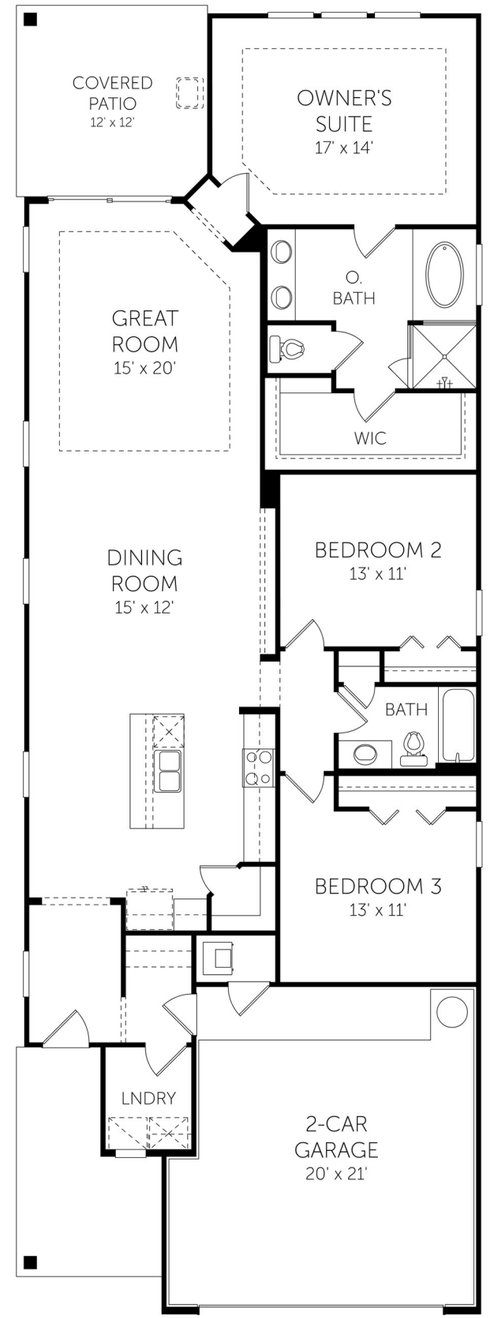
Avondale 1,864 SQFT

First Floor

3 Beds

2 Full Baths

No Options Selected



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REDTAIL LLC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by

VP Drawn by

MILLCREEK

AVONDALE MODEL

SINGLE FAMILY DETACHED

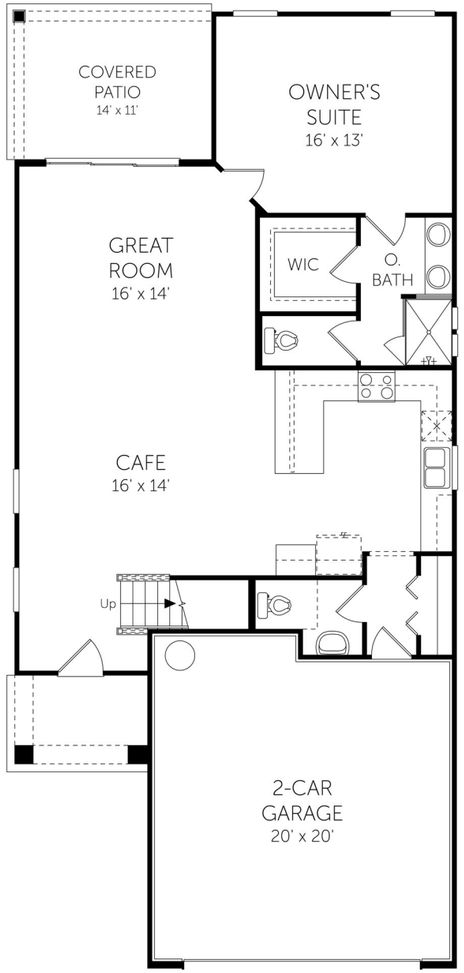
7/19/2024

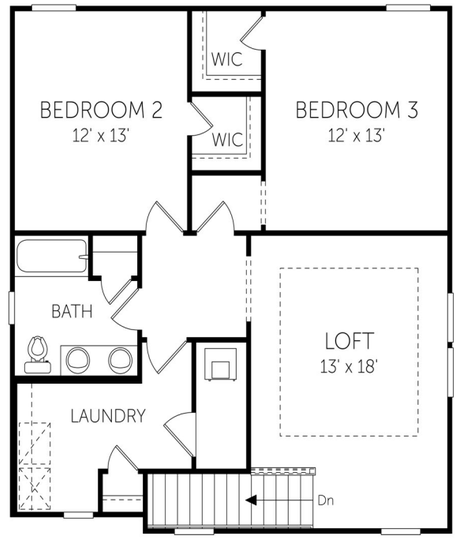
DREAM FINDERS HOMES

Stockton

First Floor
3 Beds
2 Full Baths | 1 Half Bath
2,098 Sq. Ft.

No Options Selected





DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579 Revision: 7/20/2023

REDTAIL LLC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by
VP Drawn by

MILLCREEK
STOCKTON MODEL
SINGLE FAMILY DETACHED

7/19/2024

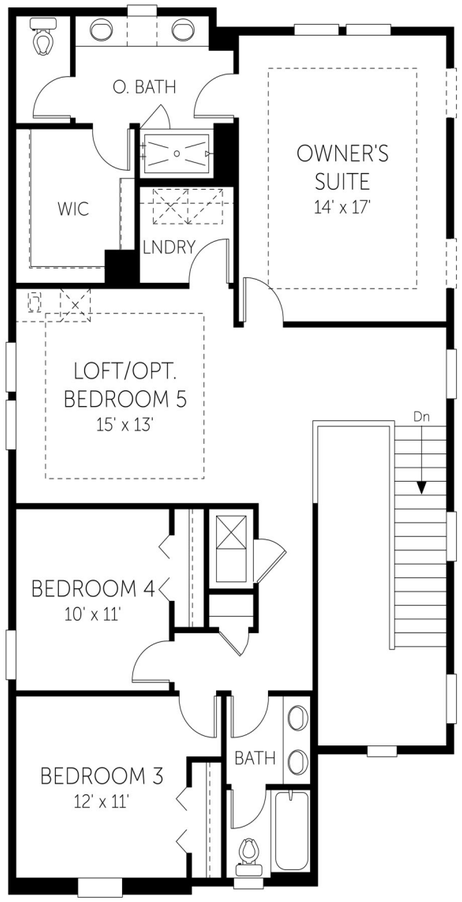
SHEET 01 of 01

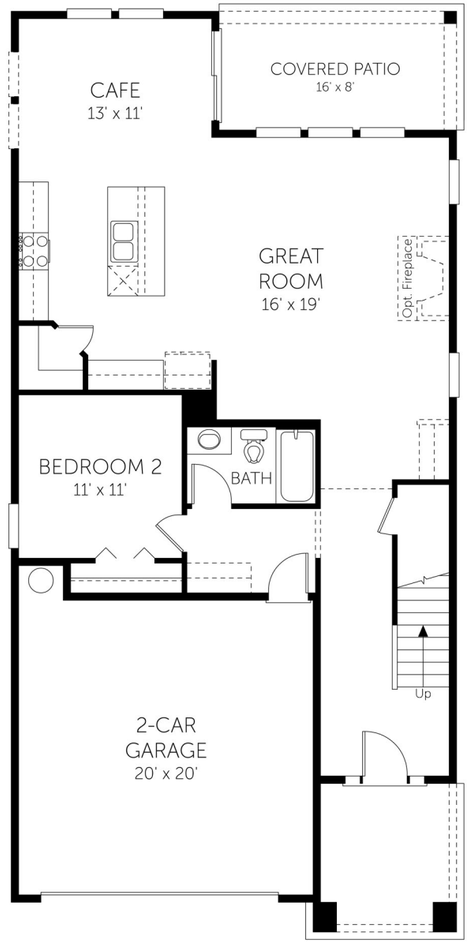
DREAM FINDERS HOMES

Vilano

Second Floor
4 Beds
3 Full Baths
1 Garage
2,500 Sq. Ft.

No Options Selected





DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579 Revision: 5/10/2023

REDTAIL LDC
100 S. 2nd Street
Fort Pierce, FL 34950

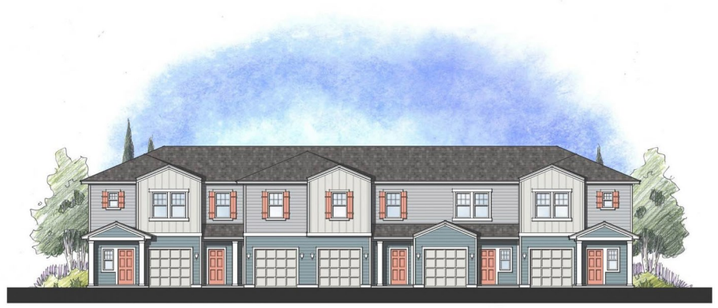
TM Designed by
VP Drawn by

MILLCREEK
VILANO MODEL
SINGLE FAMILY DETACHED

7/19/2024

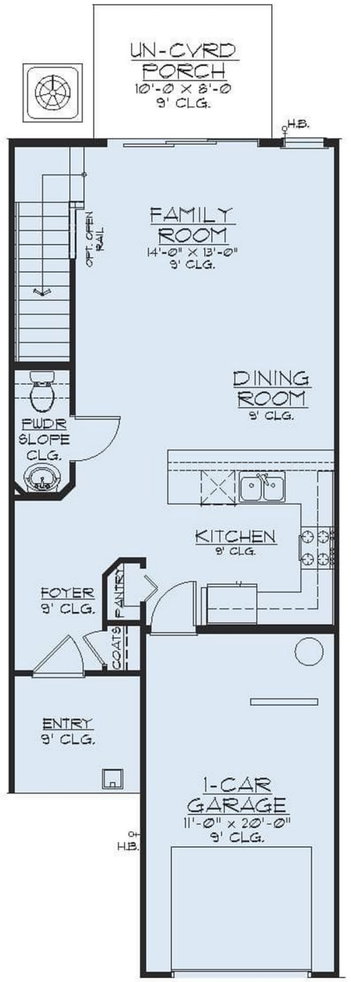
SHEET 01 of 01

OPTION 2

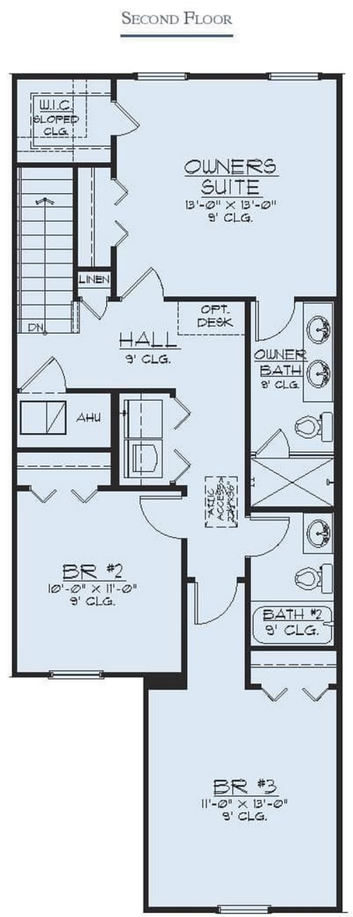

OPTION 3

WARBLER

3 BEDROOM | 2.5 BATH | 1 CAR GARAGE | 1,438 SQ. FT. LIVING AREA



First Floor



Second Floor

DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

DREAMFINDERSHOMES.COM

Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floorplans and elevations do exist. Square footage are approximate and will vary. ©2019 Dream Finders Homes 7/19.

CBC1257579

REDTAIL LLC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by

VP Drawn by

MILLCREEK

WARBLER MODEL
TOWNHOME

7/19/2024

SHEET 01 of 01

Redtail DG
100 S. 2nd Street
Fort Pierce, Florida 34950
(772) 348 0908
redtaildg.com
vlada@redtaildg.com

MILLCREEK

RESPONSE LETTER TO
TECHNICAL REVIEW COMMITTEE COMMENTS

Dear Planning Division,

Here are the responses (in blue) to the comments that we received on the TRC meeting on 10/17 for the Millcreek Planned Development application.

BUILDING DEPARTMENT

Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review. **Acknowledged**

All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition. **Acknowledged**

Building Permit required. **Acknowledged**

Signed and sealed construction drawings required. **On a phone call with the department it was agreed that the provided plans will suffice at this point.**

Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed. **Acknowledged**

Final plat and approved parcel ID's required to submit or DPCR and building permit review. **Acknowledged**

FPUA – Internet Services Letter

Acknowledged. The client or his representative will reach out to the customer service to discuss the needs.

POLICE DEPARTMENT

Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 439. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development. **Acknowledged**

TRANSPORTATION PLANNING ORGANIZATION

A Traffic Impact Analysis (TIA) was not included in the TRC packet. A Traffic Impact Analysis should be provided for review. **The TIA was a part of the submittal and to our knowledge there were some internal issues with the file transfers that have been since resolved.**

Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts. **Acknowledged. Our traffic engineer reached out to FDOT and is working with them on the proposed improvements.**

FPUA – Comments

W/WW Engineering: Approved as noted
FPUA has Water and sewer available to serve this site. A pre-design meeting is strongly recommended given that offsite utility improvements will be necessary to adequately meet the expected demand for this development. Please submit 3 complete sets of utility construction plans along with a completed plan review application to the Water and Wastewater Engineering Department for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474. **Acknowledged. The plans will be submitted.**

Electric Engineering: This submission is outside of the FPUA electric service area. **Acknowledged.**

Gas: Approved. Natural gas is available. Infrastructure (gas mains/services) are available at no cost (load dependent) to builder/developer. Additionally, complementary water heaters (after rebate) are available for builders/developers on this project. **Acknowledged.**

FPUAnet Fiber: FPUAnet Approves; Fiber Internet Service – Can be made Available. If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired. **Acknowledged.**

ENGINEERING DEPARTMENT

1. Provide a typical roadway section which indicates the required curbed roadway for the project. The minimum paved width for a two-way roadway shall be 21' if utilizing Type "F" curb and gutter. **The typical roadway section shows the valley gutter that is used.**

2. Update the site plan to reflect the driveway dimensions. **Updated and showing the driveway dimensions**

3. Revise the site plan to reflect the property boundary information. **The boundary on the site plan matches the boundary survey**

4. The site plan indicates that Moore's Creek is located on the east side of the development, revise this to identify the creek as NSLRWMD Canal No. 3. **Revised**

5. Show all stop bars and stop signs. **Shown**

6. Show crosswalks and ADA ramps. **Shown**

7. Provide the legal description on the site plan. **Provided**

8. Provide the Orange Avenue driveway setback dimension as measured from the east property line. **Provided**

9. Provide hammerheads or T-turnarounds at all dead-end streets. **As discussed on the meeting, the City code follows the requirements of the Fire District and the proposed dead-ends are shorter than what would trigger a need for the T-turnarounds or hammerheads.**

10. Provide the radius of the paved cul-de-sac. **Provided**

11. The signature on the provided electronic survey is not validated, provide a valid certified survey. **Provided Signed and Sealed Survey**

12. A topographic survey was not provided; please provide a certified topographic survey as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 119-2. **Provided**

13. Provide the proposed road setback adjacent to Parcel 2407-134-0001-000-4. **Provided**

14. Is visitor parking proposed at the clubhouse? The site plan does not indicate any parking, yet the landscaping plan reflects proposed parking. Revise the plans accordingly ensuring that all proposed improvements are shown on the site plan. **Yes, the site plan is revised to show the clubhouse and amenity area with belonging parking lots**.

15. Provide a cross section at the gated entrance which denotes proposed lane widths and other pertinent information. **Provided on the site plan**

16. According to the provided survey there are numerous easements of record located on the property including a 10' ingress/egress easement located along the northern boundary. How will these easement be incorporated into the project? **The mentioned 10' ingress/egress easement will not be utilized other than the proposed emergency exit that aligns with the N 43th street on the north of the project.**

17. Advisory Comments:
    a. All Environmental Permitting will need to be completed prior to construction activities. **Noted**
    b. Orange Avenue is an FDOT owned and maintained facility; permitting through FDOT will be required for all improvements located within the Orange Avenue R/W. **Noted**
    c. The stormwater report will be further reviewed and approved as part of the Building Permit Review. City Code Section 119 defers to the South Florida Water Management District methodology to determine minimum acceptable elevations for roadway, site perimeter berm, and finished floor elevations. A geotechnical report to determine water elevations is also required. **Noted**
    d. Jurisdictional wetlands are located on site. Prior to any clearing activities a SFWMD permit is required. **Noted**
    e. A formal gopher tortoise survey will be required. **Noted**

If you have any questions, please do not hesitate to call me on 772.348.0908.

Sincerely,

Vlada

Vlada Peterka
Redtail DG

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT:

Final Planned Development - Millcreek - 2407-124-0001-000-3

Comments

W/WW Engineering: Approved as noted,

FPUA has Water and sewer available to serve this site. A pre-design meeting is strongly recommended given that offsite utility improvements will be necessary to adequately meet the expected demand for this development. Please submit 3 complete sets of utility construction plans along with a completed plan review application to the Water and Wastewater Engineering Department for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: Approved. Natural gas is available. Infrastructure (gas mains/services) are available at no cost (load dependent) to builder/developer. Additionally, complementary water heaters (after rebate) are available for builders/developers on this project.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Can be made Available.**
If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kev Freemen, Planning Director

FROM: Selena Griffett, P.E., Project Engineer

THRU : Tracy Telle, Engineering Manager

RE : Millcreek Final Plan Development
Parcel 2407-124-0001-000-3

DATE : OCTOBER 17, 2024

This is to advise you that we have completed the review of the following documents as received by this office on October 7, 2024

- ☒ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Executed Construction Contract
- ☐ Record Drawings
- ☐ Permits
- ☒ Final PD

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend

- ☐ Variance Approval
- ☒ Final Plan Development Approval
- ☐ DPCR Approval
- ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for Engineering Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a typical roadway section which indicates the required curbed roadway for the project. The minimum paved width for a two-way roadway shall be 21' if utilizing Type "F" curb and gutter.
2. Update the site plan to reflect the driveway dimensions.
3. Revise the site plan to reflect the property boundary information.
4. The site plan indicates that Moore's Creek is located on the east side of the development, revise this to identify the creek as NSLRWMD Canal No. 3.
5. Show all stop bars and stop signs.
6. Show crosswalks and ADA ramps.
7. Provide the legal description on the site plan.
8. Provide the Orange Avenue driveway setback dimension as measured from the east property line.
9. Provide hammerheads or T-turnarounds at all dead-end streets.
10. Provide the radius of the paved cul-de-sac.
11. The signature on the provided electronic survey is not validated, provide a valid certified survey.
12. A topographic survey was not provided; please provide a certified topographic survey as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 119-2.
13. Provide the proposed road setback adjacent to Parcel 2407-134-0001-000-4.
14. Is visitor parking proposed at the clubhouse? The site plan does not indicate any parking, yet the landscaping plan reflects proposed parking. Revise the plans accordingly ensuring that all proposed improvements are shown on the site plan.
15. Provide a cross section at the gated entrance which denotes proposed lane widths and other pertinent information.
16. According to the provided survey there are numerous easements of record located on the property including a 10' ingress/egress easement located along the northern boundary. How will these easement be incorporated into the project?
17. Advisory Comments:
    a. All Environmental Permitting will need to be completed prior to construction activities.
    b. Orange Avenue is an FDOT owned and maintained facility; permitting through FDOT will be required for all improvements located within the Orange Avenue R/W.
    c. The stormwater report will be further reviewed and approved as part of the Building Permit Review. City Code Section 119 defers to the South Florida Water Management District methodology to determine minimum acceptable elevations for roadway, site perimeter berm, and finished floor elevations. A geotechnical report to determine water elevations is also required.
    d. Jurisdictional wetlands are located on site. Prior to any clearing activities a SFWMD permit is required.
    e. A formal gopher tortoise survey will be required.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

October 15, 2024 **VIA EMAIL**

Mr. Kev Freeman, Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Millcreek – Planned Development Amendment
Parcel Id: 2407-124-0001-000-3

Dear Mr. Freeman:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) has completed a PTIR regarding the above-referenced proposed development. The proposed project is a 62.51-acre Planned Development with a total of 439 dwelling units, distributed into 309 townhomes and 130 detached, single-family homes on a currently undeveloped parcel of land. Based on the review, the following comments are provided:

- **Traffic Data:** A Traffic Impact Analysis (TIA) was not included in the TRC packet. A Traffic Impact Analysis should be provided for review.

- **Local and State Government Coordination:** Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts.

Please contact me should any additional information or clarification be required regarding this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 10.17.24
Property Address: Final Planned Development - Millcreek - 2407-124-0001-000-3

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 10/15/24

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

ST. LUCIE COUNTY FLORIDA

PUBLIC WORKS DEPARTMENT
DEVELOPMENT REVIEW COMMITTEE

October 15, 2024

PROJECT: **Millcreek**

REF: Project #

TO: Kevin Freeman

FROM: Grant Chambers

Comments:

1. Orange Ave is an FDOT Right-of-Way. Please coordinate with FDOT for permitting improvements within the Right-of-Way or any required Right-of-Way dedications

Conditions:

2. A Site Development Permit is required prior to performing site improvement activities.

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PD2024-00001 MILLCREEK FINAL PD - DEVELOPMENT AGREEMENT

CAO RLS FILE: RLS 25-139

DATE: JUNE 27, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Planned Development Agreement ("Agreement") for the Millcreek Planned Development ("PD"). The Agreement was previously reviewed under RLS 25-30. I have made changes to the Agreement in a Track Changes format and comments on the Agreement for your review. Please note the following major issues within the Agreement that I have returned:

1. Previously, the Agreement was written with Dream Finders Homes, LLC ("Applicant") being the only party to the Agreement with the City. Based on the revisions resubmitted to me for review and unbeknownst to me until then, the Applicant does not actually own the property. Instead, they are under contract to purchase the property from FM Millcreek Holding, LLC (the "Owner"). The resubmitted Agreement listed the Applicant as the party to the Agreement with the City. This is incorrect, as they are not the legal owners of the property and have no legal authority to enter into a contract with the City against the property. Therefore, I have corrected the Agreement to include FM Millcreek Holding, LLC as the contracting party. The Applicant has been added as a Consenting Signatory and their relationship included within the Agreement's language when and where appropriate. If the property is sold to the Applicant, the Agreement runs with the property and the Applicant would still be controlled by the language of the Agreement.

2. The requirement for Unified Control was deleted in this version of the Agreement. I have added it back in. Unified Control has been required in every PD Agreement approved under the new PD Code. Changing requirements for one PD should not occur, as it places the City in a position of allowing different requirements for different projects and opens the City up to legal challenges in the future when opposite decisions are made. Additionally, Unified Control was required by Ordinance 23-011 when this property was rezoned before a final site plan could be approved. The failure to comply with Ordinance 23-011 will be addressed in greater detail below in this Memorandum.

3. The Phasing did not actually include the construction of the residences and townhomes intended to be constructed in each Phase. Per our discussion, this was an oversight, and I have included them under the applicable Phases.

4. I have deleted the Notice provisions to the Applicant. The proper Notice provisions to the Owner need to be included.

5. All Exhibits need corrected as explained in the comments, mainly to include all parcels and property within this PD.

At this point in time, it is my opinion and recommendation that this Agreement, the Final Site Plan, and the Amended Rezoning Ordinance for this PD should not be approved by the City, as they fail to meet the legal requirements for approval and would create significant legal liability on the City. This opinion and recommendation are based on the following:

1. The Millcreek PD was rezoned through Ordinance No. 23-011 by the City Commission. The PD included four (4) parcels in total. Numerous Conditions of Development were required under the Ordinance. While I do not know the status of most of the required Conditions of Development, and believe each should be critically evaluated before any future action on this PD, it is clear that the PD has failed to comply with the following required Conditions of Development[1]:

    a. Condition 8: "The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant." Upon reviewing this Agreement, the Final Site Plan, and the Property Appraiser's website, three (3) parcels within this PD are currently owned by Orange Avenue Development, LLC and one (1) parcel within this PD is owned by FM Millcreek Holding, LLC. The Owner nor Applicant under this Agreement have legal control of "all land" in the PD.

    b. Condition 14: "A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit." Neither of these have occurred as evidenced by the lack of combination on the Property Appraiser's website and four (4) Parcel IDs still existing instead of one (1).

    c. Condition 15: "After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department." This has not occurred, as it is dependent upon Condition 14.

2. While not a specific listed Condition of Development within Ordinance No. 23-011, it should be understood that the conditions of the rezoning did not allow for multiple approvals or splits of the Final Site Plan. Instead, the Ordinance and Conditions of Development repeatedly discussed one (1) Final Site Plan for the entire project and what must be completed prior to Final Site Plan submission and approval.

[1] It should be noted these concerns were address in the Memorandum to RLS 25-26 related to the Amended Rezoning Ordinance for this PD. After issuance of that Memorandum, the Applicant's development team and attorney(s) requested a meeting with me to explain the reason they had not complied with the requirements of Ordinance No. 23-011. Solutions were offered and discussed related to the legal concerns during the meeting. It does not appear changes have been made following that meeting, however.

3. The Agreement and Final Site Plan submitted by the Owner and/or Applicant do not include the entire PD property. Once properties are zoned together as a PD, they are essentially married to one another, for lack of a better term. The properties no longer have the ability to act independently of one another, as they are treated legally as a whole with all actions of one affecting the others. Of utmost legal concern are the density and intensity approvals that will be granted if the City were to proceed forward with approval of this Agreement and Final Site Plan addressing only one (1) parcel within a four (4) parcel PD. Where one portion of the PD absorbs density or intensity, that affects the overall density and intensity permitted within the PD. Meaning the other property owner's density and intensity are affected and possibly decreased by the density and intensity approved for this Owner and Applicant's one (1) parcel. Should the owner of the remaining three (3) parcels be unable to attain their desired density or intensity due to the approvals given by the City as to the one (1) parcel owned by a different owner, the City could very likely face a legal challenge from that property owner, which may likely include a takings claim under the Bert J. Harris, Jr., Private Property Rights Protection Act (commonly referred to as a "Bert Harris Claim"). It should be noted that of the parcels not included in this Agreement and Final Site Plan, as they were depicted in the presentation given by the Applicant when Ordinance No. 23-011 was approved by the City Commission, the other property owner intends for the remaining property to include both residential and commercial development, bringing the density and intensity allowances for the residential approvals in this Agreement and Final Site Plan directly into battle between the two property owners, further underscoring the legal peril of such an approval.

4. Section 125-212 of the City of Fort Pierce Code of Ordinances (the "Code") requires twenty (20) percent of "the site" be open space. This portion of the Code, like the remainder of the Code related to PD approvals, discusses the PD as a whole, not piecemeal. It is unclear to me at this time from the submission whether twenty (20) percent of this one (1) parcel is open space. Presuming it does contain twenty (20) percent, the remaining three (3) parcels would not be required to have any open space, since the minimum has been obtained by the one (1) parcel. This could prove problematic for the City in reviewing the appropriateness of the future development. Presuming it does not contain twenty (20) percent, the remaining three (3) parcels would be forced to absorb all of the remaining twenty (20) percent required by the Code. Again, such actions by the City could very likely open the City up to face a legal challenge from the remaining property owner, to include a Bert Harris Claim.

5. Approval of this Agreement with a Final Site Plan for only one (1) of the four (4) parcels does not address stormwater management for the PD as a whole, which may also prove to be problematic depending on the unknown requested future development to come for the remainder of the property.

6. Approval of this Agreement with a Final Site Plan for only one (1) of the four (4) parcels within this PD does not address the entire PD. Moving forward as proposed does not provide a comprehensive approach to the PD, to include development timelines, development requirements, phasing requirements, traffic requirements, environmental concerns, surrounding compatibility, or the health, safety, and welfare of the City's

citizens. When the remaining owner submits development approval requests to the City, the City will not be able to unilaterally require the current Owner to amend their approved Agreement to address the PD as a whole or as needed to provide appropriate approvals to the other property owner.

7. In reviewing Section 125-212 of the Code, proceeding piecemeal, as requested by the Owner and Applicant, is not contemplated. Instead, the Code is written wholistically as one (1) single property for PD submission, review, and approval.

It is my opinion and recommendation that unless and until the Millcreek PD is in compliance with all requirements of Ordinance No. 23-011 and all parcels and property within the Millcreek PD are included in the Agreement, Final Site Plan, and Amended Zoning Ordinance, the Agreement, Final Site Plan, and Amended Zoning Ordinance should not be approved by the City.[2]

I would suggest the best course of action would be for the Planning Department to discuss these legal concerns with the Owner and Applicant to determine if they would like to proceed forward as currently requested for a review by the City Commission or voluntarily withdraw their application to correct the identified legal deficiencies that currently exist. To be clear, however, the approval of this Agreement, the Final Site Plan, and the Amended Rezoning Ordinance are ultimately the decision of the City Commission. My opinion and recommendation are only that. The City Commission is not legally required to follow my opinion or recommendation and may choose to proceed as they desire, to include but not limited to full approval as requested by the Owner and Applicant. This should be made clear to the Owner and Applicant in any discussions. If you would like me to speak to the Owner, Applicant, and their attorney(s) with you, I am happy to do so. Please just let me know.

Because the decision as to whether this Agreement, the Final Site Plan, and the Amended Rezoning Ordinance are the decision of the City Commission and should the Owner and Applicant desire to move forward to a review by the City Commission, I have uploaded an Alternative Agreement Clean Copy which deletes the Unified Control term and adds language in the whereas clauses to explain the Agreement addresses only a portion of the PD and not the entire PD so that the Agreement would be factually correct, though my opinion and recommendation above stands. The areas changed are highlighted in yellow for you to find easily. You will need to fill in the date and Ordinance number for the Amended Rezoning Ordinance and fill in the proper Notice contacts for the Owner, both highlighted in yellow for you to find easily, before presenting the Agreement to the City Commission. The Alternative Agreement Clean Copy states the development being approved is consistent with the City's Comprehensive Plan and land development regulations, as required by Section 125-212 of the Code. I and the City Commission are relying on your expertise in determining those statements are correct. If they are not, please let me know, as this analysis will change.

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

Thank you.

[2] In the alternative, if all of the Millcreek PD owners would like to explore rezoning the parcels and separating themselves from the same PD, such could be explored, though the ability to do so is not guaranteed and has not been researched completely since no request to do so has been received.

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT ("Agreement"), made and entered into this___day of _____, 2025, by and between FM Millcreek Holding, LLC, a Florida limited liability company, hereinafter referred to as the "**Owner**" and CITY OF FORT PIERCE, a political subdivision of the State of Florida, hereinafter referred to as the "**City**".

WITNESSETH:

WHEREAS, Owner is the current owner of the property situated in CITY OF FORT PIERCE, Florida, and more particularly described in the legal description attached and incorporated as **Exhibit 1** ("**Subject Property**");

WHEREAS, DREAM FINDERS HOMES, LLC, a Florida limited liability company, whose principal address is 14701 Phillips Highway Suite 300, Jacksonville, FL 32256, hereinafter referred to as the "**Applicant**", is the contract purchaser and intended developer of the Subject Property and has been involved in all negotiations regarding this Agreement with the City; and

WHEREAS, it is the desire of Owner to develop a portion of a Planned Development ("**PD**") to be known as "Millcreek" consisting of 61.76 acres with 439 single family and townhome dwelling units ("**DUs**") (the project to be referred to hereafter as the "**Development**"); and

WHEREAS, the Millcreek PD consists of three (3) remaining parcels not addressed within this Agreement that are owned by a separated entity and will require separate approvals; and

WHEREAS, the entire property contained within the Millcreek PD is as depicted in Ordinance No.

23-011; and

WHEREAS, as part of the Development, Owner is proposing contributions, as required by FDOT, to the roadway network to mitigate the PD's impacts to further satisfy Fort Pierce transportation concurrency requirements; and

WHEREAS, pursuant to City Code Section 125-212, a PD is permitted in the City subject to a PD Zoning Development Agreement negotiated between the Owner and the City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and the development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development is consistent with the City's Comprehensive Plan and land development regulations; and

WHEREAS, the City Commission of the City of Fort Pierce ("City Commission") adopted Ordinance No. 23-011 ("**PD Ordinance**") which approved the PD zoning for the Subject Property and additional property within the PD and contained numerous conditions of development; and

WHEREAS, on ___ the City Commission adopted Ordinance No. 25-___ ("Amended PD Ordinance") which approved a major amendment to the PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the Amended PD Ordinance.

NOW, THEREFORE, the Parties do hereby agree as follows:

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.

B. PARTIES. The Parties to this Agreement are FM Millcreek Holding, LLC and the City of Fort Pierce. Dream Finders Homes, LLC shall be a consenting signatory to the Agreement.

C. OWNERSHIP. Owner hereby warrants that Owner has fee simple ownership of all the Subject

Property included in this Agreement and as described in **Exhibit 1**, and that Applicant has a contractual right to purchase the Subject Property from Owner.

D. TERM. The Term of this Agreement shall be seven (7) years, during which all improvements contemplated herein must be completed. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

E. DEVELOPMENT TIMELINE. All Development shall be consistent with the timeline below and the Timetable for Planned Development and Traffic Improvements Phase Schedule, attached hereto as **Exhibit 2**.

1. Phase 1 – Construction shall begin no later than twelve (12) months from the date of obtaining all required approvals and development permits for Applicant to commence development.
2. Phase 2 – Construction shall begin no later than one (1) year after the final Certificate of Occupancy is issued for Phase 1.
3. Phase 3 – Construction shall begin no later than one (1) year after the final Certificate of Occupancy is issued for Phase 2.

F. TRAFFIC IMPROVEMENTS. Applicant and Owner agree that traffic contribution improvements (the "**Traffic Improvements**"), should they be required by FDOT for the approvals, will be undertaken and carried out in accordance with the following:

1. Should FDOT require a traffic signal as part of the approvals, then Applicant will construct a traffic signal at the intersection of Orange Avenue and Bent Creek Drive, which will align with the primary access to the PD.
2. In addition, should FDOT require intersection turn lane improvements, the Owner will make the following intersection improvements at Orange Avenue and Bent Creek Drive:

a. Eastbound:

i. Subject to approval by FDOT at the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.

b. Westbound:

i. Subject to approval by FDOT at the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM).

3. The timetable for Development and Traffic Improvements are attached at **Exhibit 2**.

4. The conditions and requirements agreed to by the City and the Owner are set forth in the Special Conditions of development attached and incorporated as **Exhibit 3**.

a. Owner agrees all Traffic Improvements shall be pursuant to all required permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

G. PHASING & PHASING REQUIREMENTS.

1. All phasing and requirements shall be consistent with the below and with the Timetable for Planned Development and Traffic Improvements Phase Schedule, attached hereto as Exhibit 2.

a. Phase 1 shall include:

i. Earthwork and grading, including lake excavation for stormwater ponds, for construction of 44 Single Family Detached Residences and 108 Townhomes, as well as project amenities.

ii. Water & Sewer utilities serving the 152 lots and project amenities,

including public pump station.

iii. Stormwater Management System inclusive of drainage inlets and conveyance piping to onsite lakes with positive outfall connection offsite.

iv. Intersection improvements at Orange Avenue and Bent Creek Drive, as outlined in Exhibit 2, will be constructed as required or permitted by FDOT prior to the City issuing the first Certificate of Occupancy for Phase 1.

v. Construction of 44 Single Family Detached Residences and 108 Townhomes.

b. Phase 2 shall include:

i. Earthwork and grading, including lake excavation for stormwater ponds, for construction of 86 Single Family Detached Residences and 71 Townhomes.

ii. Water and Sewer Utilities serving the 157 lots.

iii. Stormwater Management System inclusive of drainage inlets and conveyance piping to onsite lakes with positive outfall connection offsite.

iv. Construction of 86 Single Family Detached Residences and 71 Townhomes.

c. Phase 3 shall include:

i. Earthwork and grading, including lake excavation for stormwater ponds, for construction of 130 Townhomes.

ii. Water and Sewer Utilities serving the 130 lots.

iii. Stormwater Management System inclusive of drainage inlets and conveyance piping to onsite lakes with positive outfall connection offsite.

iv. Construction of 130 Townhomes.

H. PERMITTED USES; DENSITIES; HEIGHT.

1. Single Family Detached Residences

   a. A maximum of 10 dwelling units per acre Single Family Detached Residences may be built.

   b. Height shall not exceed 45 feet.

2. Townhomes:

   a. A maximum of 10 dwelling units per acre Townhome units may be built.

   b. Height shall not exceed 45 feet.

2. The maximum Gross Density of the Millcreek PD shall not exceed 10 DU/Acre.

3. Applicant and Owner will abide by all Land Development Regulations ("LDR's") in place at the time the appropriate development permits are obtained.

I. PUBLIC FACILITIES.

1. The following public facilities shall be constructed:

   a. Pump station.

   b. Conveyance of sanitary sewer and water utilities.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS.

1. A school bus stop serving the community.

2. Any public right-of-way dedications necessary for intersection improvements at Orange

Avenue and Bent Creek Drive, as detailed in **Exhibit 2**, will be made in accordance with FDOT requirements prior to the issuance of the first Certificate of Occupancy by the City.

K. DEVELOPMENT PERMITS.

1. All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:
    a. City of Fort Pierce Final PD
    b. City of Fort Pierce Development Permit Compliance Review Permit
    c. South Florida Water Management District Environmental Resources Permit and Dewatering Permit
    d. North St. Lucie Water Control District Drainage Permit
    e. St. Lucie County Right-of-Way Permit (as applicable)
    f. Fort Pierce Utility Authority Approval
    g. Florida Department of Environmental Water Main Extension Permit
    h. Florida Department of Environmental Wastewater Collection Permit
    i. Florida Department of Transportation Access and Utility Permit
2. The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals, as provided for in Section M below.

L. COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATION COMPLIANCE. The Development as proposed is consistent with the City's comprehensive plan and land development regulations.

M. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.The Project will be designed and constructed in accordance with all Governmental standards having jurisdiction.

N. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

O. VESTED RIGHTS.

1. Owner shall have the right to construct the proposed Improvements in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("**Development Orders**").
2. Owner, its successors, and assigns, shall have no vested rights in any expired development orders for this development.

P. DESTRUCTION. In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Owner and its grantees, successors, and assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and Development Orders.

Q. CHANGES OR AMENDMENTS

1. There shall at all times be strict adherence to the provisions of this Agreement and the approved Development Orders. Any change or amendment to this Agreement and/or approved Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein, when applicable.

2. Notwithstanding Paragraph 1, Owner and its successors in interest and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

R. COMPLIANCE /REMEDIES.

1. Development of Millcreek and the proposed Improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or a Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the Improvements consistent with this Agreement, the City can terminate this Agreement in its sole discretion. If the Agreement is terminated or expires, no building permits shall be issued for the PD consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.

2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the

City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

S. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St. Lucie, Florida.

T. HOLD HARMLESS. The City shall be held harmless and indemnified by Owner from any and all liability stemming from any disputes between Owner, its successors, assigns, predecessors in title or other property owners regarding any development under this Agreement.

U. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives. This Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement run with the Subject Property.

V. NOTICE. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of Notice, the addressees are as follows:

OWNER: XXXXXX
XXXXXX
XXXXXX
XXXXXX

CITY: **City Manager**
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the day of actual delivery if by overnight courier; or on the date upon which the return receipt is signed, or delivery is refused if by registered or certified mail. Either party may change its address for the purpose of this Section by written Notice to the other party given in accordance with the provisions of this Section.

W. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

X. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent

permitted by law.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

OWNER: FM MILLCREEK HOLDING, LLC,
A Florida limited liability company

By: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Dream Finders Homes, LLC, a Florida limited liability company, who [__] is personally known to me [__] has produced _____ as identification.

_____
Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

CITY OF FORT PIERCE:

ATTEST:

_____
Linda Hudson, Mayor

_____
Linda W. Cox,
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

(SEAL)

_____
Sara K. Hedges, City Attorney

CONSENTING SIGNATORY ONLY

APPLICANT: DREAM FINDERS HOMES, LLC,
A Florida limited liability company

By: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Dream Finders Homes, LLC, a Florida limited liability company, who [__] is personally known to me [__] has produced _____ as identification.

_____
Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

EXHIBIT 1
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID Number: 2407-124-0001-000-3

LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT—OF— WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS—OF—WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

EXHIBIT 2

TIMETABLE FOR PLANNED DEVELOPMENT AND TRAFFIC IMPROVEMENTS
PHASE SCHEDULE

Intersection improvements at Orange Avenue and Bent Creek Drive will be built as required/permitted by FDOT before the first Certificate of Occupancy is issued by the City.

Each Phase of the Development shall be completed pursuant to the below schedule:

	PHASE 1	**PHASE 2**	**PHASE 3**
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

EXHIBIT 3

SPECIAL CONDITIONS OF DEVELOPMENT

1. The phasing of the project, outlined in Exhibit 2 of this agreement, shall adhere to City Code Sections 125- 212(b) and 125-212(c)(7): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking, or the traffic flow of the completed phases.

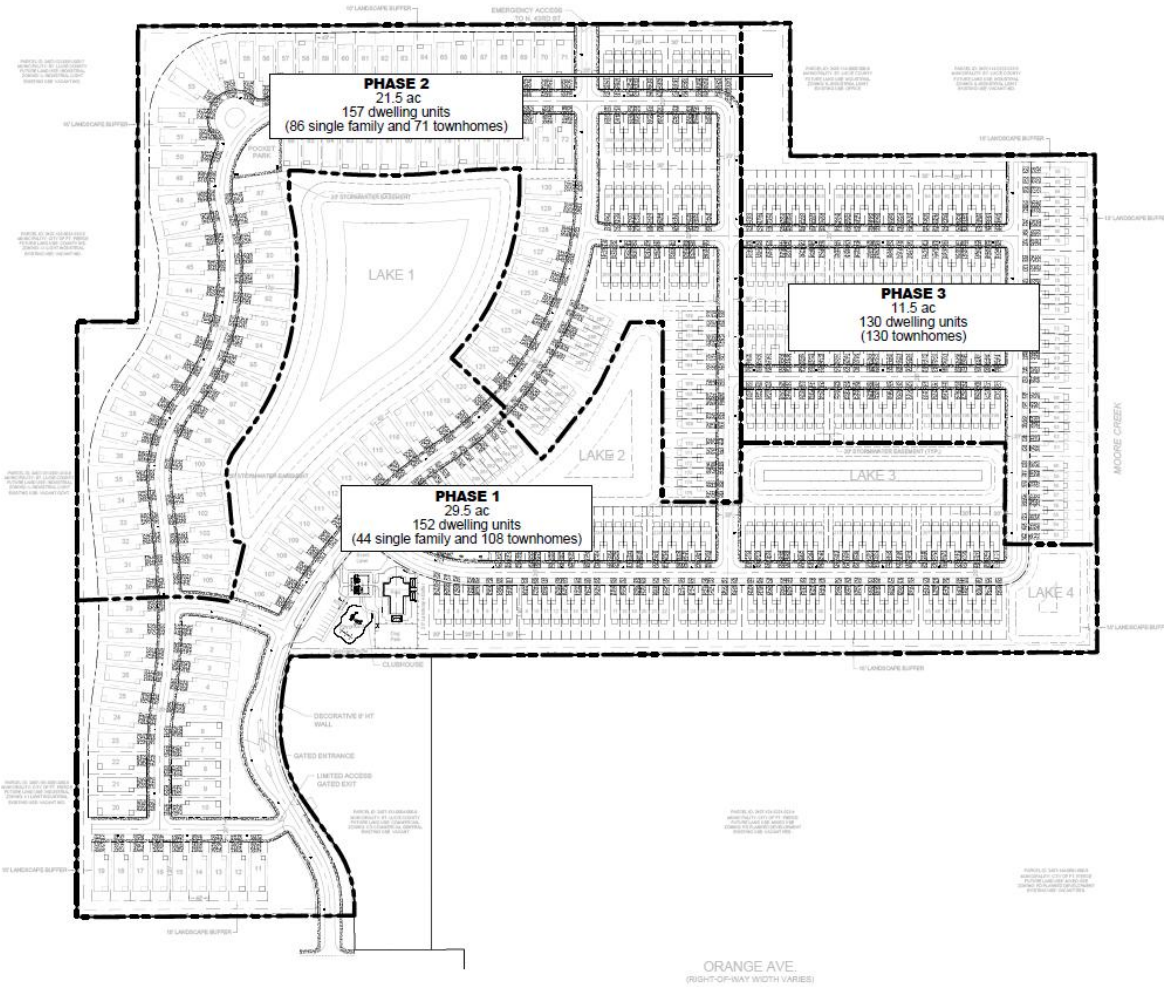


Fig 1. Phasing Plan

2. The following Documents form part of the Millcreek Final Planned Development.

PD SITE PLAN by Redtail DG, on March 27, 2025
PD PHASING PLAN by Redtail DG, on August 30, 2024
ARCHITECTURAL DRAWINGS by Dream Finders Homes, on July 17, 2024
FLOOR PLANS by Dream Finders Homes, on July 17, 2024
LIGHTING PLAN by Genesis Lighting, on July 17, 2024
BOUNDARY SURVEY by EDC, on May 16, 2024
CONSTRUCTION PLAN by Thomas Engineering Group, on July 22, 2024
LANDSCAPE PLAN by Landscape Design Associates, on July 17, 2024
TREE SURVEY by EDC, on July 22, 2024
FINAL STORMWATER REPORT by Thomas Engineering Group, on September 5, 2024

STORMWATER MAINTENANCE by Thomas Engineering Group, on September 5, 2024
TRAFFIC IMPACT ANALYSIS by JFO Group, on June 14, 2024
ENVIRONMENTAL ASSESSMENT by EW Consultants, on July 17, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ORD - MILLCREEK FINAL PD

CAO RLS FILE: RLS 25-26

DATE: MARCH 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to a draft Ordinance for a final site plan approval for the Millcreek Final PD and zoning amendment. I have reviewed the Ordinance, made suggested changes, and uploaded the Ordinance in a Track Changes and Clean Copy version. The final site plan attached to the Ordinance has spots where red markings have been used to cross out (after the fact) parts of the final site plan. In reviewing the site plan presented to the Planning Board on March 10, 2025, it indicates it is a Conceptual Plan, which is part of what appears to be marked out on the final site plan included in the draft Ordinance. There is also block of text that is included in the final site plan that specifically says this is a "conceptual plan… and may or may not comply with all county land development regulations." Additionally, the presentation to the Planning Board had a site plan that was multiple pages long, the reference to the additional pages also appears to be part of what was crossed out in the draft Ordinance version. On both final site plan versions, there are multiple references to the County as the jurisdiction and to Parcel ID numbers not listed in this draft Ordinance. A corrected, clean final site plan needs to be included in the Ordinance. If changes are made to the final site plan, it should be resubmitted to the Planning Board for review and approval. Finally, Ordinance 23-011 indicated the location of this PD as the Northwest corner of Orange Avenue and North 39th Street in Fort Pierce, which is different than the location in this draft Ordinance. Such should be reviewed to determine if the draft Ordinance needs to be changed for consistency with the original rezoning ordinance.

I do want to point out that this final site plan does not include the entire Millcreek PD property or project. While I will defer to you on the decision to split this PD into multiple final site plans with separate approvals (or require another major amendment), I do want to point out concerns with proceeding in this manner:

1. The City Commission will not have the entire picture of the PD and the intent for the remainder of the property to make a fully informed decision.
2. In reviewing Ordinance 23-011, it does not appear moving forward as proposed is consistent with that Ordinance's requirements and conditions.

a. The requirements and conditions of the rezoning did not allow for multiple approvals or splits of the final site plan, instead it repeatedly discussed one final site plan for the entire project and what must be done prior to final site plan approval.
b. The Ordinance also required a Unity of Title and Lot Combination, which does not appear to have occurred since the Parcel ID for this property is not a newly created Parcel ID as would have occurred and is a Parcel ID included in the original rezoning. Additionally, in reviewing the documents presented to the Planning Board on March 10, 2025, the Property Card does not show the parcels have been combined.

3. All requirements and conditions of Ordinance 23-011 should be reviewed to confirm the final site plan is consistent with the requirements and conditions.
4. Separating the final site plan approvals will cause issues with the required Planned Development Zoning Agreement – there will not be a comprehensive approach to timelines, phasing, etc. for the entire PD; there may be issues related to traffic, safety, etc. between the different phases that are not able to be addressed appropriately; there will have to be either a substantial amendment to the Agreement or two separate Agreements, both of which could prove extremely problematic; the Agreement will not be able to provide a comprehensive approach to the development of the entire PD.
5. Moving forward as proposed should be evaluated for any issues with the final plat for the project.

With the suggested changes incorporated, the corrections to the final site plan, the review of the location language, and the above concerns noted and/or resolved, the draft Ordinance is approved as to form and correctness.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Millcreek 25-021

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 6, 2025

NOTICE BY MAIL: July 3, 2025

NOTICE BY SIGNS: March 5, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** July 9,2025

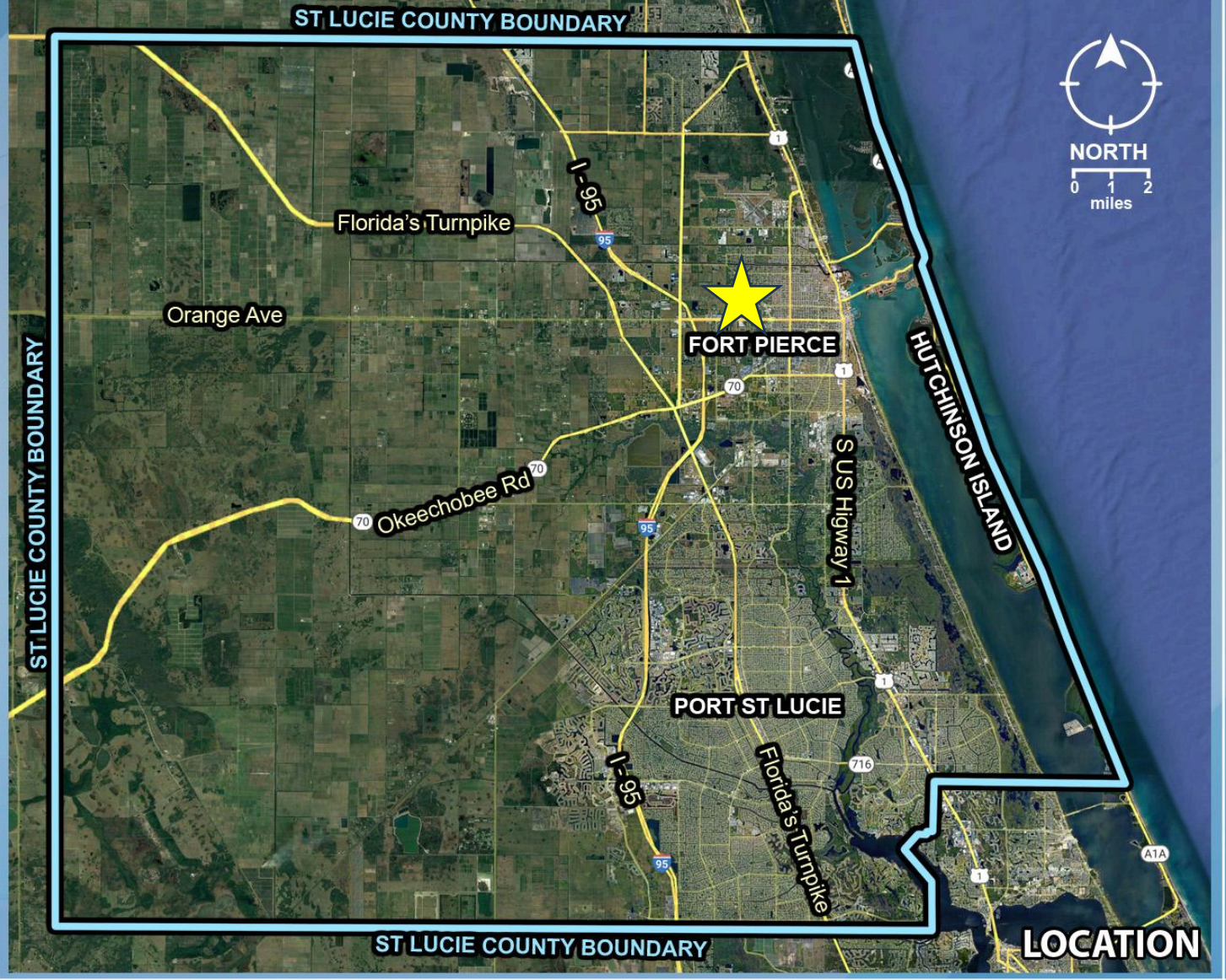
MILLCREEK PD

Phase 1 Final Site Plan

City of Fort Pierce

City Commission Meeting

JULY 21, 2025

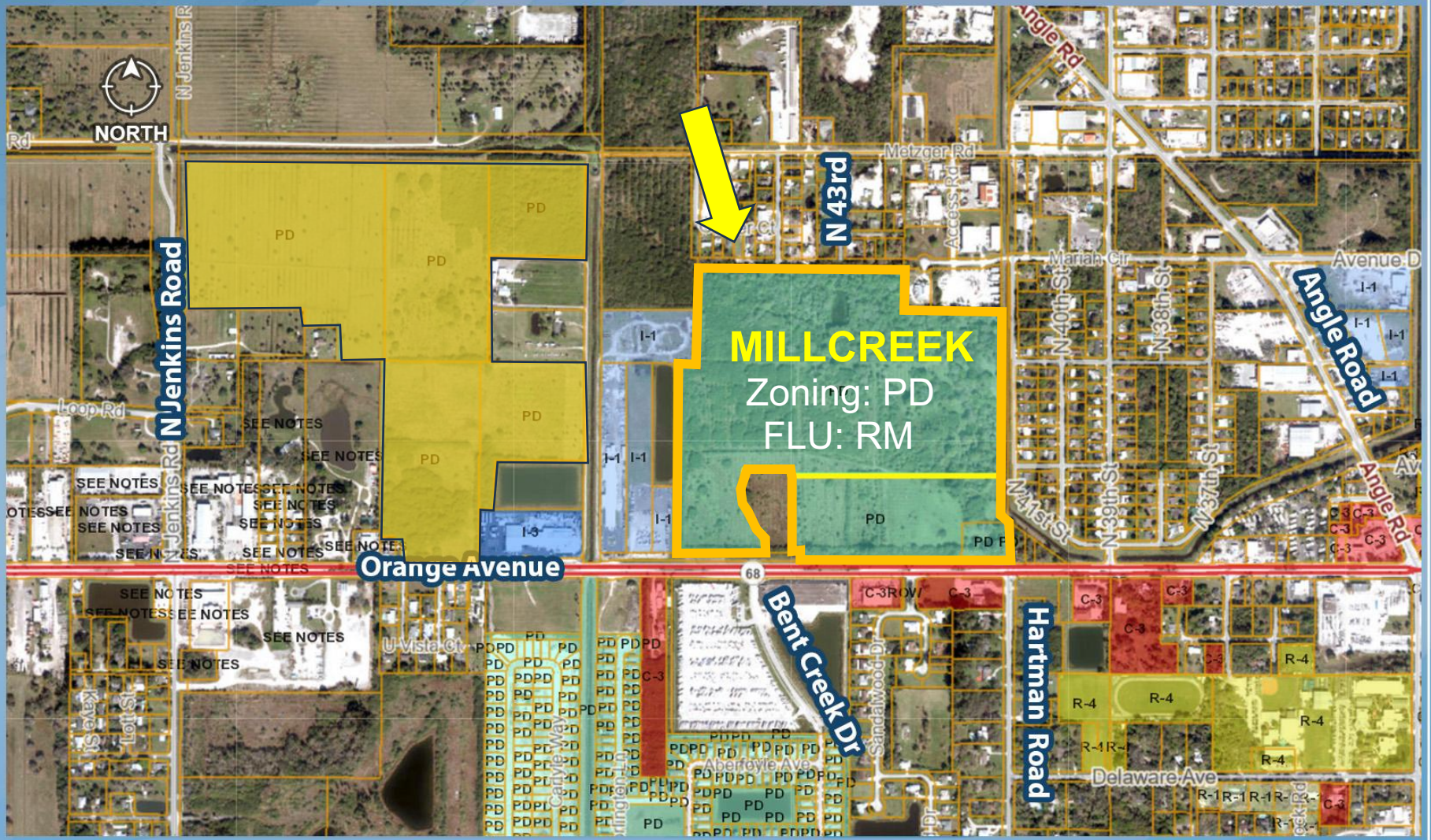

ST LUCIE COUNTY BOUNDARY
NORTH
0 1 2
miles
I-95
Florida's Turnpike
Orange Ave
FORT PIERCE
HUTCHINSON ISLAND
ST LUCIE COUNTY BOUNDARY
Okeechobee Rd
S US Higway 1
PORT ST LUCIE
I-95
Florida's Turnpike
ST LUCIE COUNTY BOUNDARY
LOCATION

MILLCREEK

VICINITY

City of Fort Pierce

ZONING MAP

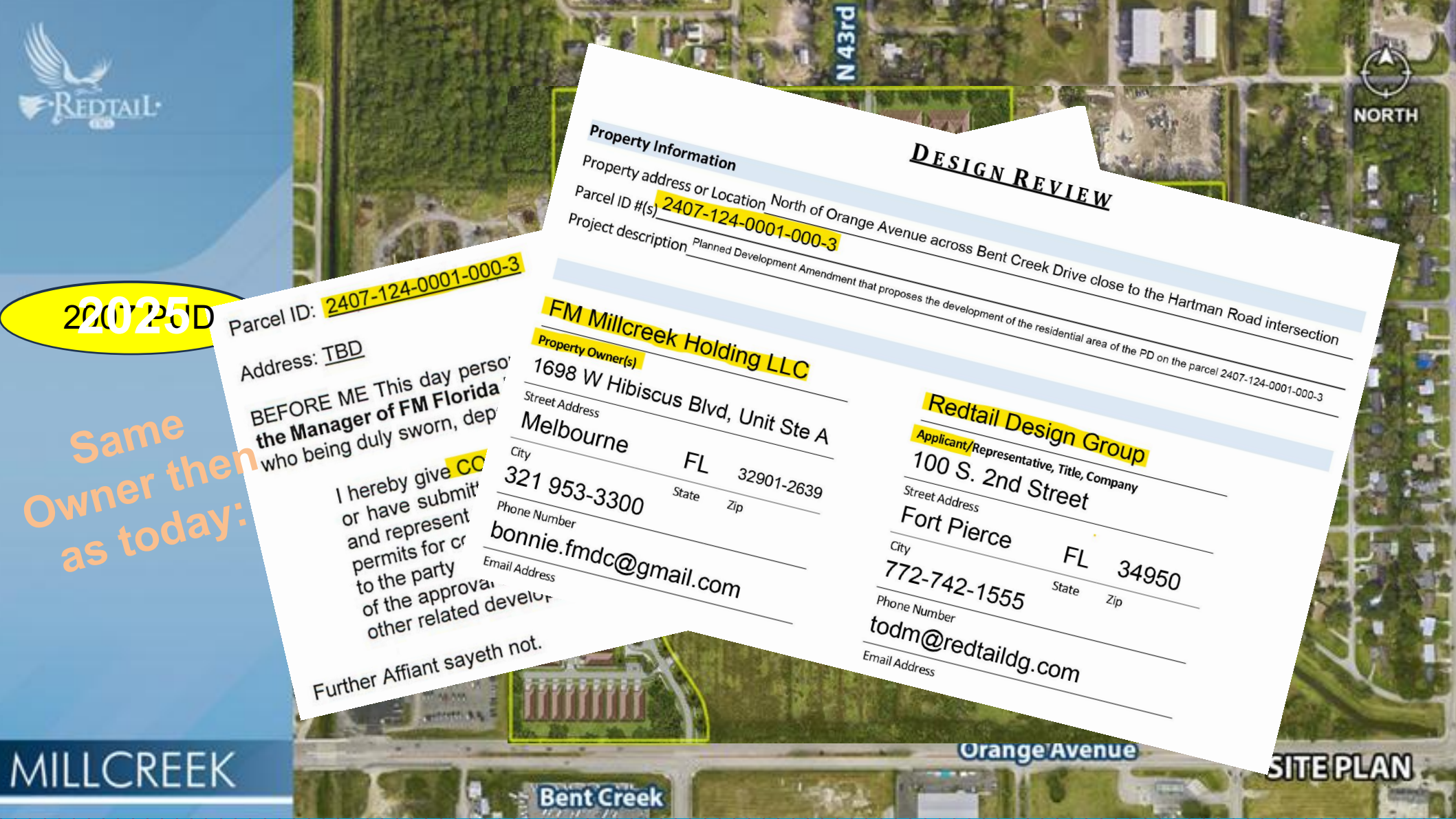


REDTAIL

2007 PUD

County Approved PUD Site Plan

MILLCREEK


2025
2025 PD
Same Owner then as today:
N 43rd
NORTH
Orange Avenue
Bent Creek
SITE PLAN
MILLCREEK
DESIGN REVIEW
Property Information
Property address or Location North of Orange Avenue across Bent Creek Drive close to the Hartman Road intersection
Parcel ID #(s) 2407-124-0001-000-3
Project description Planned Development Amendment that proposes the development of the residential area of the PD on the parcel 2407-124-0001-000-3
Parcel ID: 2407-124-0001-000-3
Address: TBD
BEFORE ME This day perso
the Manager of FM Florida
who being duly sworn, dep
I hereby give CO
or have submit
and represent
permits for c
to the party
of the approva
other related develo
Further Affiant sayeth not.
FM Millcreek Holding LLC
Property Owner(s)
1698 W Hibiscus Blvd, Unit Ste A
Street Address
Melbourne FL 32901-2639
City State Zip
321 953-3300
Phone Number
bonnie.fmdc@gmail.com
Email Address
Redtail Design Group
Applicant/Representative, Title, Company
100 S. 2nd Street
Street Address
Fort Pierce FL 34950
City State Zip
772-742-1555
Phone Number
todm@redtaildg.com
Email Address

REDTAIL DG

2023 APPROV PRELIMIN PD PL

INCLUDES:

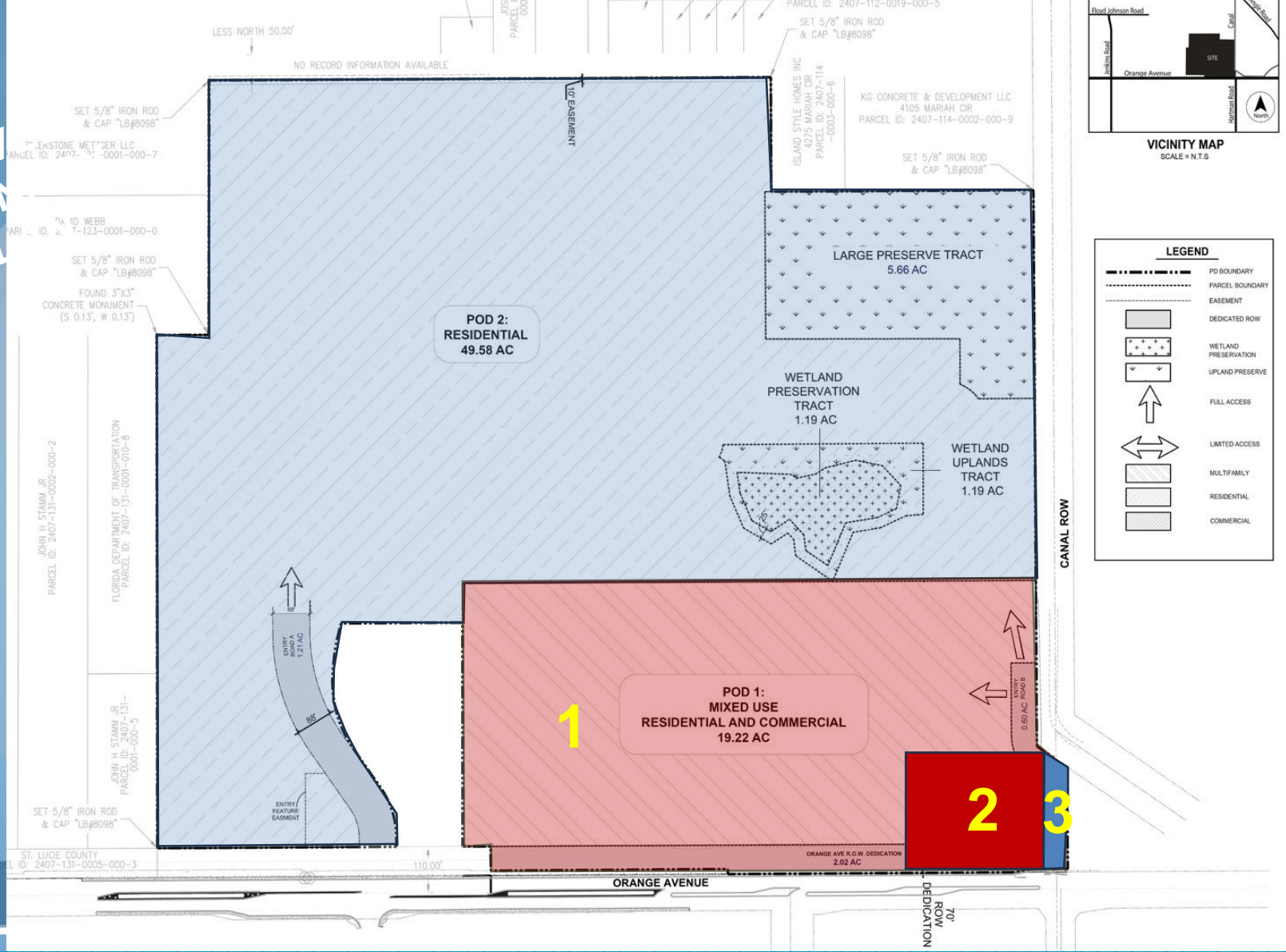
Two Separate Pods

Two Separate Owners

POD 2:
1 Owner / 1Lot

POD 1:
1 Owner / 3 Lots

MILLCREEK



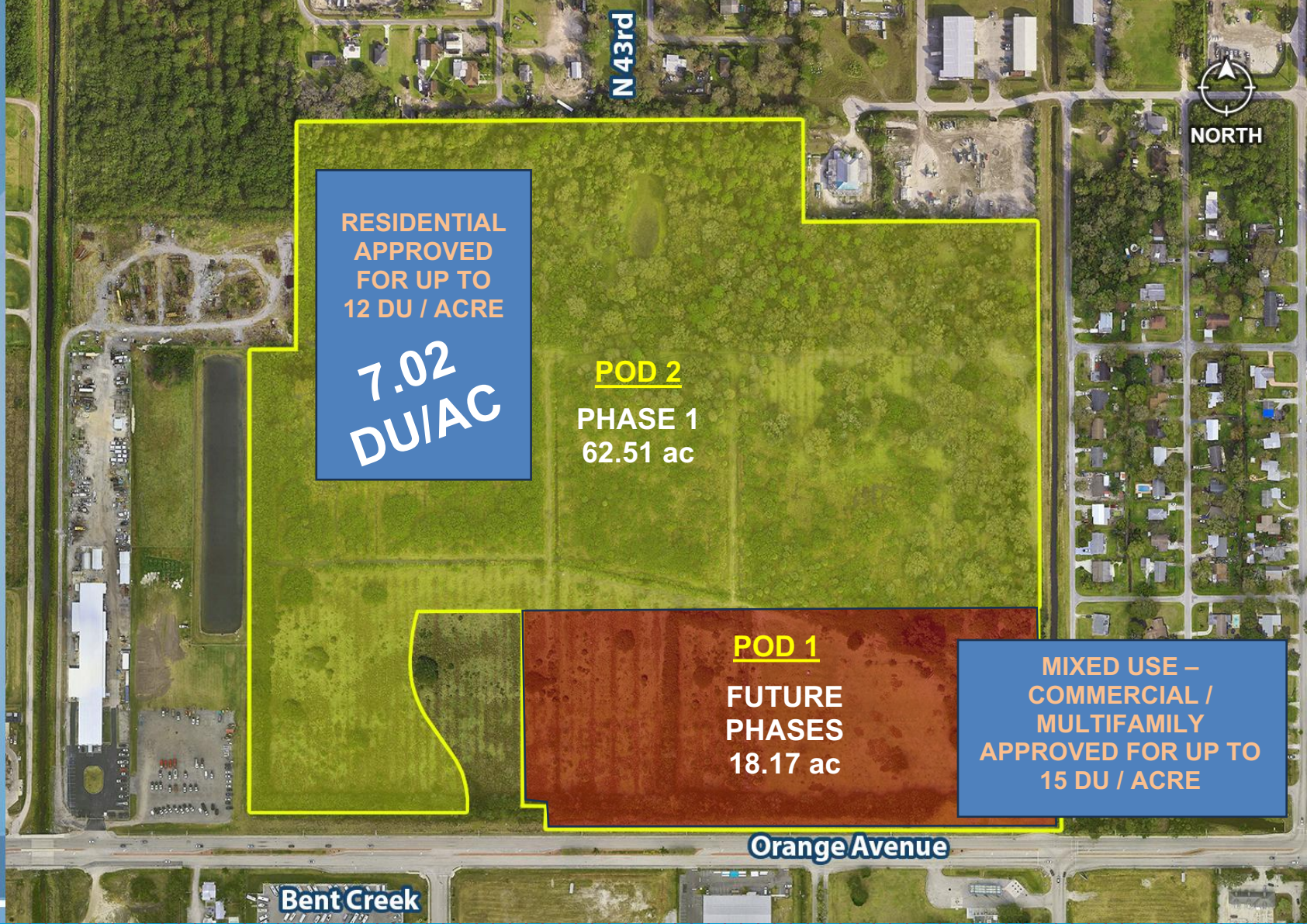
REDTAIL DG

2023 Approved PD

Included:
Two PODS

CURRENT SUBMITTAL:
PHASE 1
62.51 acres

MILLCREEK



REDTAIL

JULY 2024

Submitted
POD 2
PHASE 1

SITE PLAN

MILLCREEK

REDTAIL DG

Approved PD

Two PODS

ACREAGE

MILLCREEK

REDTAIL DG

STORMWATER AND ACCESS

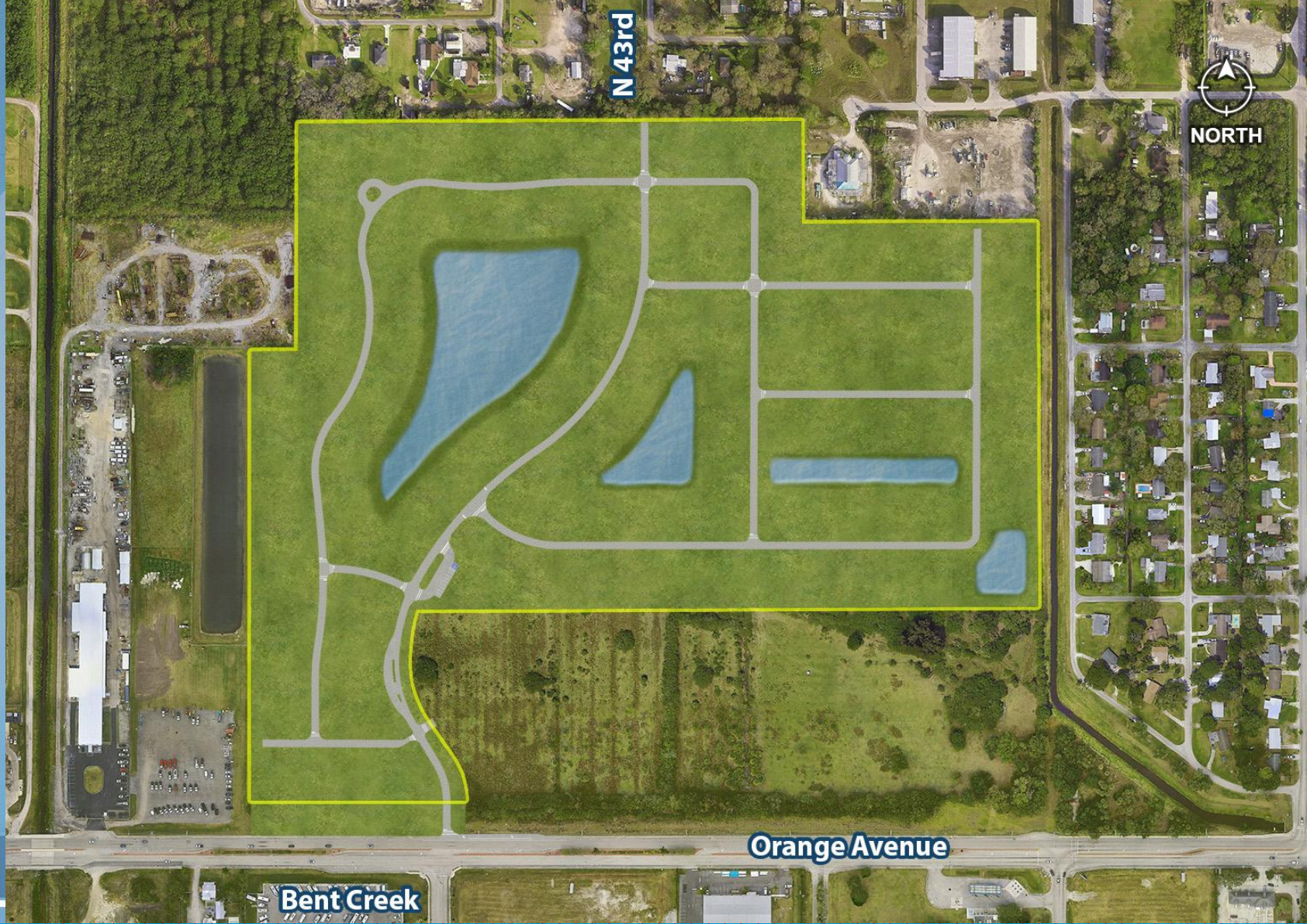
5.84 ac Stormwater

Access

MILLCREEK

REDTAIL DG

STORMWATER AND ACCESS



MILLCREEK

REDTAIL

MAIN ACCESS

MILLCREEK

Gated Entrance

School Bus Stop

Access to the neighboring property

Gated Exit only

Main Access

Deceleration lane

Orange Avenue

Bent Creek

REDTAIL

SITE PLAN

130 Single Family

MILLCREEK

REDTAIL DG

SITE PLAN

130 Single Family

309 Townhomes

439 Total homes

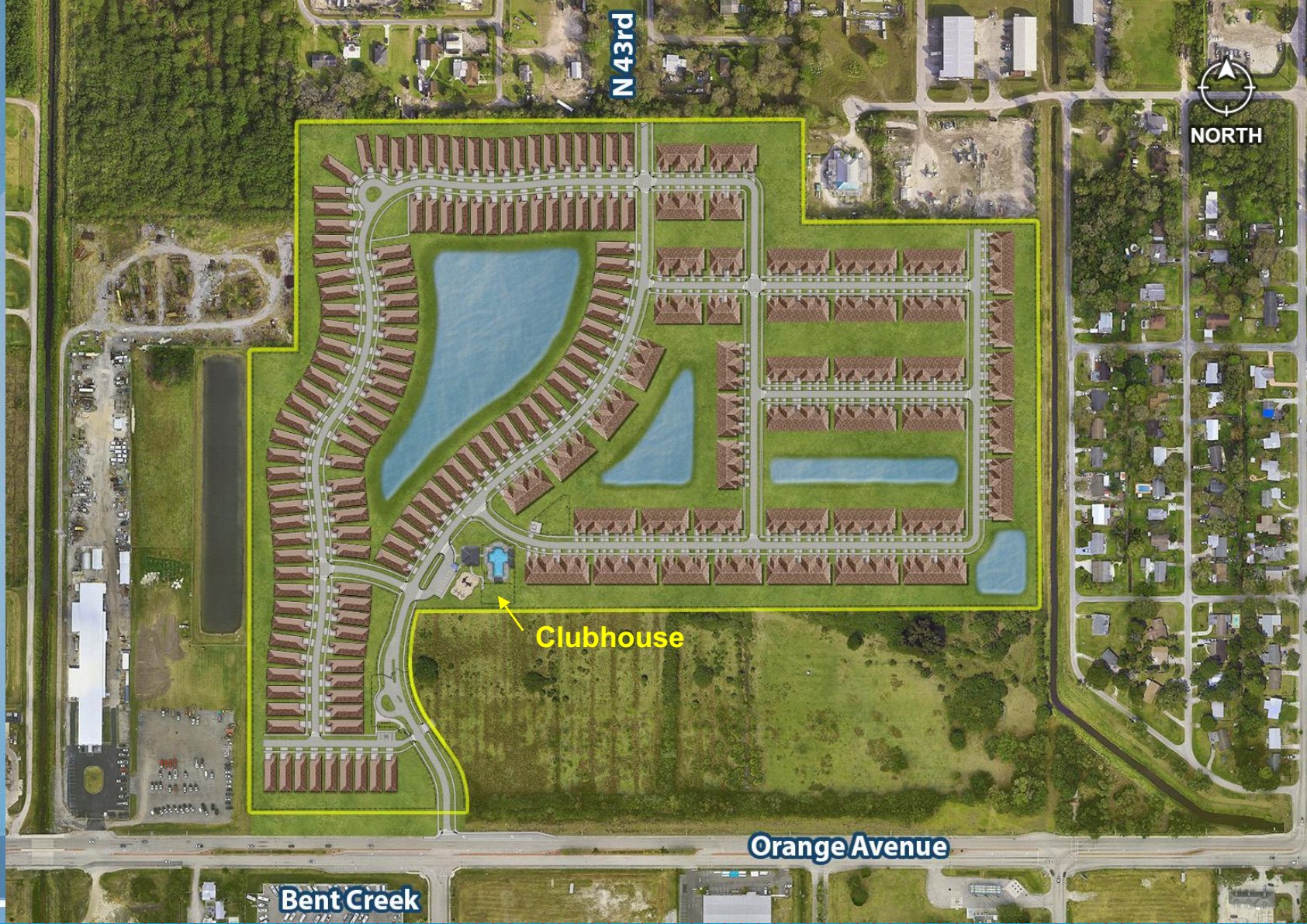
7 dwelling units/ac

MILLCREEK

REDTAIL DG

AMENITIES

- Clubhouse
- Pool Deck
- Pool
- Playground
- Dog Park
- Event Lawn



MILLCREEK

Clubhouse Elevations

EVENT LAWN

CLUBHOUSE

POOL

PLAYGROUND

DOG PARK

MILLCREEK

REDTAIL DG

PARKS

MILLCREEK

REDTAIL DG

LANDSCAPING

PERIMETER LANDSCAPE BUFFERS

EXCEED REQUIREMENTS

MILLCREEK

REDTAIL DG

LANDSCAPING

MILLCREEK

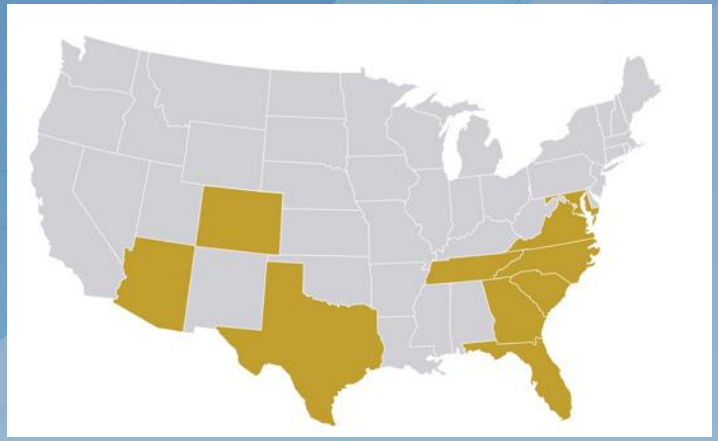
REDTAIL DG

PHASING PLAN

MILLCREEK

REDTAIL

10 STATES



22 MARKETS
225 COMMUNITIES
31,000 HOMES
SENIOR LIVING
2021 NASDAQ
2022 PGA TOUR
2024 BUILDER
2025 NAT'L BUILDER OF YEAR

DREAM FINDERS HOMES
ACTIVE ADULT LIFESTYLE

FOUNDED IN 2008

DREAM FINDERS HOMES

Nasdaq

DREAM FINDERS HOMES
NATIONAL BUILDER OF THE YEAR
2025

OFFICIAL BUILDER FOR PGA

PGA TOUR

Builder
2024 Builder 100
14 Dream Finders Homes (p)

MILLCREEK

NATIONAL HOME BUILDER

AVONDALE

1,864 SQFT
3 Beds
2 Full Baths
2-Car Garage

DREAM FINDERS HOMES

Avondale 1,864 SQFT
First Floor
3 Beds
2 Full Baths

No Options Selected

DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579

REDTAIL DG

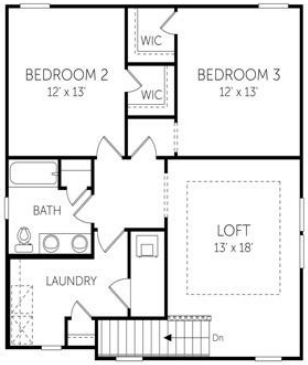
STOCKTON

2,098 SQFT
3 Beds
2 Full Baths
1 Half Bath
2-Car Garage

DREAM FINDERS HOMES

Stockton
First Floor
3 Beds
2 Full Baths | 1 Half Bath
2,098 Sq. Ft.

No Options Selected



DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579 Revision: 07/01/2023

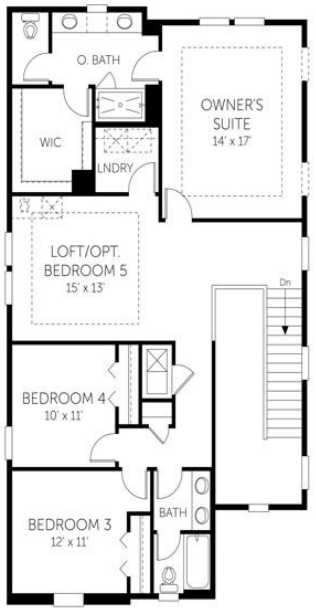
VILANO

2,500 SQFT
4 Beds
3 Full Baths
2-Car Garage

DREAM FINDERS HOMES

Vilano
Second Floor
4 Beds
3 Full Baths
1 Garage
2,500 Sq. Ft.

No Options Selected



DREAMFINDERSHOMES.COM
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REDTAIL DG

WARBLER

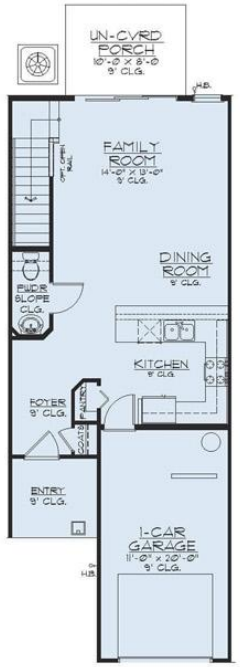
1,438 SQFT
3 Beds
2 Full Baths
1 Half bath
1-Car Garage

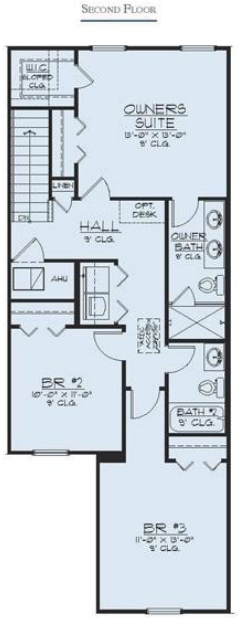
OPTION 2

OPTION 3

WARBLER

3 BEDROOM | 2.5 BATH | 1 CAR GARAGE | 1,438 SQ. FT. LIVING AREA





DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

DREAMFINDERSHOMES.COM

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CBC1257579

* Models subject to periodic Company wide revisions

REDTAIL DG

THANK YOU FOR YOUR ATTENTION

QUESTIONS?

MILLCREEK

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/06/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/06/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Monday, July 21, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, August 4 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-021- AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD PHASE 1 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID: 2407-124-0001-000-3

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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.

/s/ Linda W. Cox, City Clerk
July 6 2025
LSAR0327870

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 08/04/2025

Re: PORF Ordinance Change for Retirement and Opt Out

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 25-022 amending Chapter 2, Article IV, Division 5, Police Officers Retirement/Pension Funds to allow the Police Chief to opt out of the Police Officers Retirement Trust Fund and to increase DROP participation period to six years to mirror the general employee plan. FIRST READING

SUMMARY:

The Board of Trustees of the Police Officer's Retirement Trust Fund ("Fund") recommends increasing the DROP period for the Fund to mirror the six-year period of participation for the General Employee Plan.

This ordinance permits the police chief, retroactively to 2015, to opt out of the Police Officer's Retirement Trust Fund.

RECOMMENDATION:

Adopt the ordinance.

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Johnna Morris, Finance Director
Sara Hedges, City Attorney
Police Officer Trust Fund Pension Board

Fiscal Impact

OTHER INFORMATION:

Letter of no current actuarial impact provided and attached.

Attachments

Ordinance 25-022
City Attorney Memo
Police Union Approval

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/10/2025 04:34 PM
City Manager	Richard Chess	07/15/2025 12:44 PM
Form Started By: Linda Cox		Started On: 07/10/2025 09:57 AM
Final Approval Date: 07/15/2025		

ORDINANCE NO. 25-022

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, POLICE OFFICERS' RETIREMENT/PENSION FUNDS**, **SUBDIVISION II – POLICE OFFICERS' RETIREMENT TRUST FUND**; BY AMENDING SECTION 2-381, DEFINITIONS AT THE DEFINITION OF POLICE OFFICER TO ALLOW THE POLICE CHIEF TO OPT OUT OF THE POLICE OFFICERS' RETIREMENT TRUST FUND PLAN; BY AMENDING SECTION 2-388, EMPLOYEE WITHDRAWAL FROM PLAN TO CORRECT AN INTERNAL INCONSISTENCY; AMENDING SECTION 2-397, DEFERRED RETIREMENT OPTION PLAN (DROP) TO INCREASE DROP PARTICIPATION PERIOD TO SIX YEARS TO MIRROR THE GENERAL EMPLOYEE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 23-060 adopted by the City of Fort Pierce City Commission of on February 5, 2024 to, in part, increase the period for participation in the Deferred Retirement Option Plan (DROP) to six years; and

WHERAS, the Board of Trustees of the Police Officer's Retirement Trust Fund ("Fund") recommends increasing the DROP period for the Fund to mirror the six-year period of participation for the General Employee Plan; and

WHEREAS, the City, as a management tool, wants to allow the Chief of Police the ability to opt out of the Fund plan; and

WHEREAS, the City Commission and administration, upon review of the plan, are desirous of amending the plan; and

WHEREAS, there is a vestige provision regarding a lump sum payment which is no longer payable from the plan which should be deleted.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

Section 1. Chapter 2 – Administration, Article IV – Officers and Employees, Division 5- Police Officers' Retirement/Pension Funds, Subdivision II – Police Officers' Retirement Trust Fund, Section 2-381 – Definitions of the Code of Ordinances of the City of Fort Pierce, is hereby amended so that the same shall read as follows:

Sec. 2-381. - Definitions.

The following words, terms and phrases, when used in this subdivision, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***

Police officer means any person who is elected, appointed, or employed full time by the city, who is certified or required to be certified as a law enforcement officer in compliance with F.S. § 943.1395, who is vested with authority to bear a rms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. The term includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as those terms are defined in F.S. § 943.10. All police officers are mandatory members of the plan except, effective June 1, 2015, the chief of police may elect to opt out of participation, notwithstanding any other provision of this Code. This opt out is a one-time option offered at the time of employment.

Section 2. Chapter 2 – Administration, Article IV – Officers and Employees, Division 5 – Police Officers' Retirement/Pension Funds, Subdivision II – Police Officers' Retirement Trust Fund, Section 2-388 – Employee Withdrawal from the Plan of the Code of Ordinances of the City of Fort Pierce, is hereby amended so that the same shall read as follows:

Sec. 2-388. Employee withdrawal from the plan.

(a) Employees who terminate employment prior to ten years' continuous service in the police department shall not be eligible for benefits.

(b) Employees who terminate with ten or more years continuous service with the police department shall be entitled to a benefit equal to the purchase of an annuity equal to the value of the lump sum payment at age 50 as computed in section 2-386(c) actuarially reduced by three percent for each year that the member retires early. The member can elect to wait to receive the benefit until age 55 without an actuarial reduction. Employees hired after December 17, 1984, shall not be eligible to receive lump sum benefits and may only accept the purchase of an annuity as provided herein. The benefit provided under this section and in conjunction with the benefit provided under the retirement system for officers and employees of participating employers shall in all cases provide, at a minimum, a benefit that is the actuarial equivalent of the benefit required under F.S. §§ 185.16(4) and 185.19.

(c) Employees who become totally and permanently disabled after ten or more years of continuous service shall be entitled to 100 percent of the benefit ~~lump sum~~ amount ~~accumulated on their behalf~~ accrued as of date of

disability as computed in section 2-386(c). ~~The lump sum shall be equal in value to the amount of monthly benefits to which the member is entitled.~~

(d) Notwithstanding any of the provisions hereof, if the early monthly retirement income payable to any person entitled to benefits hereunder is less than $75.00 per month, the trustees in the exercise of their discretion may specify that the actuarial equivalent of such retirement income be paid in a lump sum.

(e) Notwithstanding any of the provisions hereof, if the monthly retirement annuity from the municipal retirement system is equal to 50 percent of the average monthly salary of the retiring police officer, or if the combined monthly annuity from the municipal retirement system, federal Social Security retirement and the city police retirement fund is equal to 50 percent of the retiring police officer's average monthly salary, the trustees may, in the exercise of their discretion, specify that the actuarial equivalent of the monthly benefit in excess of 50 percent of such average monthly salary be paid in a lump sum.

Section 3. Chapter 2 – Administration, Article IV – Officers and Employees, Division 5 – Police Officers' Retirement/Pension Funds, Subdivision II – Police Officers' Retirement Trust Fund, Sections 2-397(a) and (c) – Deferred Retirement Option Plan (DROP) of the Code of Ordinances of the City of Fort Pierce, are hereby amended so that the same shall read as follows:

Sec. 2-397. Deferred retirement option plan (DROP).

(a) *Eligibility to participate in the DROP.*

(1) Any member who is eligible to receive a normal retirement pension may participate in the DROP. Members shall elect to participate by applying to the board of trustees on a form provided for that purpose, including an irrevocable letter of resignation from service to the city and withdrawal from the DROP effective after no more than 72 ~~60~~ months of participation in the DROP. All members who are in the DROP on or after February 5, 2024 are able to elect to participate in the 72 month DROP by completing a form.

(2) Election to participate shall be forfeited if not exercised within the first ~~27~~ 30 years of combined credited service. ~~However, participation in the first year of enactment will be extended to those members with 28 years of service in calendar year 2011.~~

(3) A member shall not participate in the DROP beyond the time of attaining 36 ~~30~~ years of service and the total years of participation in the DROP shall not exceed six ~~five~~ years. ~~For example:~~

~~a. Members with 25 years of credited service at time of entry shall only participate for five years.~~

~~b. Members with 26 years of credited service at time of entry shall only participate for four years.~~

~~c. Members with 27 years of credited service at time of entry shall only participate for three years.~~

(4) Upon a member's election to participate in the DROP, they ~~he~~ shall cease to be a member and is precluded from accruing any additional benefit under the pension fund. For all fund purposes, the member becomes a retirant. The amount of credited service and final average salary freeze as of the date of entry into the DROP.

***

(c) *Amounts payable upon election to participate in DROP.*

(1) Monthly retirement benefits would have been payable had the member terminated employment with the department and elected to receive monthly pension payments will be paid into the DROP and credited to the retirant. Payments into the DROP will be made monthly over the period the retirant participates in the DROP, up to a maximum of 72 ~~60~~ months.

~~(2) Members who are entitled to a lump-sum payment under section 2-388 of the pension plan may enter into the DROP. However, the member's benefit will be paid as a monthly annuity, during the period of the DROP and for the member's lifetime thereafter (with ten years of payments guaranteed). The member will be entitled to the lump sum of the DROP balance at the end of the DROP term, but no other lump sum will be payable~~.

(2)~~(3)~~ Payments to the DROP will be invested in a member directed account. The board shall select a third-party administrator or provider for this purpose. The member's DROP account will be required to pay the expenses of investment and the DROP participant shall be responsible for the investment risks.

(3)~~(4)~~ No payments will be made from DROP until the member terminates employment with the city. Upon termination from DROP and from employment, a member's monthly pension benefit will be paid directly to the member.

Section 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 6. This Ordinance shall be effective immediately upon adoption, except as provided for otherwise in this Ordinance.

APPROVED AS TO
FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-022 was duly advertised by title only in the St. Lucie News Tribune on July 25, 2025, copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, amended, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 4, 2025; and was duly introduced, read by title only, and passed on second and final reading on August 18, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 18th day of August, 2025.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

TO: Linda Cox, City Clerk

FROM: Sara Hedges, City Attorney SH

RE: PORF Ordinance Change for Retirement and Opt Out

CAO RLS FILE: RLS 25-113

DATE: May 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to amending the Code to extend the DROP period for police officers to six (6) years, deleting lump sum language related to total and permanent disability, and to allow the Chief of Police to opt out of the Police Officer Retirement Plan ("Plan"). This RLS is a second review related to RLS 25-12. The Ordinance was previously reviewed and approved related to the DROP and lump sum amendments without inclusion of the opt out language for the Chief of Police for the Plan.

After the Ordinance approval in RLS 25-12, the Police Officers Retirement Fund Board of Trustees ("Board") attorney provided additional language related to the ability of the Chief of Police to opt out of the Plan based on a request from the PBA Union. The Finance Director subsequently indicated this opt out language should be included in the Ordinance, and it should be retroactive to June 1, 2015.

It has consistently been and still is this Office's recommendation, though not legally required, that the language allowing the Chief of Police to opt out of the Plan be removed from this Ordinance and be addressed in a separate Ordinance. The reasoning for this is as follows:

1. The ability of the Chief of Police to opt out of the Plan and how the Chief of Police must do so has not been reviewed by the City Commission, nor has the City Commission given any direction on this issue to know whether the proposed changes are desired and likely to be approved.

2. Inclusion of the opt out language in the Ordinance risks the DROP changes not being approved if the City Commission does not wish to amend the Code with the currently drafted opt out language.

3. The actual language from Section 185.02(16), Florida Statutes, on which the Code

definition of a police officer (which is where the opt out language has been added) states: "Any plan may provide that the police chief shall have an option to participate in that plan."

The language included in this Ordinance instead states: "All police officers are mandatory members of the plan except, effective June 15, 2015, the chief of police may elect to opt out of participation, notwithstanding any other provision of this Code. This opt out is a one-time option offered at the time of employment."

The statute does not contemplate a retroactive opt out ability, nor does it appear to require the City give the Chief of Police the ability to opt out of the Plan. It is unclear why the term is written differently in the Ordinance than the statute. It is also unclear whether the retroactivity date to June 1, 2015 was specifically reviewed and approved by the Board's attorney, since the language she provided did not include this date and was provided by the Finance Director.

4. The language of the Ordinance does not include the process for how the Chief of Police is to opt out of the Plan. Section 2-263 of the Code of Ordinances requires that if the Chief of Police is to opt out of the general retirement system, the Chief of Police must do so in writing to the retirement board within 30 days of assuming the position as the Chief of Police. The requirements should be consistent. It is unclear whether the process to opt out of the Plan has been considered by the Board, the union, or City staff.

5. The reasoning behind the opt out language change to the Code is unclear. Further, it is unclear why only the Chief of Police is being permitted to opt out of the Plan.

6. It is unclear what is to happen to the monetary funds that would be deposited into the fund when the Chief of Police participates if the Chief of Police chooses to opt out of the Plan.

An Actuarial Impact Letter, indicating no impact was previously provided by the Board attorney related to the Ordinance approved in RLS 25-12 with the DROP extension and the lump sum language change. It does not appear a letter has been provided now that the additional language allowing the Chief of Police to opt out of the Plan has been included in the Ordinance. It is recommended such be obtained, if the opt out language remains in the Ordinance.

As was noted in the Memorandum for RLS 25-12, it has been relayed that the changes reflected in the Ordinance related to, at least, the DROP terms were discussed with the PBA Unions during previous negotiations and were agreed to. It was previously recommended by this Office that the agreement from the PBA Unions be put in writing so there are no issues with them objecting to the Ordinance. This written agreement has not been received as of this date. It is still recommended written agreement from the PBA Unions be obtained for the entire Ordinance, in final form, prior to review by the City Commission.

I have reviewed the updated Ordinance that was provided and made suggested changes to the Ordinance. Despite the above recommendation to address the opt out language in a separate Ordinance, I have not removed the opt out language from the Ordinance to not further delay the

needed changes related to the DROP terms. A Track Changes version and a Clean Copy of the Ordinance are uploaded to Agenda Quick. The Clean Copy is approved as to legal form and correctness, meaning it can be adopted, though the above recommendations remain from this Office.

The Clean Copy of the Ordinance and this Memorandum should be provided to the Board's attorney for review, comment, and approval on the Ordinance in final form. If any additional changes are made to the Ordinance, the Ordinance should be resubmitted for additional review as to form and correctness.

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

From: Jared Sorensen
To: Linda Cox
Cc: Sara Hedges; DeVoshay Johnson; Johnna Morris
Subject: FW: PORF Ordinance
Date: Friday, June 6, 2025 11:35:03 AM
Attachments: image001.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Linda:

Please see the email confirmation below that the PBA has no objections to the ordinance change.

Respectfully,

Jared Sorensen SHRM-SCP | Human Resources Manager | City of Fort Pierce
772.467.3764 • 100 North U.S. 1 Fort Pierce, FL 34950
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

From: JJ Woolsey <jj@cfpba.us>
Sent: Friday, June 6, 2025 10:32 AM
To: Jared Sorensen <jsorensen@cityoffortpierce.com>
Subject: Re: PORF Ordinance

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Jared,

This email response will serve as written acknowledgement from the PBA Union that we have no objections to the ordinance.

Sent from JJ's iPhone

On Jun 5, 2025, at 2:36 PM, Jared Sorensen <jsorensen@cityoffortpierce.com> wrote:

JJ:

Please see the attached and the email thread below. Please confirm that the Union has no objections to moving forward with this ordinance.

Thanks,

Jared Sorensen SHRM-SCP | Human Resources Manager | City of Fort Pierce
772.467.3764 • 100 North U.S. 1 Fort Pierce, FL 34950
Website | Facebook | Survey

<image002.png>

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."
<image003.gif>

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From: Linda Cox <lcox@cityoffortpierce.com>
Sent: Thursday, June 5, 2025 1:46 PM
To: Jared Sorensen <jsorensen@cityoffortpierce.com>; Brian MacNaught <bmacnaught@fppd.org>
Subject: PORF Ordinance

Good afternoon Gentlemen!

Attached is the most recent and hopefully final version of the PORF ordinance. As previously requested, we are seeking written acknowledgement from the PBA Unions

that they have no objections to the ordinance. We would like to include this acknowledgement when this is submitted to the City Commission for consideration.

Have a great day!

Linda W. Cox, MBA, CMC, FCRM | City Clerk | City of Fort Pierce

City Clerk's Office
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

<PORF Ordinance Final Draft.docx>

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

December 20, 2024

Ms. Bonni S. Jensen, Esq.
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317

Re: City of Fort Pierce Police Officers' Retirement Trust Fund
No Current Actuarial Impact Statement for Proposed Ordinance

Dear Bonni:

We have reviewed the proposed ordinance for the City of Fort Pierce Police Officers' Retirement Trust Fund (Plan), which would amend Sections 2-388 and 2-397 of Article IV, Division 5 of the City of Fort Pierce, Florida Code of Ordinances. The proposed changes to the Police Plan are as follows:

- Revising the wording in Section 2-388 to clarify that 100% of the benefit amount accrued as of the date of disability is payable to employees who become totally and permanently disabled (rather than the lump sum accumulated).
- In Section 2-397, changing the maximum DROP participation period for all current and future DROP participants from 60 months to 72 months, and changing the maximum years of service including years of DROP participation from 30 years to 36 years.

It is our opinion that the proposed change to Section 2-388 is a clarifying amendment which will not change the way the Plan is currently interpreted or valued.

The proposed changes to the DROP provisions could modify retirement behavior (or average DROP entry timing). By itself, an increase in the maximum period of DROP participation from 5 years to 6 years may reduce the average service at DROP entry, as it could influence members to enter the DROP a little earlier than they otherwise would have, assuming such members want to stay in the DROP longer than 5 years and do not want to change their total career length. However, an extension of the latest possible time for members to exit the DROP (from 30 total years of service to 36 total years of service including years of DROP participation) could have an offsetting impact, as members who want to work longer than 30 years in total will now be able to work up to 6 additional years. An increase in the maximum total service from 30 years to 36 years, by itself, could increase the average service at DROP entry.

When members are in the DROP, they are considered to be retirees for valuation purposes. For most DROP retirees, monthly benefits are deposited into a self-directed investment account, so investment returns on DROP accounts do not materially affect the net assets of the Plan. For this reason, if the average length of DROP participation increases after the maximum DROP

participation period is extended, the net impact on the Plan's net investment returns (net of DROP accounts) will be minor and thus will not be expected to impact the Plan's required pension contributions or liabilities.

The current assumed retirement rates vary by age and completed years of service, and these rates were recently revised after the completion and adoption by the Board of an experience study. Under the updated rates, 60% to 80% of members under age 60 (and 100% at ages 60 or higher) are assumed to retire or enter the DROP after completion of 25 years of service. After completion of 26 years of service, 100% of all remaining members are assumed to retire or enter the DROP. The proposed DROP provision changes (particularly the change to allow members to remain in the DROP until they have a total of 36 years of service) may alter actual retirement experience going forward, but it is impossible to predict the magnitude of the change in retirement rates. The current assumption (that the majority of members will enter the DROP after completion of 25 years) is a conservative assumption, in that if more members delay entering the DROP until after completion of 25 years than expected, the cost/liability of the Plan could be lower than currently anticipated. As such, we advise not making changes to the retirement rates in response to this Ordinance until future experience justifies such a change. If no changes are initially made to the retirement rates as a result of this Ordinance, then there will be no immediate cost or liability impact.

Based on the above rationale, it is our opinion that this Ordinance will not have a current actuarial impact on the cost of the Plan. Therefore, a formal Actuarial Impact Statement is not required. However, we recommend you send a copy of this letter and the Ordinance to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems.

Peter N. Strong is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuary is independent of the plan sponsor.

If there are any questions, please let us know.

Sincerely yours,

Peter N. Strong, FSA, EA, MAAA, FCA
Senior Consultant and Actuary

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 08/04/2025

Re: King's Landing Villas - Amendment to Assigned and Assumed Development Agreement and Release of Reverter

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

SUMMARY:

The City and the FPRA entered into an Agreement for Development of King's Landing with Audubon Development, Inc. (“Audubon”) on December 2, 2019 ("Original Agreement for Development"). The Agreement was amended by a First Amendment to Agreement for Development of King's Landing, dated February 3, 2020. On February 8, 2022, the Parties entered into an Amended and Restated Agreement for Development of King's Landing ("Amended and Restated Agreement") which superseded the Original Agreement for Development. The Amended and Restated Agreement was amended through a First Amendment to the Amended and Restated Agreement, dated November 21, 2022 (the "First Amendment"), a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024 (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement").

On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Project along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”).

Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

The Amended and Restated Agreement contains a Reverter to the City and the FPRA (the “Reverter”) that requires the release of the Reverter upon certain performance measures being met. The Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner’s ability to obtain necessary financing. The Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property and a construction loan, which is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan.

The Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat

Property, which could not be accomplished without an amendment to the Amended and Restated Agreement. The Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment") reflects the amendments to terms for the Villas Plat Property only, to include the requirements for the reverter, the construction loan, future assignments and sales, and reporting.

The Resolution authorizes the execution of the Amendment and the Release of Reverter by the City as to the Villas Plat Property, only.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Richard Chess, City Manager
Villas Plat Property Owner and Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-R51

Amendment to Assigned and Assumed Amended and Restated Agreement - King's Landing Villas (Exhibit A to Resolution)

Release of Reverter (Exhibit B to Resolution)

Performance Bond (Exhibit B to Amendment to Assigned and Assumed Agreement)

Construction Loan (Exhibit C to Amendment to Assigned and Assumed Agreement)

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/23/2025 11:56 AM

Form Started By: Sara Hedges
Started On: 07/22/2025 11:59 AM
Final Approval Date: 07/23/2025

RESOLUTION NO. 25-R51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE CITY'S REVERTER ON THE VILLAS PLAT PROPERTY ONLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "City"), the Fort Pierce Redevelopment Agency (the "FPRA"), and Audubon Development, Inc. ("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, the FPRA, 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 which superseded the Original Agreement for Development; and

WHEREAS, Audubon, the City, and the FPRA 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"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter"); and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond

for the site work for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan that is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan; and

WHEREAS, the Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement; and

WHEREAS, the City and the Villas Plat Owner desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties, and obligations and to modify certain rights and obligations as to the Villas Plat Property only; and

WHEREAS, the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment"), attached hereto as Exhibit A and fully incorporated herein by reference, reflects the amendments; and

WHEREAS, the Release of Reverter is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, the City desires to enter into the Amendment and to release the City's Reverter as it relates to the Villas Plat Property only.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission of the City of Fort Pierce, Florida, approves and authorizes the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 3. The City Commission of the City of Fort Pierce, Florida approves and authorizes the release of the Release of Reverter as to the Villas Plat Property only, attached hereto as Exhibit B and fully incorporated herein by reference.

SECTION 4. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the Amendment and the Release of Reverter.

SECTION 5. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

AMENDMENT TO
***ASSIGNED AND ASSUMED* AGREEMENT**
FOR DEVELOPMENT OF KING'S LANDING (VILLAS PLAT)

THIS AMENDMENT TO THE ASSIGNED AND ASSUMED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (Villas Plat) ("Amendment") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City "), 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"); and KINGS LANDING FT PIERCE, LLC a Florida Limited Liability Company (hereafter referred to as "Villas Plat Owner"), whose mailing address is 3670 Macguire Blvd. #220, Orlando, FL 32803.

W I T N E S S E T H:

WHEREAS, the City and Audubon Development, Inc. 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 which superseded the Original Agreement for Development; and

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"); and

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment")(the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, all capitalized terms used in this Amendment which are not otherwise defined herein shall have the meaning assigned in the Amended and Restated Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project which is legally described as set forth on Exhibit A hereto (the "Villas Plat Property") from Audubon to the Villas Plat Owner; and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHERAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property, attached as Exhibit B; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan, attached hereto as Exhibit C, that is dependent upon the City's release of the Reverter within ninety (90) days of the June 12, 2025 closing of the construction loan; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties and obligations and to modify certain rights and obligations as to the Villas Plat Property only.

NOW THEREFORE, for good and valuable consideration, the undersigned parties to this Amendment do hereby amend the assigned and assumed 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 the Villas Plat Owner, the City of Fort Pierce City Commission, and the FPRA Board, whichever is later.

3. **Applicability.** The amendments stated herein are as to the Villas Plat Property only and shall not be construed as affecting or implementing the remaining property encumbered by the Amended and Restated Agreement and applicable amendments thereto.

4. **Reverter.** Section 10(b) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

The construction loan for the Phase 1 Villas Plat Property will be secured by a mortgage on the entire Villas Plat Property. 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 Villas Plat Property, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the site work, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Villas Plat Property, from the encumbrance of the Reverter, which instrument will be recorded in the public record so that the construction lender will acquire a construction mortgage encumbering all of the Villas Plat Property securing the Construction Loan free and clear of the City's Reverter.

5. **Performance Bond.** Section 10(d) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

   The Villas Plat Owner shall obtain a performance bond for the construction of the site work for the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for site work. The bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless the Villas Plat Owner 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 project.

6. **Partial Release of Reverter**. Through this Amendment, the Parties agree Section 10(b) and Section 10(d), both as amended above, of the Amended and Restated Agreement has been satisfied with respect to the Villas Plat Property. Therefore, the City and FPRA desire to release their reversion interest in the Villas Plat Property only, pursuant to the Release of Reverter, attached hereto as Exhibit D and fully incorporated herein by reference. The Parties agree this release shall be binding upon the City and the FPRA and their successors and assigns and shall inure to the benefit of the Villas Plat Owner and its successors and assigns.

7. **Reporting Requirements.** Notwithstanding any provision in the Second Amendment to the contrary, the Villas Plat Owner shall provide quarterly Written Progress Updates to the City commencing September 1, 2025, and every three (3) months thereafter, on the first (1st) of each required month, and FPRA and shall make Progress Update Presentations before the City only if requested by the City or FPRA. This obligation of the Villas Plat Owner shall terminate upon the sale of the last lot (with a home) within the Villas Plat Property to an end-user.

8. **Individual Lot/Unit Sales.** Notwithstanding any provision in the Amended and Restated Agreement to the contrary, the requirement for prior notice to and approval

by the City of any sale, conveyance, or transfer of all or any portion of the Property shall not apply to the sale, conveyance, or transfer of individual residential lots or dwelling units that are part of a duly recorded residential subdivision plat or condominium for the Villas Plat Property, where such lots or units are intended for sale to end users in the ordinary course of development and marketing of the residential community. Such transfers shall be deemed exempt from the notice and approval requirements set forth in Section 12 of the Amended and Restated Agreement. In addition, upon the sale of a platted lot within the Villas Plat Property with a home to an end-user and upon a Certificate of Occupancy being issued, the Amended and Restated Agreement shall automatically terminate with respect to such lot and the Villas Plat Owner shall be entitled to record an affidavit, with the Certificate of Occupancy attached, in the public records confirming that the transfer of the lot was with an end-user with a home and any title company insuring title to such lot may rely upon such affidavit for purposes of deleting the Amended and Restated Agreement from title. Should a unilateral affidavit not be accepted by the title company, the City Commission and FPRA Board authorize the City Manager and FPRA Director and the City Attorney and the Agency Attorney, respectively, to review, approve, and execute an affidavit for purposes of deleting the Amended and Restated Agreement from the title, so long as the Certificate of Occupancy is attached and all requirements herein have been met.

9. **Future Assignment/Transfer Prior to Completion.** Section 12 of the Amended and Restated Agreement is amended to require any future assignment or transfer of the Villas Plat Property through a sale, ground lease, or joint venture agreement prior to completion of the entire Project shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

10. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:

    To Villas Plat Owner:

    INB Homes
    3670 Maguire Blvd., Suite 220
    Orlando, Florida 32830
    Attn: Rainer Richter, Executive Vice President
    E-mail: R.Richter@inbhomes.com

With a copy to:

GODBOLD, DOWNING, BILL & RENTZ, P.A.
222 W. Comstock Ave., Suite 101
Winter Park, FL 32789
Attention: Travis Rentz
Email: trentz@gdb-law.com

11. **No Further Amendment of Amended and Restated Agreement.** Except as explicitly and specifically amended by this Amendment, the Amended and Restated Agreement shall remain in full force and effect and binding upon the Villas Plat Owner.

12. **Counterparts; Electronic Signatures.** 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.

[Remainder of page intentionally left blank – signature pages to follow]

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

WITNESSES:

"Villas Plat Owner"

KINGS LANDING FT PIERCE, LLC, a Florida limited liability company

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025,
by_____ as _____ for KINGS LANDING FT PIERCE, LLC, a Florida limited liability company. Said person did 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 by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did 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 me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did 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 A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

_____ [Space Above This Line For Recording Data] _____

RELEASE OF REVERTER
TO ASSIGNED AND ASSUMED AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING
VILLAS PLAT PROPERTY

Date: August 12, 2025

Parties:

"**City of Fort Pierce**" is the City of Fort Pierce, a Florida municipal corporation, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

"**FPRA**" is Fort Pierce Redevelopment Agency, a community redevelopment agency establish pursuant to Florida Statutes Chapter 163, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

BACKGROUND

A. The City of Fort Pierce (the "City"), the Fort Pierce Redevelopment Agency (the "FPRA"), and Audubon Development, Inc. ("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").

B. The City, the FPRA, 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 which superseded the Original Agreement for Development.

C. Audubon, the City, and the FPRA 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").

D. Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

E. On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner").

F. Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

G. The Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter").

H. The Amended and Restated Agreement required the release of the Reverter upon certain performance measures being met.

I. The Amended and Restated Agreement was amended through an Amendment to the Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amended Assigned and Assumed Agreement (Villas Plat)"), which *inter alia* amended the performance bond and construction loan requirements for the Villas Plat Property, as described in the legal description attached hereto at Exhibit A and incorporated herein by reference, to allow the release of the Reverter as it relates to the Villas Plat Property only.

J. The City approved Resolution No. 25-R51 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

K. The FPRA approved Resolution No. 25-12 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

NOW THEREFORE, for the premises above stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. The City hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

2. The FPRA hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

3. Except as set forth above, the Amended and Restated Agreement and the Amended Assigned and Assumed Agreement (Villas Plat) are hereby reaffirmed in all respects and remains in full force and effect.

4. This instrument may be executed in counterparts, each of which when taken together with constitute one and the same instrument.

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 by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did 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 me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did 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 A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

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CONTAINING 0.76 ACRES, MORE OR LESS.

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

PERFORMANCE AND/OR PAYMENT BONDS ATTACHED

Attached, please find the Performance and/or Payment Bonds that you've requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
PHONE: 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bonds Number GSA01800147
(hereinafter individually referred to as "Performance Bond" or Payment Bond and collectively referred to as "Bonds")
issued by, The Gray Casualty & Surety Company, as Surety, on the 28 day of March ,2025

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bonds in connection with the contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to executed and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City of Fort Pierce** shall be added to the Bond as a named Obligee
(hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety Shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. All the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.
3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment bond; the Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed and sealed this 28 day of March, 2025.

Principal: INB Homes
By: _____
Print: RAINER RICHTER

Surety: The Gray Casualty & Surety Company
By: _____
Print: Mark D. Leskanic, Attorney-in-Fact

Primary Obligee: Kings Landing Ft. Pierce, LLC
By: _____
Print: RAINER RICHTER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA01800147 **Principal:** INB Homes

Project: 22-310 - Villas at Kings Landing - Site Work

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GSA01800147

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INB Homes
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009 - 6202

OWNER:
(Name, legal status and address)
Kings Landing Ft. Pierce, LLC
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

CONSTRUCTION CONTRACT
Date: , 2025

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Description:
(Name and location)
22-310 - Villas at Kings Landing - Site Work

BOND
Date: March 28th , 2025
(Not earlier than Construction Contract Date)

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Modifications to this Bond: ☐ None ☑ See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
INB Homes
Signature:
Name and Title: Rainer Richter EVP

SURETY
Company: *(Corporate Seal)*
The Gray Casualty & Surety Company
Signature:
Name and Title: Mark D. Leskanic, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Professionals, Inc.
1661 Worcester Road, Suite 207
Framingham, MA 01701

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.

§ 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 herefrom 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.

§ 16 Modifications to this bond are as follows:

Dual Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Loan No.: G25018254

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "**Agreement**") is entered into as of 6/12/2025 (the "**Closing Date**") by KINGS LANDING FT PIERCE LLC, a Florida limited liability company ("**Borrower**"), and GENESIS CAPITAL, LLC, a Delaware limited liability company ("**Lender**").

R E C I T A L S

A. Borrower has requested that Lender make a loan to it in the aggregate principal amount of up to $6,417,600.00 (the "Loan").

B. Lender is willing to make the Loan to Borrower subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Lender and Borrower hereby agree as follows.

1. CERTAIN DEFINITIONS. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the definitions exhibit attached hereto as Exhibit A.

2. LOAN; GENERAL.

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow the principal sum of $6,417,600.00 said sum to be evidenced by the Note and which shall be repaid in accordance with the terms of the Note and the other Loan Documents. The Loan is not a revolving credit line, and no payments or credits shall increase the maximum amount of advances available from the Loan.

2.2 Purpose. Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used for the construction of the Property and the Project and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents.

2.3 Grant of Security Interest in Property. The Note shall be secured, in part, by the Security Instrument encumbering certain real property and improvements as described therein.

2.4 Advances.

(a) **Initial Advance**. Subject to the provisions of this Agreement, upon written request by Borrower, pursuant to Section 3.1 below, Lender shall make the Initial Advance to Borrower on the Closing Date.

(b) **Construction Advances**. Subject to the provisions of this Agreement, upon written request by Borrower, Lender shall make a Construction Advance to Borrower, from time to time, within two (2) Business Days after all

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conditions precedent to making a Construction Advance (including those set forth in Sections 3.1 and 3.2 below), have been met.

(c) **Limitations**.

(i) Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Advances at any one time outstanding (with the exception of any Protective Advances (as hereinafter defined)) shall not exceed the amount of the Loan, and in no event shall the total Committed Loan Funds, as of such date of determination, exceed the maximum amount of the Loan.

(ii) Unless otherwise permitted by Lender, Advances shall be made (if at all) not more frequently than one (1) time in any calendar week and in a manner consistent with this Agreement and the Loan Budget.

(iii) In no event shall Lender be obligated to make Advances in excess of the percentage of construction completed as certified by Lender's inspector. The maximum amount of advances which Borrower may request for the Project or for any component or phase thereof shall be as set forth in the Loan Budget.

(iv) If required by Lender in its sole and absolute discretion, all Advances shall be made into an account of Borrower that is subject to the Deposit Account Control Agreement.

(v) Lender shall not be obligated to disburse Loan proceeds for the payment of any cost if the amount of such cost, together with the amounts of other costs included within the same "line-item" in the Loan Budget for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Loan Budget for such line-item, unless Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in nature satisfactory to Lender, of at least an equal amount in another line-item in the Loan Budget, and Lender approves a revision to the Loan Budget.

2.5 Loan Fees and Expenses. A non-refundable loan fee of 1.00% of the maximum principal amount of the Note as of the date hereof shall be earned by Lender upon execution of the Loan Documents and shall be due and payable by Borrower on the date hereof. In addition, Borrower shall pay to Lender, on the date hereof, those certain amounts referenced in the settlement statement approved by Lender in connection with the closing of the Loan.

2.5.1 Multiple Units. If the Property consists of more than one (1) Units (as such term is defined in the attached Exhibit E), the provisions of Exhibit E shall apply to this Agreement.

3. ADVANCES.

3.1 Closing Conditions; Advances. Lender's obligation to make any Advances (including the Initial Advance, if any) or take any other action under the Loan Documents shall be

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subject at all times to satisfaction of each and every one of the following conditions precedent in Lender's discretion:

(a) Receipt and approval by Lender of an executed original of this Agreement, each of the Loan Documents, and any and all other documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Agreement or any of the other Loan Documents or as otherwise required by Lender, each in form and content acceptable to Lender;

(b) There shall exist no Default or Event of Default under this Agreement or any of the Loan Documents;

(c) The Security Instrument is a valid lien upon the Property and is prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing (and, for the avoidance of doubt, the only liens or encumbrances affecting the Property are the Permitted Encumbrances);

(d) No Balancing Event (as defined below) shall then exist;

(e) Lender shall have received and approved a final Loan Budget;

(f) Lender shall have received and approved the following: (i) a written appraisal prepared in conformance with the requirements of FIRREA, as well as any other applicable rules or regulations from any and all applicable governmental authorities (subject to review and adjustment by Lender consistent with Lender's standard practices); (ii) evidence of the insurance coverage required under this Agreement; (iii) if requested by Lender, a soils and geology report for the Property; (iv) a Site Assessment with respect to the Property; (v) two (2) sets of the Plans and Specifications, certified as complete by the architect, together with evidence of all necessary or appropriate approvals of governmental agencies or private parties; (vi) copies of all agreements which are material to Completion of the Project, and, at Lender's option, an assignment of each and a Design Professional Consent from any applicable parties; (vii) copy of the General Contractor Agreement executed by Borrower in connection therewith with a Lender-approved General Contractor and, if required by Lender, a General Contractor Consent from such party (viii) copies of all Project Permits; (ix) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Project; (x) copies of all Lender-approved Trade Contracts then in effect for the Project and, if required by Lender, an executed Trade Contractor Consent for each Trade Contractor who is to receive proceeds of any Construction Advance; (xi) a list of all Project Documents in effect for the Project as of the date of such request for Advance and copies of all such Project Documents (including any new Project Documents and any Change Orders to any Project Documents, in each case, executed after the Closing Date or the date of the last Advance Request, as the case may be), and Lender shall have approved of any Change Order (to the extent Lender's approval is required hereunder) with respect to a Project Document for which Borrower is requesting a payment; and (xii) if requested by Lender, any seismic reports on the Property;

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(g) Borrower shall have presented evidence satisfactory to Lender that it has contributed equity in the Property and Project in the amount in the Loan Budget;

(h) Borrower shall have (i) provided any costing review documents requested or required by Lender, which costing review documents shall be subject to the review and approval of Lender's consultant and engineering team, (ii) paid a costing review fee in the amount required by Lender, and (iii) to the extent required by Lender based on the results of the costing review, funded any additional equity in the amount reasonably required by Lender;

(i) The representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and as of the date of each Advance or any other amounts pursuant to the Loan Documents;

(j) If required by Lender, Lender shall have received evidence that each of Borrower and Guarantor is in good standing (and if applicable, duly qualified as a foreign entity) in the state in which such entities are organized as of the date hereof and the states where such entities conduct business;

(k) Lender shall have received a commitment by a title company to issue the Title Policy (together with copies of all exceptions) in form and substance acceptable to Lender;

(l) If required by Lender, Lender shall have received legal opinions issued by counsel for Borrower and each other Borrower Party, as required by Lender;

(m) If required by Lender, Lender shall have received current Uniform Commercial Code searches for Borrower and each other Borrower Party, and, if required by Lender, the immediately preceding owner of the Property;

(n) If required by Lender, Lender shall have received evidence of insurance as required by this Agreement;

(o) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have a Material Adverse Effect;

(p) Borrower shall have paid or reimbursed all of Lender's outstanding fees and expenses (including the out-of-pocket fees and expenses of Lender's construction consultant(s), if any, and all other out-of-pocket fees, costs and expenses of Lender (including any draw fees and any fees and expenses of outside legal counsel) relating to the Loan, to the extent then due and payable, as well as all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the acquisition of the

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Property, evidence of such payment to be accompanied by any waivers or indemnifications deemed necessary by Lender;

(q) The Property shall comply in all material respects with all Legal Requirements;

(r) Such other documents or items as Lender or its counsel may require in their sole and absolute discretion (including credit and litigation information on Borrower and each other Borrower Party); and

(s) Lender shall have received and approved organizational documents, resolutions, certificates and consents with respect to Borrower (and the partners, members, managers or joint venturers of Borrower (if any)), all Guarantors (and the partners, members, managers or joint venturers of all such Guarantors (if any)), and such other related entities as Lender may require.

3.2 Request for Construction Advance; Additional Conditions. With respect to each Advance Request for a Construction Advance, each of the following conditions must be met prior to any such Advance being funded:

(a) Borrower shall (i) have obtained from the title company that issued the Title Policy (to the extent available in the applicable jurisdiction), a continuation of title endorsement (and if such endorsement is not available, such other evidence as may be required by Lender, including an updated title report) showing title to the Property vested in Borrower, with no subordinate items and with no exceptions to title of such Property other than Permitted Encumbrances (with affirmative insurance that no Taxes are delinquent, no mechanic's or supplier's liens have attached (or if inchoate mechanic's or supplier's liens have, that they are subordinate to the lien of the Security Instruments encumbering the Property), and, if available and applicable, that neither public nor private conditions, covenants or restrictions, if any, affecting the Property have been violated); (ii) if required by Lender, in its sole discretion, a title update endorsement issued concurrently with each Advance; and (iii) any other endorsements Lender may reasonably require in connection with such Advance; in each such case as required by Lender and at Borrower's sole cost and expense;

(b) Lender shall have received a certificate of Borrower with respect to any construction work constituting the applicable Project Expenditures to be funded by such Advance (a) certifying that whatever portion of such work has been completed to date has been completed in a good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications therefor, (b) including (with the Advance Request) a copy of any license, permit or other approval by any Governmental Authority required to commence the applicable Project Expenditures for which such Advance is sought, (c) including copies of all bills, invoices, receipts and other documentation requested by Lender to be reimbursed or paid by such Advance, (d) identifying each Person that supplied materials or labor in connection with the Project Expenditures to be funded by the requested Advance, (e) certifying that each such Person has been paid in full or will be paid in full in respect of such work promptly after receipt of such Advance, (f) accompanied by conditional lien waivers or other evidence of lien release upon payment satisfactory to Lender, (g) stating that all

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prior Advances (if any) have been spent on the expenses for which such Advances were made, (h) including a reconciliation by Borrower of the progress and cost of the completion of the Project through the date of such Advance Request with the Project Schedule and the Loan Budget, together with a projection of such progress and cost through to Completion, (i) including an anticipated cost report in a form reasonably acceptable to Lender, which indicates the costs anticipated to Complete the Project, after giving effect to costs, if any, incurred during the previous month (or the date of the last preceding Advance Request, as the case may be) (including a description of any reasonably projected cost overruns), (j) including a list of reasonably anticipated Change Orders to the Project Documents that may be made within the ensuing sixty (60) days after such Advance Request (regardless as to whether Lender's approval is required for any such Change Order), and (k) certifying that no Balancing Event then exists;

(c) Lender shall have received evidence satisfactory to it that Borrower has paid (or will pay concurrently with the funding of such Advance), from its own funds, the actual cost of the applicable Project Expenditure(s) less the amount to be advanced by Lender hereunder for such Project Expenditure(s) (it being agreed that if required by Lender, such amount shall be paid to Lender, and Lender shall pay the applicable invoice from such funds and such Advance);

(d) Lender shall have determined that the applicable work with respect to which the Advance has been requested has been completed in good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications;

(e) Lender shall have determined that the amount of unfunded Advances available to Borrower hereunder for the payment of all of the work comprising the Project that have not been completed, based on the applicable Committed Loan Funds as compared to all Advances that have been made prior to such date of determination for the Project, is not less than the amount actually necessary (as determined by Lender) to pay for the cost of all such work comprising the Project that has not been completed through the completion thereof (the failure of the foregoing to be true, a "**Balancing Event**") (or Borrower shall have delivered immediately available funds to Lender in the amount of such difference, which funds shall be held in a Reserve Account and disbursed to Borrower for the payment of Project Expenditures prior to the making of any further Advances for the payment of such Project Expenditures);

(f) Each requested Advance may be reduced by the Retainage applicable to such costs, and the amount of all such Retainage shall be advanced to Borrower only upon the Completion of the Project; provided, however, at Lender's sole option, Lender may withhold from the final disbursement of Loan proceeds the entire amount of the Retainage in lieu of reducing each individual Advance by the amount of the Retainage;

(g) The portion of the Loan Budget shown as being allocated as a contingency reserve ("Contingency Reserve"), and any increases in the Contingency Reserve pursuant hereto, shall be reallocated to such other line items in the Loan Budget as Borrower shall, from time to time, request in writing and Lender shall approve in its sole and absolute discretion. After any such

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reallocation, the portion of the Contingency Reserve that has been reallocated will be disbursed in accordance with the provisions governing the disbursement of Loan proceeds (including the conditions and restrictions set forth in this Section 3). If the actual cost or a revised guaranteed cost of a line item is less than the maximum amount of the Loan Budget allocated to any such line item, then any such excess amounts may be reallocated to the Contingency Reserve from time to time upon Borrower's written request and Lender's approval in its sole and absolute discretion. The reallocation, depletion, refusal of Lender to increase, reallocate or deplete the Contingency Reserve shall not release Borrower from any of Borrower's obligations under the Loan Documents;

(h) No Advances shall be made for Stored Materials unless (A) Lender shall have reasonably determined that the Stored Materials Conditions have been satisfied with respect to such Stored Materials (and that they remain satisfied with respect to any subsequent Advance for Stored Materials) and (B) Lender otherwise approves of such Advance, which approval Lender may grant or withhold in its sole discretion;

(i) At Lender's option, Lender shall have approved of "subguard" insurance policies with respect to each Trade Contract, to the extent a copy of such Trade Contract is requested by Lender, with respect to which such Advance is requested, and the same shall then be in full force and effect;

(j) Lender has determined that the Project is progressing in material compliance with the Project Schedule;

(k) All Advance Requests shall clearly identify any amounts requested for payment to an Affiliate. Unless expressly set forth in the then effective Loan Budget or this Agreement, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Affiliate shall be paid directly or indirectly from any proceeds of the Loan without Lender's prior written approval; and

(l) For each Subsequent Advance, Borrower shall pay a draw fee of $100.00 per Advance and Lender shall order inspections with photographs of the Property. The draw fee for each Subsequent Advance shall be added to the payoff amount of the Loan.

Each Advance Request delivered by Borrower to Lender, whether to request an Initial Advance or any Subsequent Advance, shall be deemed to be a representation and warranty that (i) the information contained in the Advance Request is true and correct in all material respects, (ii) no Default or Event of Default has occurred or is continuing under any of the Loan Documents and (iii) all representations and warranties under this Agreement and the other Loan Documents are true, correct and complete and not misleading in any respect on the date of such Advance Request, as if such representations and warranties were made on such date.

3.3 Full Repayment and Reconveyance, Satisfaction or Release. Upon receipt of all sums owing and outstanding under the Note and the Loan Documents, and the full performance of all other obligations secured by the Security Instrument, Lender shall reconvey, satisfy or release the Property from the lien of the Security Instrument and terminate any assignment of leases and rents or UCC-financing statements related to the Collateral; provided,

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however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance, satisfaction or release: (a) Lender shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance, satisfaction or release, the payment of any and all sums then due and payable under the Loan Documents, and the full payment and performance of all other obligations secured by the Security Instrument, including those set forth in the Note and the Security Instrument; and (b) Lender shall have received a written release satisfactory to Lender of any set aside letter, letter of credit or other form of undertaking which Lender has issued to any surety, governmental agency or any other party in connection with the Loan or the Property. Lender's obligation to make further disbursements under the Loan shall terminate as to any portion of the Loan undisbursed as of the date of issuance of such reconveyance, satisfaction or release, and any commitment of Lender to lend any undisbursed portion of the Loan shall be cancelled. For avoidance of doubt, the Property may not be sold by Borrower unless it is released (and the required payment is made) pursuant to this Section prior to or concurrently with such sale.

3.4 Balancing Event. At any time Lender shall have determined that a Balancing Event exists, Borrower shall deliver to Lender, within five (5) Business Days after Lender's written demand therefor, immediately available funds in the amount necessary to cause such Balancing Event to no longer exist. Such amounts will be held in a deposit account established by Lender from time to time (the "Project Expenditure Reserve Account"). So long as no Event of Default then exists, the funds in the Project Expenditure Reserve Account shall be disbursed by Lender at Borrower's request in connection with the making of a Construction Advance for Project Expenditures pursuant to this Section 3 in the same manner subject to all terms and conditions applicable thereto, and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, after the occurrence and during the continuance of a Balancing Event, all funds in the Project Expenditure Reserve Account (if any) shall be fully disbursed to Borrower prior to the making of any further Construction Advances for Project Expenditures.

3.5 Interest Reserve. To the extent Lender requires a reserve for payments of interest accrued on the outstanding principal balance of the Loan (whether included in the Loan Budget or otherwise), then (a) amounts from such interest reserve shall be disbursed as determined by Lender and subject to any applicable disbursement conditions in this Agreement; (b) if any time the interest reserve is insufficient or unavailable to pay all accrued interest, Borrower agrees to pay all accrued interest when due and payable; and (c) depletion of such interest reserve shall not release Borrower from any of Borrower's obligations to pay interest accruing under the Note. Borrower hereby irrevocably authorizes Lender to make any interest payment on Borrower's behalf by debiting the interest reserve in the amount of the payment and applying the debited amount to accrued and unpaid interest on the Loan, and Lender will automatically debit the interest reserve each month to satisfy such accrued and unpaid interest so long as there are sufficient funds remaining in the interest reserve. For the avoidance of doubt, interest will accrue on amounts debited from the interest reserve from the date such funds are advanced.

3.6 Recourse. The Loan shall be full recourse to Borrower and all of its assets, whether now owned or hereafter acquired or in which Borrower otherwise has an interest, and all proceeds thereof.

3.7 ACH. Upon the earlier of (a) all interest reserve funds, if any, having been disbursed from the interest reserve account, or (b) any extension of the Loan, Borrower covenants

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and agrees to use the Federal Banking System's ACH program to remit all regular monthly debt service payments under the Note.

4. PAYMENT. All payments shall be made pursuant to the terms and conditions of the Note and the other Loan Documents.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Borrower Representations. Borrower represents and warrants as of the date hereof and as of the date of each Advance that:

5.1.1 Authority/Enforceability. Each Borrower Party is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers and organizational authority to own, develop and operate the Property and improvements as contemplated by the Loan Documents.

5.1.2 Binding Obligations. Each applicable Borrower Party is authorized to execute, deliver and perform its obligations under the Loan Documents, and such obligations shall be valid and binding obligations of the applicable Borrower Party.

5.1.3 Formation and Organizational Documents. Borrower has delivered to Lender all formation and organizational documents of Borrower, the general partner or managing member of Borrower, and of all Guarantors of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower shall immediately provide Lender with copies of any amendments or modifications of the formation or organizational documents. Borrower shall not, without the prior written consent of Lender, modify or amend its operating agreement or partnership agreement or other organizational documents in any way that would have an adverse effect on its ability to own and operate the Property or to perform under the Loan Documents.

5.1.4 No Proceedings or Litigation. Except as disclosed to Lender in writing, there are no claims, actions, suits, or proceedings pending, or, to Borrower's knowledge, threatened, against Borrower or affecting the Property.

5.1.5 No Defaults. No Borrower Party is in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default is reasonably expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of any the Property or might have consequences that would materially or adversely affect Borrower Party's performance hereunder or under any of the Loan Documents.

5.1.6 Consents. No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by any Borrower Party of, or compliance by any Borrower Party with, this Agreement or any other Loan Document or the consummation of the transactions contemplated hereby, other than those which have been obtained by the applicable Borrower Party.

5.1.7 Title. Borrower is the record and beneficial owner of, and has good and marketable title to, the Property, free and clear of all Liens whatsoever other than the Permitted Encumbrances, and lawfully holds and possesses the Property and has the right to

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encumber the same. Without limiting the generality of the foregoing, Borrower has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property. The Security Instrument, when recorded, will create valid, perfected first-priority security interest in and to the Property and the Collateral in favor of Lender. To the extent Lender requires Borrower to enter into the Equity Owner Pledge, the Equity Owner Pledge, together with the Uniform Commercial Code financing statements required to be filed in connection therewith, will create valid, perfected first-priority security interests in and to the ownership interests in Borrower.

5.1.8 No Plan Assets. As of the date hereof and throughout the term of the Loan (a) each Borrower Party is not and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (b) none of the assets of any Borrower Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101, (c) each Borrower Party is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (d) transactions by or with any Borrower Party are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

5.1.9 Compliance. Borrower and the Property and the current use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. Neither Borrower nor any other Borrower Party is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. Neither Borrower nor any other Borrower Party has committed any act that may give any Governmental Authority the right to cause Borrower or any Borrower Party to forfeit the Property or any part thereof or any monies paid in performance of Borrower's Obligations under any of the Loan Documents.

5.1.10 Financial Information. All financial data, including, without limitation, the statements of cash flow and income and operating expense and any proposed budget, that have been delivered to Lender in respect of Borrower, the other Borrower Parties, the Property or the Project fairly present the financial condition of Borrower, each other Borrower Party, the Property and the Project, as applicable, as of the date of such reports and have been prepared in accordance with GAAP, a cash basis accounting method, or other generally accepted accounting principles approved by Lender (in Lender's commercially reasonable discretion), and consistently applied, throughout the periods covered, except as disclosed therein. Except as disclosed therein, neither Borrower nor any other Borrower Party has any contingent liabilities, liabilities for taxes, unusual forward or long term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower or any other Borrower Party. Since the date of the financial statements (including any proposed budget), there has been no material adverse change in the financial condition, operations or business of Borrower, any other Borrower Party, the Property or the Project from that set forth in said financial statements.

5.1.11 Single Purpose. Unless otherwise permitted by Lender, Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full (provided, however, that nothing in this Section shall require any shareholder, partner or member of Borrower or Equity Owner to make additional capital contributions to either of them): (a) Borrower has not owned nor will own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership thereof; (b) Borrower has not engaged nor will engage in any business other than the acquisition, ownership, management, development, operation, renovation and sale of the Property. Each of Borrower and Equity Owner will conduct and operate its business as presently

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conducted and operated; (c) Borrower has not incurred nor will incur any Indebtedness except as provided in the Loan Documents; (d) Borrower has not made nor will make any loans or advances to any third party (including any Affiliate of Borrower); (e) each of Borrower and Equity Owner is solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due; (f) each of Borrower and Equity Owner has done or caused to be done and will do all things necessary to observe organizational requirements and formalities and preserve its existence, and neither Borrower nor Equity Owner will amend, modify or otherwise change its certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents without the prior consent of Lender in any manner that (i) violates the single purpose covenants set forth in this Section, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent; (g) Borrower will (i) maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party, (ii) not cause or permit its assets to be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that such assets shall be listed on Borrower's own separate balance sheet, (iii) except to the extent Borrower is disregarded for tax purposes, file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person, and (iv) maintain its books, records, resolutions and agreements as official records; (h) Borrower has been, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party thereof). Borrower shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name; (i) neither Borrower nor Equity Owner will seek or effect its dissolution, division, winding up, liquidation, consolidation or merger, in whole or in part; (j) Borrower will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and Borrower will hold all of its assets in its own name; (k) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person; (l) Borrower will not guarantee nor become obligated for the debts of any other Person nor will either hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person; (m) Borrower will not permit any Affiliate or constituent party independent access to its bank accounts; (n) Borrower shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations; (o) Borrower shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; (p) Borrower is and will remain organized in the State in which it was formed as a limited liability company; (q) no indemnity payment from the funds of Borrower or Equity Owner (as distinct from funds from other sources such as insurance) of any indemnity under any agreement (other than the Loan Documents) to which Borrower or any Equity Owner may be a party (including under such party's organizational documents) shall be payable from amounts allocable to any other Person, including Lender, pursuant to any of the Loan Documents, and (r) neither Borrower nor Equity Owner nor any other Person on behalf of Borrower shall, without the affirmative vote of one hundred percent (100%) of the members, partners or stockholders of Borrower: (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it; (iii) file a petition seeking, or consenting to, reorganization or relief under applicable federal or state law relating to bankruptcy; (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of its property; (v) make any assignment for the benefit of creditors; (vi) admit in writing its inability to

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pay its debts generally as they become due or declare or effect a moratorium on its debts; or (vii) take any action in furtherance of any such action (each of the actions described in the foregoing clauses (i) through (vii), with respect to any individual or entity, are referred to herein as a "Bankruptcy Action").

5.1.12 Tax Filings. Each of Borrower and Equity Owner has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid (unless they are not yet past due) or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable thereby. Each of Borrower and Equity Owner believes that its tax returns (if any) properly reflect the income and taxes of Borrower or Equity Owner, as applicable, for the periods covered thereby.

5.1.13 Solvency. Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its Obligations. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Neither Borrower nor any other Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any other Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

5.1.14 No Contractual Obligations, Restrictions or Defaults. Other than the Loan Documents, Borrower is not subject to any contractual obligations pursuant to which its assets are bound, nor has it incurred any Indebtedness. Neither Borrower nor any other Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Property or the business, operations, or condition (financial or otherwise) of Borrower or any other Borrower Party. Neither Borrower nor any other Borrower Party is in violation of any agreement which violation would have a material adverse effect on the Property, Borrower, or any other Borrower Party or Borrower's or any other Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

5.1.15 Federal Trade Embargoes. Borrower and each other Borrower Party is in compliance with all Federal Trade Embargoes in all material respects. No Embargoed Person owns any direct or indirect equity interest in any Borrower Party. No Borrower Party shall knowingly deal with any Person identified on the OFAC List.

5.1.16 Additional Representations and Warranties With Respect to the Property.

(a) **Nature of Property**. The Property is not, nor shall it be, used for commercial purposes (other than for rental income). Borrower shall not

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allow changes in the stated use of the Property from that disclosed to Lender at the time of execution hereof without prior notice to, and prior written consent from, Lender.

(b) **Compliance with Law; Property Condition**. Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate, repair and renovate (if applicable) the Property and carry on its business. None of Borrower, nor any other Borrower Parties or the Property or the Project are in violation in any material respect of any law, ordinance, regulation, or rule (federal, state, or local), including all permits and approvals issued thereunder affecting Borrower's right and qualification to do business, the construction and installation of the improvements located or to be located upon the Property, the operation, leasing, financing or sale of the Property and the occupancy, use and enjoyment thereof. Without limitation on the foregoing, Borrower and the Property comply with all applicable laws relating to accessibility for the handicapped, including The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, and The Americans With Disabilities Act of 1990. The Property is free of structural defects and other material physical or mechanical defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear.

(c) **Utilities**. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the improvements.

(d) **Insurance**. The Property is covered by a policy of hazard insurance and insurance against other insurable risks and hazards as are customary in the area where the Property is located and in accordance with Lender's underwriting criteria, in an amount not less than the greatest of (i) 100% of the replacement cost of all improvements to the Property, (ii) the outstanding principal balance of the Loan, and (iii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property or such maximum lesser amount as permitted by applicable law, all in a form usual and customary in the industry and that is in full force and effect, and all amounts required to have been paid under any such policy have been paid. If any portion of the Property is in an area identified by any federal Governmental Authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Emergency Management Agency is in effect and shall be maintained for the term of the Loan with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1974. All such insurance policies (collectively, the "**hazard insurance policy**") contain a standard mortgagee clause naming Lender, its successors and assigns, as mortgagee, and may not be reduced, terminated or canceled without 30 days' prior written notice to the mortgagee. All premiums on each such insurance policy have been paid. The hazard insurance policy is the valid and binding obligation of

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the insurer and is in full force and effect. Borrower has not engaged in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other Person, and no such unlawful items have been received, retained or realized by Borrower.

(e) **Ownership and Encumbrances**.

(i) **Ownership**. Borrower is and will at all times be the legal and equitable owner of the Property subject only to Permitted Encumbrances (and subject to releases permitted hereunder).

(ii) **No Leases or Occupancy**. The Property are not subject to any leases, licenses or other occupancy agreements, except as may have been approved by Lender. In addition, there are no tenants or other parties occupying the Property, except as may have been approved by Lender.

(iii) **Authority to Encumber**. Borrower has, and will continue to have, the full right and authority to encumber the Property in favor of Lender.

(iv) **Validity of the Lien Created by Each Security Instrument**. The Lien created by each Security Instrument is (a) legal, valid, binding and enforceable subject to bankruptcy, insolvency, moratorium, reorganization or similar laws and equitable principles of general application, (b) encumbers the entirety of the Property of Borrower, and (c) is first-priority except for Permitted Encumbrances.

(f) **Taxes**. The Property will be comprised of one or more parcels, each of which constitutes a separate legal parcel and a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's knowledge, proposed, special or other assessments for public improvements or otherwise affecting any of the Property, nor are there any contemplated improvements to any of the Property that may result in such special or other assessments.

(g) **Accuracy of Documents**. Any survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, rent roll and income and expense reports, and all other books and records relating to the Property and all other budgets (including estimated budgets), contracts or documents delivered to Lender in connection with the Loan and the Loan Documents are true, correct and complete copies of such documents, in all material respects.

(h) **Hazardous Materials**. The Property complies, in all material respects, with all Hazardous Materials Laws as to use and conditions on, under or about the Property including soil and groundwater condition. Neither Borrower nor any Borrower Party, nor, to Borrower's knowledge, any other person, has used, generated, manufactured, stored or disposed of on, under or about the

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Property or transported to or from the Property any Hazardous Materials. To Borrower's knowledge, there are no Hazardous Materials in, attributable to or affecting the Property or the area within 2,000 feet of the Property (and the area is not otherwise subject to recorded land use restrictions by reason of its proximity to Hazardous Materials). Without limitation on the foregoing, to Borrower's knowledge: (i) the primary potable or drinking water source and groundwater have never been known to exceed the EPA Recommended Maximum Contaminant Level Goals set forth under the Safe Drinking Water Act and Clean Water Act, as amended; (ii) there is not and has never been landfill containing decomposable material, petroleum wells, mineral bearing mines, sewage treatment facilities, underground storage tanks, sinkholes, radon or other toxic emissions within 2,000 feet of any boundary of the Property (and the Property is not otherwise subject to recorded land use restrictions by reason of its proximity to any of the foregoing), and (iii) no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing polychlorinated biphenyls (PCBs) have been located on the Property at any time.

5.1.17 Additional Representations and Warranties With Respect to the Project.

(a) Borrower has all necessary power and authority to enter into and perform its respective obligations under each of the Project Documents to which Borrower is a party, and all other agreements and instruments to be executed by Borrower in connection with the construction and the development of the Project. The Project Documents to which Borrower is a party have been duly executed and delivered by Borrower. The Project Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws generally affecting rights of creditors and the enforcement of debtors' obligations, and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The completion of the Project and the execution, delivery and performance by Borrower of its obligations under, and the consummation of the transactions contemplated by, each of the Project Documents to which Borrower is, or will be, a party, and all other agreements and instruments to be executed by Borrower in connection therewith do not and will not (i) violate, in any material respect, any Legal Requirement applicable to Borrower, (ii) result in a breach of any of the terms, conditions or provisions of, or constitute a default under the organizational documents of Borrower, or result in a material breach of the terms, conditions or provisions of any mortgage, indenture, agreement, permit, franchise, license, note or instrument to which Borrower is a party or by which it or any of its properties is bound, or (iii) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the assets of Borrower (except as contemplated by this Agreement and by the Permitted Encumbrances). All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, or other actions in respect of or by, any Governmental Authorities that are required in connection with the execution, delivery and performance by Borrower of the Project Documents and all other agreements and instruments to be executed by Borrower in connection therewith and the construction and operation of each Project have been obtained or will be obtained when required

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for the then applicable stage of completion of each the Project and are or will be in full force and effect.

(b) Borrower has delivered to Lender true, correct, and complete copies, in all material respects, of all Project Documents. All permits, licenses, and other approvals from any applicable Governmental Authorities, adjacent property owners, or any other Person necessary for Borrower to commence and Complete the Project in accordance with the Lender-approved Plans and Specifications therefor have been obtained and are in full force and effect. All utility services and facilities necessary for the completion of the Project and, upon completion of construction, the operation, use and occupancy of the Project for its intended purposes are or will be available at the boundaries of the Property upon which the Project is being constructed, including water supply, storm and sanitary sewer facilities, gas and electric and telephone facilities and means of access between the Property and public ways.

(c) Except for the Project Documents approved by Lender, Borrower has not made, assumed or been assigned any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien (other than Permitted Encumbrances) against all or any portion of the Property.

(d) The current land use, zoning law, regulations and declarations covering the Property upon which the Project is being constructed permit, on an as-of-right basis, the completion of the Project substantially in accordance with the Plans and Specifications, the current zoning law and declarations covering the Property permit the Project being constructed thereon to be operated and used as contemplated by this Agreement, and no additional variance, conditional use permit, special use permit or other similar approval is required for such construction, use or occupancy of the Project that has not been or will not, if and when required, be obtained. The Property and the use thereof are currently and, upon completion of the Project being constructed thereon substantially in accordance with the Plans and Specifications, will be in all material respects in compliance with all Project Permits then required therefor and all other applicable Legal Requirements, and such compliance is not dependent on any land, improvements or facilities that are not a part of the Property. There are no pending, or to Borrower's knowledge, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify the zoning applicable to the Property or any part thereof or any of the Project Permits applicable thereto, as currently existing.

(e) As of the Closing Date and as of each date on which this representation is deemed remade, the Loan Budget (as the same may be amended from time to time with the approval of Lender in accordance with this Agreement) accurately reflects Borrower's best good faith estimate of all anticipated Hard Costs, Soft Costs, and any other costs and expenses reasonably anticipated to be incurred in connection with the Completion of the Project.

(f) No Balancing Event exists as of the date hereof.

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(g) The Project is expected to be Completed on or prior to the Completion Date.

5.1.18 General Facts. No statement of fact made by or on behalf of Borrower or any other Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower can foresee, might materially and adversely affect, the Property, the Project or the business, operations or condition (financial or otherwise) of Borrower or any other Borrower Party.

5.2 Survival of Representations. The representations and warranties set forth in Section 5.1 and elsewhere in this Agreement and the other Loan Documents shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents and shall be deemed to be remade as of the date of each Advance hereunder (except as may be disclosed to and expressly approved by Lender); provided, however, that Borrower may update the representations and warranties to reflect changes in circumstances which are not the result of a Default or Event of Default of Borrower hereunder.

6. BORROWER COVENANTS.

6.1 Borrower Affirmative Covenants. Borrower hereby covenants and agrees with Lender that:

6.1.1 Existence; Compliance with Legal Requirements. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it, the Property and the Project.

6.1.2 Taxes and Other Charges; Effect of Change in Law. Borrower shall pay all Taxes and other charges now or hereafter levied or assessed or imposed against the Property, the Project or any part thereof before the same become delinquent or past due. When and if so requested by Lender, Borrower shall deliver promptly to Lender receipts evidencing such payments. Borrower shall not suffer, permit, initiate, or otherwise cause for any tax purpose, the joint assessment of any real property comprising the Property and any personal property located thereon, or any other procedure whereby the lien of real property taxes and assessments and the lien of personal property taxes shall be assessed, levied or charged against such real property as a single lien. While the Property remains subject to a Security Instrument, the Property shall be segregated on the applicable tax rolls from all other property, both real and personal; and, upon request, Borrower shall procure on behalf of Lender a tax service contract, the issuer, form and content of which shall be subject to Lender's prior approval. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property other than Permitted Encumbrances. If at any time any law is enacted which deducts from the value of any real property comprising the Property, for taxation purposes, any lien thereon, or changes in any way the laws now in force for the taxation of security instruments on real property or debts secured thereby, or the manner of collection of any such taxes so as to affect any interest of Lender under this Agreement or the Security Instrument for the Property, then Borrower shall pay such tax if it may lawfully do so. If Borrower is not permitted by applicable law to pay such tax, or if such payment would violate any applicable law, then, at the option of Lender, all of the outstanding principal balance of all Advances made under the Loan, together with interest thereon and any

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other amounts payable with respect thereto pursuant to the Note, shall immediately become due and payable without demand or notice.

6.1.3 Litigation. Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or threatened against Borrower, any other Borrower Party, the Property or the Project. If Lender is made a party to any litigation concerning the Security Instrument, or the Property or the Project or any part thereof or interest therein, or the occupancy thereof by any person or entity, then Borrower shall indemnify, defend and hold Lender harmless from all claims and liability by reason of such litigation, including attorneys' fees and expenses incurred by Lender, whether or not any such litigation is prosecuted to judgment.

6.1.4 Access to Property. Borrower shall permit or cause to be permitted, agents, representatives and employees of Lender to inspect the Property, the Project or any part thereof at reasonable hours upon reasonable advance notice.

6.1.5 Further Assurances; Supplemental Affidavits. Borrower shall, and shall cause Equity Owner and Guarantor to, at Borrower's sole cost and expense:

(a) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve or protect the security interest of Lender in the collateral at any time securing or intended to secure the obligations of Borrower, Equity Owner and Guarantor under the Loan Documents, as Lender may reasonably require; and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

6.1.6 Title to the Collateral. Borrower will warrant and defend the validity and priority of Lender's security interest in the Collateral.

6.2 Additional Recourse Debt. Borrower shall deliver prompt written notice to Lender, in reasonable detail, of the occurrence and amount of any Indebtedness that is guaranteed by Guarantor pursuant to a recourse guaranty; provided that such written notice shall be delivered to Lender in no event later than three (3) Business Days following (a) Guarantor entering into the relevant recourse guaranty or (b) the occurrence of any claim under a carveout guaranty resulting in the relevant guaranty or indemnity agreement by Guarantor no longer being considered a carveout guaranty for purposes of this Agreement.

6.2.1 Disposition of Insurance and Condemnation Proceeds and Damages.

(a) **Lender's Rights in Proceeds and Damages**. Borrower hereby assigns to Lender (a) any award for damages suffered or compensation paid by reason of a taking for public use, or an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), or any transfer of all or any part of the Property in avoidance thereof, affecting the Property, (b) all proceeds of any insurance policies paid by reason of loss sustained to the Property, and (c) all claims,

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damages, causes of action, against or from any party or parties, with respect to the Property or the Project, or any funds received or receivable in connection with any damage to the Property or the Project, incurred as a result of any cause whatsoever. All proceeds of any such claims shall be paid by the person or entity making payment directly to Lender, and Borrower shall do all things necessary to obtain prompt settlement for each loss or claim covered by a policy of insurance. After first deducting all costs and expenses of Lender incurred in connection with the settlement or recovery of any proceeds hereunder, Lender may, at its option and without regard to the adequacy of the security hereunder, except as otherwise provided in clause (b) below, apply any such sum it retains hereunder to any indebtedness or obligation secured by the Security Instrument, whether due or not, and in such order or priority as Lender may determine in its sole and absolute discretion; however, after deducting its costs and expenses Lender may approve, regardless of any impairment of security or lack thereof, except as otherwise provided in clause (b) below, release to Borrower of all or any part of the entire amount so collected for reimbursement for costs and expenses incurred by Borrower for the repair and restoration of the Property upon any conditions Lender chooses. Application of all or any portion of such funds, or the release thereof, shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. Borrower shall execute such further assignments, documents or instruments as Lender may from time to time require in order to evidence the assignment hereunder. If, on any loss of or damage to the Property or the Project or on a partial taking or condemnation of the Property, Lender is not entitled under law to retain the entirety of any proceeds or award pursuant to this Section, then Lender shall be entitled to apply the proceeds or award to the repayment of the Note and any other indebtedness secured by any Loan Document to reduce the Note balance and such other indebtedness by the ratio which the value of the Property remaining encumbered by the Security Instrument bears to the value of the Property immediately prior to such loss, damage or partial condemnation or taking, as determined by Lender's appraiser retained for such purpose. In the event any insurance proceeds or condemnation awards are applied by Lender against the Note under this Section, no prepayment premium shall apply.

(b) **Use of Insurance Proceeds to Repair Property**. In the event of damage to or destruction of the Property from any cause actually covered under insurance maintained by Borrower hereunder or any available condemnation proceeds, then Lender shall make available to Borrower the net insurance proceeds or condemnation proceeds available as a result of such damage or destruction (after deducting costs and expenses incurred by Lender in connection with the settlement or recovery of any proceeds as provided in clause (a) above) for use by Borrower, in the reconstruction and repair of the damaged or taken improvements to the condition approved by Lender, on the terms and conditions hereinafter set forth. In the event any of the conditions to Borrower's right to utilize the net proceeds hereunder are not satisfied or fulfilled at any time, then such net proceeds shall be applied as provided in clause (a) above. Such net proceeds shall be made available hereunder only if: (a) no Default or an Event of Default occurs; (b) Lender is satisfied that, by expenditure of the net proceeds hereunder, the Property damaged or destroyed or taken shall be fully restored within a reasonable period of time to the equivalent of its original condition and value and all payments required under the Note will continue to be

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paid; (c) Lender is satisfied that such work of repair and restoration can be completed in the ordinary course of business within one (1) month from the commencement of work and at least one (1) month prior to the date on which all Advances (including any Advance for the Project being constructed thereon) are required to be repaid pursuant to the Note; (d) Lender has reviewed and approved Borrower's plans and specifications for the work of repair and restoration, Borrower's architect and any general contractors, subcontractors and material suppliers employed to perform such work; (e) all general contractors, all major subcontractors and material suppliers have supplied 100% performance and completion bonds and bonds protecting such Property from the imposition of mechanic's or other liens; (f) if the net insurance proceeds or condemnation proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Note during the completion period, as determined by Lender, Borrower has deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Lender; and (g) Borrower shall have satisfied such other conditions as Lender may in determine to be appropriate in its sole discretion. Disbursement of funds by Lender hereunder shall be subject to all of Lender's then customary construction loan disbursement procedures, including those set forth herein. No funds held by Lender hereunder shall bear interest; and Lender shall have no duties or obligations with respect thereto, or with respect to the provisions of this clause (b), other than that of a construction lender, and the reasonable costs and expenses of Lender incurred in connection therewith (including the fees of a construction consultant and disbursing agent) shall be paid by Borrower (and Lender shall be entitled to pay such costs and expenses out of the insurance proceeds held by Lender). Specifically, but without limiting the generality of the foregoing, no relationship of trust, or any other duty in the nature of fiduciary duties or otherwise, shall be imposed or implied by the status or actions of Lender hereunder; and under no circumstances shall Lender become obligated to take any action to repair or reconstruct any damaged or destroyed Property. Any net proceeds not disbursed under this clause (b) shall be disbursed in accordance with clause (a) above.

6.2.2 Maintenance and Preservation of the Property.

(a) **Borrower's Obligation for Maintenance of Property and Security**. Borrower shall: (a) keep the Property in good condition and repair and replace any items comprising the Property as they become obsolete or worn out with items of at least the same utility, quality and value, free of any liens or security interests of any kind or character other than the lien of the Loan Documents; (b) not remove or demolish any portion of the Property (except in connection with the Project to the extent approved by Lender); (c) restore promptly and in good and workmanlike manner any part of the Property which may be damaged or destroyed; (d) comply with and not suffer violations of laws, ordinances, regulations, covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and requirements of insurance companies and any bureau or agency which establishes standards of insurability; (e) not commit or permit waste of the Property; (f) do all other acts which from the character or use of the Property may be reasonably

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necessary to maintain and preserve their value or to protect the security of the Security Instrument; (g) perform and comply with all obligations required to be performed or complied with in leases, licenses, concessions, management agreements, Project Documents or like agreements affecting the Property, if any, or the management, operation, repair, renovation, occupation or use thereof; (h) pay any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property; (i) not change the character, the nature of the occupancy or use of the Property, or any portion thereof, except in connection with the Project, and then only to the extent consistent with the Project Documents therefor, if approved by Lender, in its sole discretion; (j) not drill for or extract, or enter into a lease or any other type of agreement for the drilling for or extraction of, oil, gas or other hydrocarbon substances, or any mineral of any kind, on, in or under the Property; (k) make no assignment of rents of the Property except to Lender pursuant to the Security Instrument; and (l) execute and, where appropriate, acknowledge and deliver, such further documents or instruments as Lender deems necessary or appropriate to preserve, continue and perfect the security provided for in the Security Instrument.

(b) **Lender's Approval Rights for Work**. Borrower shall not undertake or suffer to be made any alteration, addition, relocation, removal or demolition of, or structural or other material change in, any building, improvement, fixture, machinery, or equipment comprising the Property, other than in connection with the Project, without the prior written approval of Lender, unless (a) the aggregate cost of such work for the Property does not exceed $20,000, (b) such work does not affect the roof or the structure of the building and improvements comprising the Property, or adversely affect or diminish the value of the Property or arise as a result of any damage or destruction, (c) such work is designed by licensed professionals and is constructed by licensed contractors, all qualified for such purpose, and in accordance with all applicable Legal Requirements, ordinances, regulations, permits and approvals, and (d) Borrower submits to Lender its proposed plans and budget for such work, together with all other supporting materials related to such work as Lender may reasonably require. The foregoing shall not limit Borrower's obligations under clause (a) above and, accordingly, Borrower shall immediately seek any consent required under this clause (b) in connection with its obligations under clause (a) above.

6.2.3 Financial Covenants. Borrower shall, and Borrower shall cause Guarantor to, at all times, comply with the Financial Covenants.

6.2.4 Hazardous Materials. Borrower shall indemnify, defend and hold Lender, its employees, agents, officers and directors, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including attorneys', experts' and consultant fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) the presence, release, use, manufacture, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (b) the violation, or alleged violation, of any Hazardous Materials Law affecting the Property, or the transportation of Hazardous Materials to or from the Property. This indemnity shall (i) include any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible

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property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment, and the cost of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property, and (ii) survive foreclosure (whether judicial or non-judicial) of the Security Instrument for the Property and the full or partial payment or discharge of all indebtedness secured by the Security Instrument. WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL NOT APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

6.2.5 Notices. Borrower shall give notice, or cause notice to be given, to Lender promptly upon the occurrence of: (a) any Default or Event of Default; (b) any default or event of default under any contractual obligation of Borrower or any Affiliate that could reasonably be expected to have a Material Adverse Effect; or (c) any litigation or proceeding affecting Borrower or the Property or affecting any of the other Borrower Parties if such litigation or proceeding could have a Material Adverse Effect.

6.2.6 Prohibited Persons. No Borrower Party or any of their direct or indirect equity holders shall (i) knowingly conduct any business, or engage in any transaction or dealing, with any Embargoed Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of an Embargoed Person, or (ii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Federal Trade Embargo.

6.2.7 Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U, W or X of the Board of Governors of the Federal Reserve System, or to extend credit to any Person for such purpose, or for any other purpose which would be inconsistent with such Regulations or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents. Borrower agrees that, without the prior written consent of Lender, (i) the funds received from Lender hereunder shall not be used for the benefit of, or transferred to, any Affiliate of Lender and (ii) without limiting the generality of the foregoing, the funds received from Lender hereunder shall not be used to make an equity investment in any Person in which Affiliates of Lender have equity or debt positions if the proceeds of such investment would be used to refinance such Person's outstanding indebtedness. For purposes of this Section 6.2.7, "Affiliate" shall have the meaning given to such term in Regulation W of the Board of Governors of the Federal Reserve System.

6.2.8 Deposit Account Control Agreement. If required by Lender in its sole and absolute discretion at any time during the term of the Loan, Borrower shall deposit all revenues or other income into an account that will be subject to the Deposit Account Control Agreement once such agreement is entered into and otherwise utilize such account as its operating account, it being acknowledged that the Collateral includes Borrower's accounts and all amounts on deposit therein and proceeds therefrom. Borrower covenants and agrees to take any actions requested by Lender in order to establish such account and enter into such Deposit Account Control Agreement.

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6.2.9 Risk Retention. Each Borrower Party will comply with the requirements of the European Union Directive 2006/48/EC, such that as long as any Advances are outstanding (i) it will hold an equity interest that will represent not less than 5% of the purchase price of the Property owned by Borrower and (ii) such holding of equity interest will not be subject to any credit risk mitigation, any short position or any hedging.

6.2.10 The Project. At Lender's option, Borrower shall cause each Design Professional, General Contractor, and Trade Contractor for each Project to execute and deliver to Lender the applicable Design Professional Consent, General Contractor Consent, and Trade Contractor Consent, respectively, prior to the execution by Borrower of the applicable Project Document (or on the Closing Date, if applicable) for the Project.

6.2.11 Commencement and Completion. Borrower shall commence construction of the Project without delay after recordation of the Security Instrument and shall complete construction of the Project, free and clean of any mechanics' and materialmen's liens and stop notices, as applicable, in accordance with the Lender-approved Plans and Specifications and other provisions of the Loan Documents, with all construction costs having been paid, on or before the Completion Date.

6.3 Borrower Negative Covenants. Borrower covenants and agrees with Lender that:

6.3.1 Transfers. Without the prior written consent of Lender, neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall Transfer any interest, direct or indirect, in the Property or in Borrower. Additionally, (a) if there currently exist no certificates, instruments or writings representing the Collateral, Borrower shall not, without the prior written consent of Lender, create certificates, instruments or writings representing the Collateral, and (b) if certificates, instruments or writings representing the Collateral currently exist, Borrower shall not, without the prior written consent of Lender, create new certificates, instruments or writings representing the Collateral. Borrower shall deliver to Lender any and all newly created certificates, instruments or writings representing the collateral. For avoidance of doubt, no Transfer of the Property or of any direct interest in Borrower or Equity Owner shall occur without the prior written consent of Lender, or release Borrower, Equity Owner or Guarantor from any liability under the Note and other Loan Documents. Upon any Transfer of any direct or indirect interest in the Property, Borrower or Equity Owner in violation of this Section (each of which shall constitute an impairment of Lender's security interests under the applicable Security Instrument), Lender shall have the absolute right, without demand or notice, to declare all Obligations secured by the Security Instrument to be immediately due and payable (including the prepayment premium, if any, set forth in the Note), except to the extent that and in such particular circumstances where exercise of such right by Lender is prohibited by law.

6.3.2 Liens. Borrower shall not create, incur, assume, permit or suffer to exist any Lien on any portion of the Collateral or the Property except for Permitted Encumbrances and Liens in favor of Lender as provided herein. Borrower shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which now or hereafter shall encumber the Property, whether senior or subordinate to the Security Instrument, including all claims for work or labor performed, or materials or supplies furnished in connection with any work of improvement upon the Property, including, but not limited to, in connection with the Project; provided, however, that any such lien or encumbrance shall be paid and fully discharged by Borrower within five (5) days after demand by Lender. Borrower may contest any such claim of lien without cost or expense to Lender, but only upon posting, and concurrently supplying to

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Lender, a certified copy of a statutory bond or other security sufficient under applicable law to fully protect any and all of the Property encumbered by such claim of lien and otherwise satisfactory to Lender to protect Lender against any judgment in favor of the lien claimant.

6.3.3 Leases. Borrower shall not enter into any lease of or occupancy agreement for the Property, or any portion thereof, or modify or amend or supplement any such lease or occupancy agreement without the prior written consent of Lender.

6.3.4 Property Management. Borrower shall not appoint, terminate or replace a manager for the Property, or enter, terminate or amend any management agreement for the Property, in each case without Lender's prior written consent. Any property manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under any management agreement of the Property. Any management agreement will be subordinated to Lender's rights under the Security Instrument and other Loan Documents.

6.3.5 Dissolution, Etc. Borrower shall not (i) engage in any dissolution, division, liquidation or consolidation or merger with or into any other business entity, or (ii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower (except as expressly permitted hereunder).

6.3.6 Change in Business; Change in Name. Borrower shall not enter into any line of business other than the ownership, operation, repair, restoration and sale of the Property. Borrower shall not change its name without first obtaining the prior written consent of Lender. In the event Lender grants such consent, Borrower shall, at Borrower's sole cost and expense, take all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender. Borrower shall promptly notify Lender in writing of any change in the organizational identification number of Borrower. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number.

6.3.7 Debt Cancellation. Borrower shall not cancel or otherwise forgive or release any claim or debt owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

6.3.8 Affiliate Transactions. Without Lender's prior written consent, Borrower will not enter into any transaction (including, without limitation, the purchase or sale of any property or service) with, or make any payment or transfer to, any Affiliate.

6.3.9 Zoning. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender.

6.3.10 Limitations on Distributions. So long as there is a Default or an Event of Default, Borrower shall not make any distributions to its members.

6.3.11 Other Limitations. Prior to the payment in full of the Debt, Borrower shall not, without the prior written consent of Lender, give its consent or approval to any of the following actions or items: (a) any material change in the method or conduct of the business of Borrower; or (b) the settlement of any claim against Borrower, other than a fully insured third party

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claim, in an amount greater than Ten Thousand Dollars ($10,000), such consent not to be unreasonably withheld (unless an Event of Default has occurred).

6.3.12 Compliance. Borrower, the Project and the Property and the use thereof shall comply in all respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. No Borrower Party shall be in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. No Borrower Party shall commit any act that may give any Governmental Authority the right to cause a Borrower Party to forfeit the Collateral or any part thereof or any monies paid in performance of Borrower's Obligations. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the lot or parcel boundaries, zoning, conditions of use, or any other applicable land use laws, ordinances, regulations, permits, approvals or licenses pertaining to the Property, except in connection with the Project, or which would constitute a violation of the warranties and representations contained in this Agreement, or would change the nature of the use or occupancy of the Property. Borrower shall within ten (10) days after receipt thereof by Borrower, or its agent or representative, deliver to Lender copies of any and all approvals, permits and licenses procured by Borrower with respect to the Property, construction and installation of improvements thereon, including in connection with the Project, or the occupancy, use and enjoyment thereof, pursuant to applicable laws, ordinances, or regulations.

6.3.13 Hazardous Materials. Borrower covenants and agrees that Borrower shall not cause or permit the presence, use, generation, manufacture, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Borrower shall immediately notify Lender in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened with respect to the Property in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury to persons or property resulting from any Hazardous Materials; and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Without Lender's prior written consent, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, in, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials (except that in the case of an emergency, Borrower shall take such action as may be reasonably required under the circumstances and shall immediately notify Lender in writing of any such action taken). So long as the Property remains subject to the Security Instrument, Lender shall have the right, on seventy-two (72) hours prior written notice to Borrower, at Borrower's expense, to enter the Property and to conduct such tests and investigations as Lender requires, in the event that Lender has a good faith belief that such tests or investigations are required or advisable, or at any time following an Event of Default, to determine whether any Hazardous Materials are present in, under, on or about the Property. Such tests and investigation shall include underground borings, groundwater analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

6.4 **Post-Closing Condition.** Within ninety (90) days of the funding of the Loan (the "Deadline Date") , Borrower shall provide Lender with that certain recorded instrument, Release of Reverter to Amended and Restated Agreement for Development of King's Landing, executed by the City of Fort Pierce in form and content satisfactory to Lender. Failure to provide Lender with the aforesaid document to Lender's satisfaction on or before the Deadline Date shall,

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at Lender's option (i) cause a draw hold to be placed on the Loan and (ii) constitute an "Event of Default" under this Agreement.

7. FINANCIAL REPORTING. During the term of this Agreement, unless Lender shall otherwise consent:

7.1 Financial Reporting; Books and Records. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Lender upon reasonable prior notice.

7.2 Interim Statements. Upon Lender's written request, for each calendar year, within (i) forty-five (45) days after the end of each of the first three calendar quarters and (ii) one hundred twenty (120) days after the end of the fourth calendar quarter, Borrower shall deliver to Lender financial statements of Borrower and Guarantor and its subsidiaries on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for the period from the beginning of such fiscal year to the end of such quarter, and the related balance sheet as of the end of such quarter, all in reasonable detail and certified by a responsible and authorized officer of Borrower and Guarantor, as applicable, subject, however, to year-end audit adjustments.

7.3 Annual Statements. Within one hundred twenty (120) days following the end of Guarantor's fiscal year, Guarantor shall deliver to Lender audited financial statements of Guarantor and its subsidiaries (including Borrower and Equity Owner) on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for such fiscal year and the related balance sheet as at the end of such fiscal year, all in reasonable detail and accompanied by an unqualified opinion of a certified public accounting firm reasonably satisfactory to Lender; provided that such financial statements shall be deemed delivered upon the publicly available filing of such financial statements.

7.4 Certificates. Borrower shall deliver, promptly after the furnishing thereof, copies of any compliance certificates or other similar compliance-related reports or letters furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to Lender pursuant to any other provision of this Section 7. The financial statements required to be delivered pursuant to this Section shall be certified by an officer of Guarantor, which certification shall also address whether Guarantor is in compliance with the Financial Covenants.

7.5 Other Information. Borrower shall deliver, promptly after the furnishing thereof, copies of any financial statements or periodic reports furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the Lender pursuant to any other provision of this Section 7, together with any other information (whether financial or otherwise) Lender may request during the term of the Loan.

8. DEFAULT.

8.1 The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") under this Agreement and the other Loan Documents:

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8.1.1 Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents or Borrower's failure to deposit any funds with Lender as and when required under this Agreement;

8.1.2 if any representation or warranty made by Borrower herein or by any other Borrower Party in any other Loan Document shall have been false or misleading as of the date the representation or warranty was made or deemed remade;

8.1.3 if Borrower or any Guarantor incurs any Indebtedness in breach of this Agreement;

8.1.4 if there shall occur any Transfer (whether a Transfer of the Property or the direct or indirect ownership interest therein) in breach of this Agreement;

8.1.5 (A) if there is any material deviation in the construction of the Project from the Plans and Specifications or governmental requirements or the appearance or use of defective workmanship or materials in constructing the Project, and Borrower fails to remedy the same to Lender's satisfaction within thirty (30) days of Lender's written demand to do so; or (B) subject to Force Majeure Events, there is a cessation of construction of the Project prior to completion for a continuous period of more than thirty (30) days; or (C) the use, sale or leasing of any of the improvements on the Property in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (D) subject to Force Majeure Events, utilities or other public services necessary for the full occupancy and utilization of the Property and improvements are curtailed for a continuous period of more than thirty (30) days;

8.1.6 if there is (A) a condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property; (B) a sequestration or attachment of, or any levy or execution upon any of the Property, any other collateral provided by Borrower or any other party under any of the Loan Documents, any monies in any accounts or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed within twenty (20) days; or (C) a recording of any claim of lien against the Property or the service upon Lender of a withhold payment notice or bonded stop notice and the continuance of such claim of lien for twenty (20) days after such recording or service or five (5) days after Lender's demand, whichever occurs first, without discharge, satisfaction or provision for payment being made by Borrower in a manner satisfactory to Lender;

8.1.7 if any Borrower Party shall make an assignment for the benefit of creditors;

8.1.8 if a receiver, liquidator or trustee shall be appointed for any Borrower Party or if any Borrower Party shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, any Borrower Party, or any other Bankruptcy Action (as hereinafter defined) occurs with respect to any Borrower Party or if any proceeding for the dissolution, division (e.g., pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time) or liquidation of any Borrower Party shall be instituted;

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8.1.9 if any Borrower Party attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

8.1.10 if (A) this Agreement, the Note or any other Loan Document shall, in whole or in part, terminate, cease to be effective or cease to be a legally valid, binding and enforceable obligation of any Borrower Party; (B) any Borrower Party shall take any action in connection therewith or in furtherance thereof; (C) any party to any Loan Document (other than Lender) shall assert in writing that such document has ceased to be in full force and effect; or (D) the Liens created pursuant to any Loan Document shall cease to be a fully perfected enforceable first priority security interest or any portion of the Collateral is Transferred without Lender's prior written consent;

8.1.11 the occurrence of (A) any amendment to or termination or cancellation of any of the Project Documents without Lender's prior written approval, (B) any of the Project Documents not being in full force or effect for any reason, or (C) any default by Borrower under any of the Project Documents beyond any applicable notice or cure period available thereunder;

8.1.12 if there is a failure at any time of the Security Instrument to be a valid Lien upon the Property or any portion thereof (other than as a result of any release or reconveyance of the Security Instrument with respect to all or any portion of the Property pursuant to the terms and conditions of this Agreement), prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing;

8.1.13 if a Balancing Event is not cured within five (5) Business Days after written notice thereof from Lender;

8.1.14 if Borrower or any other Borrower Party shall be in Default under any of the other terms, covenants or conditions of this Agreement or any other Loan Document not specified above; provided, however, that if such Default is curable and Borrower has not been given a notice of a similar Default within the preceding six (6) months, then it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such Default, either (x) cures the Default within thirty (30) days or (y) if the cure requires more than thirty (30) days, immediately initiates steps satisfactory to Lender to cure the Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; and provided further that under no circumstances shall Borrower have more than sixty (60) days to cure any such Default;

8.1.15 any breach by Borrower under the terms of any other agreement between Borrower (or any Congruent Entity) and Lender (or any Affiliate of Lender), that is not remedied within any grace period provided therein, including any agreement concerning any indebtedness or other obligation of Borrower (or any Congruent Entity) to Lender (or any Affiliate thereof), whether currently existing or entered into after the date of this Agreement;

8.1.16 if Borrower or any Guarantor defaults in any obligation to Lender, whether direct or indirect, absolute or contingent; or

8.1.17 any occurrence of any default under any other loans which Borrower (or any Congruent Entity) may have from Lender (or any Affiliate of Lender) during the term of the Loan, whether existing as of the date hereof or subsequently made (collectively, the

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"Other Loans"). Additionally, an Event of Default under the Loan Documents shall constitute an event of default under the Other Loans.

9. REMEDIES.

9.1 Description.

9.1.1 Upon the occurrence and during the continuation of an Event of Default (other than an Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above) Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Collateral, including each and all of the following rights and remedies, to the fullest extent permitted by law, and Lender may enforce or avail itself of any or all rights and remedies of a secured party under the Uniform Commercial Code against Borrower, Equity Owner (if applicable) and the Collateral; and upon any Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above, the Debt and all other Obligations shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(a) **Immediate Payment of Obligations**. With or without notice, to declare all Obligations secured by any Loan Document immediately due and payable.

(b) **Cure Default; Protective Advances**. With or without notice, and without releasing Borrower from any Obligation hereunder, to cure any default of Borrower and, in connection therewith, (i) to enter upon the Property in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, and (ii) to do such acts and things as Lender may deem necessary or desirable to protect the security of the Security Instruments, including advancing funds to maintain, secure or otherwise protect the Collateral, Lender's interest therein or the priority of the Liens granted by the Loan Documents (each a "**Protective Advance**") (all of which shall constitute part of the Debt and be secured by the Security Instruments and other Loan Documents).

(c) **Manage and Operate Property**. To enter upon, possess, manage and operate the Property, or any part thereof, either in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction; to make, terminate, enforce or modify leases of or occupancy agreements for the Property upon such terms and conditions as are satisfactory to Lender and to act in any manner which Lender may deem necessary or desirable in connection therewith; and to make repairs, alterations and improvements to the Property (including, but not limited to, in connection with the Project) that Lender determines to be necessary to protect or enhance the security of the Security Instrument. All sums realized by Lender under this clause (c), less all costs and expenses incurred by it hereunder, including attorneys' fees and costs actually incurred, shall be applied to the indebtedness secured by the Security Instrument in such order of priority as Lender shall determine in its sole and absolute discretion. Neither application of such sums to such indebtedness, nor any other action taken by

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Lender under this clause (c), shall cure or waive any Event of Default or notice of Event of Default or nullify the effect of any such notice.

(d) **Resort to Collateral**. To resort to and realize upon the Collateral and any other security now or hereafter held by Lender in such order and manner as Lender may determine in its sole and absolute discretion. Resort to any or all such Collateral may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

All or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower or any other Borrower Party under this Agreement or any of the other Loan Documents or at law or in equity, may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Collateral. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Collateral and the Collateral has been foreclosed upon, sold or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

9.1.2 Without limitation, upon the occurrence and during the continuation of an Event of Default, Lender shall have the right from time to time to partially foreclose upon the Collateral under the Security Instruments and the Equity Owner Pledge (if any).

9.1.3 Any amounts recovered from the Collateral after an Event of Default may be applied by Lender toward the payment of any interest or principal of the Loan or any other amounts due under the Loan Documents in such order, priority and proportions as Lender shall determine in its sole and absolute discretion.

9.2 Remedies Cumulative. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower or any other Borrower Party pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default shall not be construed to be a waiver of any subsequent Default or Event of Default or to impair any remedy, right or power consequent thereon.

9.3 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted in this Section 9, Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in fact to execute, acknowledge and deliver any instruments and do and perform any acts such as are referred to in this subsection

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in the name and on behalf of Borrower. This power of attorney is a power coupled with an interest and cannot be revoked, but may only be exercised during the continuance of an Event of Default.

10. MISCELLANEOUS.

10.1 Notices. Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided below in this Section. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Borrower: KINGS LANDING FT PIERCE LLC, a Florida limited liability company
3670 Maguire Boulevard, Orlando, Florida 32803
Attention: Mark Rosenwasser

If to Lender: Genesis Capital, LLC, a Delaware limited liability company
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
Attention: Lending Department

10.2 Amendments and Waivers. No failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, the Note, each Security Instrument, the Equity Owner Pledge (if applicable) or any other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver, express or implied, of any such breach or of such covenant, agreement, term or condition. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

10.3 Invalid Provisions. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

10.4 Expenses; Indemnity.

10.4.1 Borrower shall pay, whether or not the closing of the Loan occurs or any Advance is made to Borrower hereunder, all costs and expenses incurred by Lender or any of its Affiliates, from time to time, including documentation and diligence fees and expenses, all search, audit, appraisal, recording, professional and filing fees and expenses and all other out-of-pocket charges and expenses (including UCC and judgment and tax lien searches and UCC filings and fees for post-Closing UCC and judgment and tax lien searches, if required by Lender), all administrative fees and expenses and attorneys' fees and expenses actually incurred, including, (a) in any effort to enforce, protect or collect payment of any Obligations or to enforce

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any Loan Document or any related agreement, document or instrument, or effect collection hereunder or thereunder, (b) in connection with entering into, negotiating, preparing, reviewing and executing this Agreement and the other Loan Documents and all related agreements, documents and instruments, (c) in connection with instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interests, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions, claims or proceedings arising out of or relating to Lender's transactions with Borrower, (e) in seeking, obtaining or receiving any advice with respect to its rights and obligations under this Agreement, any of the other Loan Documents and all related agreements, documents and instruments, (f) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Agreement or any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Obligations, or (g) in connection with the administration of the Loan.

10.4.2 Borrower shall indemnify and hold harmless Lender and its Affiliates, officers, partners, directors, employees and agents, from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for Lender in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not Lender shall be designated a party thereto), that may be imposed on, incurred by, or asserted against Lender in any manner relating to or arising out of the transactions contemplated hereby, including (i) any and all present and future stamp and other similar taxes arising out of the transactions contemplated hereby, (ii) any delay or omission (other than to the extent attributable to Lender) to pay such taxes, (iii) environmental liabilities and (iv) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in this Agreement or the other Loan Documents, except in each case, for any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements arising from the gross negligence or willful misconduct of Lender, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

10.4.3 If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or any of the other Loan Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

10.5 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other person or entity. This Agreement is for the sole and exclusive use

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of Lender and Borrower and may not be enforced, nor relied upon, by any person or entity other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including any obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person or entity shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in writing in Lender's sole and absolute discretion. Without limitation on the foregoing or Section 10.13 below, wherever this Agreement or any other Loan Document requires Lender's approval or consent (or equivalent), such approval or consent (or equivalent) shall be in writing in Lender's sole and absolute discretion unless otherwise expressly stated.

10.6 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of any Borrower Party, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Collateral or the Property in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or any other Borrower Party or to any other person with respect to the Collateral, the Property, the Project or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (1) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any Borrower Party or its stockholders, members, or partners, and Lender does not intend to ever assume such status; (2) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower or any other Borrower Party; and (3) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or any Borrower Party or any of their stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Collateral or the Property in Lender, or any sharing of liabilities, losses, costs or expenses.

10.7 Time of the Essence. Time is of the essence with respect to this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

10.9 Renewal, Extension or Rearrangement. All provisions of the Loan Documents shall apply with equal effect to each and every promissory note and all amendments thereof hereinafter executed by Borrower which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

10.10 Waivers; Representation by Legal Counsel. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan

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Documents, shall operate as a waiver thereof. Borrower acknowledges, warrants and represents, in connection with each waiver of any right or remedy of Borrower contained in this Agreement or any other Loan Document, that it has been fully informed with respect to, and represented by counsel of its choice in connection with, such rights and remedies, and all such waivers, and after such advice and consultation, has presently and actually intended, with full knowledge of its rights and remedies otherwise available at law or in equity, to waive or relinquish such rights and remedies to the full extent specified in each such waiver. Borrower acknowledges that it has been advised by Lender to seek the advice of legal counsel in connection with the negotiation and preparation of the Loan Documents. If Borrower has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish Borrower with any defense to the enforcement of Borrower's obligations and Lender's rights under the Loan Documents.

10.11 Cumulative Rights. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

10.12 Singular and Plural. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

10.13 Phrases; Rules of Construction. When used in this Agreement and the other Loan Documents, (a) the phrase "including" means "including, but not limited to," (b) the phrase "satisfactory to Lender" (or equivalent) means "in form and substance satisfactory to Lender in its sole and absolute discretion in all respects," (c) the phrase "with Lender's consent" or "with Lender's approval" (or equivalent) means such consent or approval (or equivalent) in writing in Lender's sole and absolute discretion, (d) the phrase "acceptable to Lender" (or equivalent) means "acceptable to Lender in Lender's sole and absolute discretion", (e) the word "or" is not exclusive, and (f) the word "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by any Borrower Party shall mean notice given or act performed not later than five (5) Business Days after the occurrence of the specified event for which notice or action is required, in each case except as expressly provided otherwise herein or in any other Loan Documents. When the identity of the parties or other circumstances make appropriate in this Agreement and the other Loan Documents, the neuter gender shall include the feminine and masculine, and the singular number shall include the plural. If Borrower is composed of more than one Person, then the Obligations are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

10.14 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

10.15 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,

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sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

10.16 Survival. All of the representations, warranties, covenants, and indemnities hereunder, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Collateral to any party, whether or not an Affiliate of Borrower.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR IN ANY WAY RELATING TO THE LOAN OR THE PROPERTY OR THE PROJECT (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

10.18 Governing Law; Venue. The Loan Documents are being executed and delivered, and are intended to be performed, in the State of California and the laws of the State of California and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in the Security Instruments or any of the other Loan Documents. Any legal suit, action or proceeding against Borrower arising out of or relating to this Agreement, the Note or any other Loan Document (including the liens and security interests created under the Security Instruments) shall be instituted in any federal or state court located in Los Angeles, California or the state in which the Property is located. Borrower waives any objections which it may have based on venue or forum non conveniens of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 10.1 (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

10.19 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties hereto agree that electronic signatures shall be deemed originals and admissible as best evidence for the execution and delivery of this Agreement by the parties hereto.

10.21 Sale, Assignment and Participation. Lender may, at any time, sell, transfer, assign or grant participations in the Loan and any of the Loan Documents or sell, transfer or assign the Loan or any interest therein, without notice to or consent of Borrower or any other Borrower Party. Lender may forward to each participant and prospective participant all documents and information which Lender now has or later may acquire relating to those obligations and to Borrower, and any partners or joint venturers of Borrower, whether furnished by Borrower or otherwise. If, at any time, Lender desires to sell, transfer or grant a participation interest in all or any portion of the Loan and Loan Documents to any third person, Borrower shall furnish in a timely manner any and all information concerning the Property and the Project, and concerning Borrower's, the other Borrower Parties' and the Property's or Project's financial condition, which information is requested by Lender or such person in connection with any such sale, transfer or participation. All such financial information shall be in such form, substance and detail as Lender, or such person, may require.

10.22 Limitation on Liability of Lender's Officers, Employees, Etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

10.23 Commingling of Funds. No sums collected or retained by Lender shall be deemed to be held in trust; and Lender may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the minimum extent required by law.

10.24 PATRIOT Act Records. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower Party, which information includes the name and address of each Borrower Party and other information that will allow Lender to identify each Borrower Party in accordance with the PATRIOT Act.

10.25 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (a) to treat this Agreement and all other Loan Documents and all provisions of the Loan Documents confidentially and not to transmit any copy hereof or thereof or disclose the contents hereof or thereof, in whole or in part, to any Person (including any financial institution or intermediary) without Lender's prior written consent, other than to Borrower's members and such members' investors, advisors (including its accountants and attorneys) and officers on a need to know basis and to their respective agents, employees, officers, directors, attorneys, accounts and governmental regulatory authorities, (b) that Borrower shall inform all such Persons who receive information concerning this Agreement or any of the Loan Documents of the confidential nature hereof and thereof and shall direct them to treat the same confidentially and not to disclose it to any other Person, and (c) that each of them shall agree to be bound by these provisions. Lender reserves the right to review and approve all materials that Borrower or any Affiliate prepares that contain Lender's name or describe or refer to this Agreement or any Loan Document or any of the terms hereof or thereof or any of the transactions contemplated hereby or thereby.

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Notwithstanding any other provision of this Agreement or any Loan Document, Borrower shall not, and shall not permit any of its Affiliates to, use Lender's name (or the name of any of Lender's Affiliates) in connection with any of its business operations. Nothing contained in this Agreement or in any of the other Loan Documents is intended to permit or authorize Borrower or any of its Affiliates to make any contract on behalf of Lender. Borrower shall not be deemed in violation of this Section solely because Lender records the Uniform Commercial Code financing statements or other Loan Documents.

11. JUDICIAL REFERENCE.

11.1 Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and further because Borrower and Lender (collectively, the "Parties") wish applicable California State and Federal laws to apply, the Parties desire that their disputes be resolved by a judicial referee applying such applicable laws. The Parties expressly waive trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether sounding in contract, tort or otherwise, arising out of, connected with, related to, or incidental to this Loan Agreement, the Loan, the Note any of the other Loan Documents or the relationship established among the Parties in connection with the Loan Agreement or any related document or the transactions contemplated hereby or thereby (a "Dispute") to the fullest extent permitted by Legal Requirements.

11.2 Accordingly, any Dispute arising out of or in connection with the Loan Agreement or the relationship established among the Parties in connection therewith or any other Loan Document or the transactions contemplated hereby or thereby, shall be resolved pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure Section 638 et seq., or any successor statute or statute, court rule, or provision of law containing reasonably similar provisions in accordance with the provisions of this Section 11. The referee ("Referee") shall be a retired or former California or Federal judge residing in the Los Angeles, California area, who is either (i) agreed to by the Parties to a Dispute within fifteen (15) days of the notice by any Party to the other(s) of the intention to invoke this Section 11.2 to resolve the Dispute, or (ii) failing such agreement, is appointed pursuant to California Code of Civil Procedure Section 640, or any successor statute or statute, court rule, or provision of Legal Requirements containing reasonably similar provisions, in an action filed in the Superior Court of Los Angeles County, California.

11.3 The Parties agree that any Party may (and, if necessary, the other Parties shall join in such filing) file with the clerk of the Los Angeles County Superior Court, or with the appropriate judge of such court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any action or proceeding to resolve any Dispute, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. The action shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in the Superior Court and not by way of judicial reference. It is the Parties' intention and the Parties and the Referee shall use their best efforts to be certain that (i) discovery be conducted for a period no longer than six (6) months from the date (the "Referee Date") the Referee is appointed (whether by stipulation or by the Superior Court), excluding motions regarding discovery, and (ii) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than the last day of the six-month discovery period; provided, that the Parties agree to grant such reasonable extensions of time necessary to reflect the complexities of the issues presented for resolution. All proceedings, including trial, before the Referee shall

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be conducted at a neutral location (unless otherwise stipulated by the Parties) within twenty-five (25) miles of the downtown Los Angeles County Superior Court. The Parties agree that said Referee shall be a judge for all purposes (including, without limitation, (x) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (y) setting a schedule of pretrial proceedings, and (z) making any other orders or rulings a sitting judge of the Superior Court would be empowered to make in any action or proceeding in the Superior Court). Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, Evidence Code, and such other statutes or rules which would be applicable if the matter were tried in the Superior Court, except as otherwise specifically agreed to by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any decision of the Referee or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the Los Angeles County Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law.

11.4 During the pendency of any action or proceeding respecting a Dispute, and before the entry of any judgment therein, each of the parties to such action or proceeding shall bear equal shares of the fees, charges and costs incurred by the Referee in connection with performing the services provided in this Section. The compensation of the Referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the Referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee. If a court reporter is requested by either party, then such reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter. Such fees shall be an item of recoverable costs.

11.5 Notwithstanding the foregoing and anything to the contrary herein, in the event of a default by Borrower under this Loan Agreement, Lender shall have the unilateral right to exercise its remedies in its sole and absolute direction, and under such circumstances, Lender can choose in its sole discretion to pursue resolution by Referee (as provided herein) or not and Borrower hereby waives any right to enforce the judicial reference provisions of this Loan Agreement if contrary to the choice of Lender.

Nothing in this Section 11 shall prejudice the right of any Party to obtain provisional relief or other equitable remedies as shall otherwise be available under the Code of Civil Procedure or applicable Court rules.

BORROWER AND LENDER EACH ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE LOAN AGREEMENT AND MAKING THE LOAN.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

LENDER:

GENESIS CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:
Candice Shih
By: _____
56834763A4BC440...
Name: Candice Shih
Title: Authorized Signatory

BORROWER:

KINGS LANDING FT PIERCE LLC,
a Florida limited liability company
By: KINGS LANDING FT PIERCE GP LLC,
a Florida limited liability company, its Member and Manager

DocuSigned by:
Mark Rosenwasser
By: _____
EF5E02A3FD994F9...
Mark Rosenwasser, Manager

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Exhibit A

Definitions

"**Advance**" means (A) a borrowing under the Loan to (i) fund the Initial Advance on or around the Closing Date, or (ii) fund a Construction Advance in each case in accordance with the terms and limitations of this Agreement, or (B) any other advances of the Loan made by Lender for the purpose of making a Protective Advance, to the extent such Protective Advance is permitted under the terms of this Agreement or any of the other Loan Documents. Any other amounts paid by Lender on behalf of Borrower or any Affiliate permitted under any Loan Document shall also be an Advance for purposes of this Agreement.

"**Advance Request**" means a written request from Borrower for an Advance in form and substance acceptable to Lender, which request shall be executed and delivered by Borrower (together with any supporting documentation reasonably required by Lender) in connection with the funding of such Advance.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract, or otherwise.

"**Agreement**" means this Agreement, as amended from time to time.

"**Appraiser**" means an appraiser designated by Lender or accepted by Lender from time to time.

"**Borrower Party**" means, individually and collectively, as the context may require, Borrower, Equity Owner and Guarantor.

"**Borrower Principals**" means, collectively, Mark Rosenwasser, an individual, and Samuel Weiss, an individual.

"**Business Day**" means any day except a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Carveout Guaranty**" means a guaranty or indemnity agreement of any Indebtedness containing customary "**bad act**" carveouts, such as fraud, misappropriation, environmental matters, breach of representation or warranty, misapplication and certain actions pertaining to bankruptcy, insolvency, transfers of collateral and substantive consolidation but which does not guarantee payment of Indebtedness independent of such "**bad acts**"; provided, however, at any time that a claim has been made under such a guaranty or indemnity agreement (which has not been satisfied), such guaranty or indemnity agreement, as applicable, shall not be considered a Carveout Guaranty, to the extent that such claim is (a) a liability of the relevant guarantor or indemnitor for GAAP purposes.

"**Change Order**" means any amendment, supplement or other modification in any respect to any Project Document.

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"**Collateral**" means all collateral encumbered by any of the Loan Documents.

"**Committed Loan Funds**" means the amount of Loan funds Lender has committed to make available to the Project over the remaining term of the Loan, as of such date of determination. As of the date hereof, the Committed Loan Funds are as set forth in the Loan Budget.

"**Complete**" (and the lower-case version thereof) shall mean, with respect to any of the work constituting the Project for the Property, that (a) such work is substantially completed in accordance with the Lender-approved Plans and Specifications and all Legal Requirements, subject only to the completion of minor punch-list items that do not limit the use or occupancy of any portion of the Property for its intended purposes, (b) if required by Legal Requirements, a final certificate of occupancy (or similar document or certificate) has been obtained, evidencing that full use of the Property for its intended purposes has been authorized by all applicable Governmental Authorities, (c) subject to any contest rights contained herein, the Property is free of all mechanics', materialmen's, and other similar liens (or such liens have otherwise been bonded over to Lender's satisfaction), (d) the eradication of any and all outstanding municipality requirements affecting the Property, whether initiated by the Borrower, any Guarantor, any contractor, or any affiliate of (or predecessor-in-interest to) Borrower, Guarantor or any applicable contractor, and (e) Lender has received copies of all warranties from suppliers covering materials, equipment and appliances included within the applicable component of the work. The terms "Completed" "Completing" and "Completion" (and lower-case versions thereof) shall have the same meaning when used in the Loan Documents.

"**Completion Date**" - means 1/1/2027, the date by which construction of the work constituting the Project must be Complete.

"**Construction Advance**" means each Advance made by Lender, which Advance is made for the purpose of funding Project Expenditures for the completion of the Project.

"**Congruent Entity**" means any entity in which all of the Borrower Principals own an interest, and which, the Borrower Principals, in the aggregate, own (either directly or indirectly) all of the beneficial, voting, membership, partnership, stock or other ownership interests therein. For the purpose of this definition, any interest owned by the spouse of a Borrower Principal or any trust for the benefit of such Borrower Principal (or spouse), shall be deemed to be owned by such Borrower Principal.

"**Construction Documents**" means each Design Professional Agreement, the General Contractor Agreement, and each Trade Contract, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Debt**" means the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note or any other Loan Document.

"**Default**" means the occurrence of any event or condition hereunder or under any other Loan Document that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

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"**Deposit Account Control Agreement**" means a deposit account control agreement, in form and content acceptable to Lender, among Borrower, Lender and a deposit bank approved by Lender, in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Design Professional**" means any architect, engineer, or other design professional engaged by (or on behalf of) Borrower with respect to the design or engineering of the Property.

"**Design Professional Agreement**" means any agreement between Borrower and any Design Professional, each as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Design Professional Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by any applicable Design Professional with respect to the related Design Professional Agreement.

"**Embargoed Person**" means any Person subject to trade restrictions under any Federal Trade Embargo.

"**Equity Owner**" means, individually and collectively, as the context may require, (i) the Person or Persons owning, directly or indirectly, through any contract, agreement, arrangement, understanding, relationship or otherwise, any class of voting securities (or other ownership interests) of Borrower, and (ii) the Person or Persons possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Borrower, whether through ownership of stock, by contract, or otherwise.

"**Equity Owner Pledge**" means a Membership Interest Pledge in form and content acceptable to Lender executed by Equity Owner in favor of Lender, which secures Borrower's Obligations, and any and all amendments or supplements thereto or replacements thereof.

"**Event of Default**" shall have the meaning ascribed to it in Section 8.1.

"**Federal Trade Embargo**" means any federal law imposing trade restrictions, including (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), (ii) the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq., as amended), (iii) any enabling legislation or executive order relating to the foregoing, (iv) Executive Order 13224, and (v) the PATRIOT Act.

"**Financial Covenants**" shall have the meaning set forth in Exhibit D.

"**Force Majeure Event**" shall mean the occurrence of any of the following events: (i) acts of declared or undeclared war by a foreign enemy; (ii) riots; (iii) casualty or condemnation; (iv) floods or hurricanes; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of materials to the extent not within the reasonable control of Borrower; (ix) strikes, lockouts or other labor trouble; (x) pandemic; (xi) governmentally mandated closures or work stoppages; (xii) changes in Legal Requirements; and (xiii) any other event or circumstance not within the reasonable control of Borrower, but "Force Majeure Event" shall not include delays, stoppage or any other interference with the construction of any improvements caused by insolvency, bankruptcy or any lack of funds of Borrower, and provided

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further, that in no event will any one or more Force Majeure Events extend the Completion Date by more than a total of ninety (90) days.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

"**General Contractor**" means a general contractor with a valid contractor's license in the state where the Property is located and that has been approved by Lender, which approval shall not be unreasonably withheld.

"**General Contractor Agreement**" means a guaranteed maximum price construction contract between Borrower and General Contractor for the completion of the Project in accordance with the Plans and Specifications, and consistent with the Loan Budget, in form and content reasonably acceptable to Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**General Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by a General Contractor with respect to a General Contractor Agreement.

"**Governmental Authority**" means any and all governments, public or quasi-public authorities, courts or any and all agencies, authorities, bodies, bureaus, departments, or instrumentalities of any government.

"**Guarantor**" means individually and collectively, as the context may require, and jointly and severally, Samuel Weiss, Mark Rosenwasser, , and any additional Persons (other than Equity Owner) who may sign any guaranty or indemnity in favor of Lender in connection with the Loan.

"**Guaranty**" means, individually and collectively, as the context may require, that certain Repayment Guaranty of even date herewith by Guarantor in favor of Lender, that Completion Guaranty of even date herewith by Guarantor in favor of Lender, that certain Carveout Guaranty of even date herewith by Guarantor in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Hard Costs**" means, collectively, all costs and expenses set forth in the Loan Budget, which are denominated therein as "**hard costs**".

"**Hazardous Materials**" means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, reproductive toxicity, infectiousness or other harmful properties or effects, including all chemicals, substances, materials and wastes that are now or hereafter may be regulated in any manner, classified as dangerous, hazardous or toxic, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local government or public agency, board, body or authority or by any Hazardous Material Law. "Hazardous Materials" include flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos, hazardous waste, radon, toxic substances or other related materials whether

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in the form of a chemical, element, compound, solution, mixture or otherwise, including those materials defined as "hazardous substances", "hazardous materials", "toxic substances", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste" or "restricted hazardous waste" by any Hazardous Materials Law.

"**Hazardous Materials Law**" means any federal, state, or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental or public agency, board, body or authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force, including those relating to the release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property. "Hazardous Materials Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Carpenter Presley Tannel Hazardous Substance Account Act, and similar laws of any state in which the Property is located, as the same are now or hereafter amended.

"**Indebtedness**" of a Person means such Person's (i) obligations for borrowed money; (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade); (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person; (iv) obligations which are evidenced by notes, acceptances, or other instruments; (v) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; (vi) capitalized lease obligations; (vii) the Loan; (viii) letters of credit; (ix) off-balance sheet liabilities; (x) sale and leaseback transactions; and (xi) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

"**Indemnity**" means that certain Hazardous Substances Indemnity Agreement of even date herewith by Borrower and Guarantor (if applicable) in favor of Lender, and any and all amendments thereto.

"**Initial Advance**" means the first Advance made by Lender on or around the Closing Date.

"**Legal Requirements**" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting any Borrower Party or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting any Borrower Party or the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

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"**Lien**" means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Property, the Collateral or any portion thereof or interest therein, or any Borrower Party or any interest therein, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**Loan**" has the meaning provided in Recital A.

"**Loan Budget**" - means the budget attached hereto as Exhibit C, as the same may be amended, modified, supplemented or replaced from time to time, which budget sets forth the costs and expenses to be incurred in connection with the Completion by Borrower of the Project and is subject to the approval of Lender.

"**Loan Documents**" means each and all of: (a) this Agreement, (b) the Note, (c) the Indemnity, (d) each Guaranty, (e) the Equity Owner Pledge (if any), (f) the Deposit Account Control Agreement (if any), (g) Uniform Commercial Code financing statements relating to Borrower's interest in the Property and, to the extent Lender requires the execution of the Equity Owner's Pledge, the Equity Owner's interest in Borrower, (h) the Security Instrument, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, whether now or hereafter entered into, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Material Adverse Effect**" means a material adverse effect upon (i) the business, reputation, financial condition, results of operations or properties of Borrower or any other Borrower Party, (ii) the ability of any Borrower Party to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights and remedies of Lender under the Loan Documents.

"**Maturity Date**" means 1/1/2027

"**Note**" means that certain Promissory Note of even date herewith, in the maximum principal amount of up to $6,417,600.00, executed by Borrower and payable to the order of Lender in evidence of the Loan, and any amendments or supplements thereto or any renewals or replacements thereof.

"**Obligations**" means, collectively, Borrower's obligations for the payment of the Debt and the performance of all obligations of Borrower contained in the Loan Documents.

"**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any applicable governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, including trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001), as amended from time to time.

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"**Permitted Encumbrances**" means any exceptions listed on the Title Policy and approved by Lender, but shall not include any monetary liens or encumbrances other than Taxes.

"**Person**" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.

"**Plans and Specifications**" means the plans and specifications for the Completion of the Project (including a description of the materials, equipment and fixtures necessary for the Completion of the Project), prepared or to be prepared by (or on behalf of) Borrower after the Closing Date, including any other architectural, structural, foundation and elevator plans and specifications prepared by a Design Professional and any other mechanical, electrical, plumbing and fire protection plans and specifications prepared by any Person retained or to be retained by Borrower, the applicable Design Professional or the General Contractor, approved in writing by Lender (to the extent such approval is required by the terms of this Agreement), in each case, as the same may be amended by Change Orders applicable thereto that are permitted under this Agreement.

"**Project**" means the Completion of all capital improvements, which capital improvements are described in the Loan Budget, all completed in accordance with the Plans and Specifications that have been submitted to and approved by Lender, the Loan Budget, and all applicable Legal Requirements.

"**Project Documents**" means collectively, all Construction Documents, the Plans and Specifications, the Loan Budget, the Project Permits and the Project Schedule for the Project, as any of the foregoing may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"**Project Expenditure**" means costs and expenses incurred in connection with the Completion by Borrower of the Project in accordance with the Loan Budget, including interest and carrying costs.

"**Project Permits**" means collectively, all authorizations, consents and approvals, licenses and permits given or issued by Governmental Authorities, which are required for the Completion of the Project in accordance with all Legal Requirements and the Plans and Specifications for the Project, and for the performance and observance of all obligations and agreements of Borrower contained herein or in the other Loan Documents relating to the Completion of the Project, as the same may be amended, replaced, supplemented, assigned or otherwise modified from time to time in accordance with the terms of this Agreement and applicable Legal Requirements.

"**Project Schedule**" means the schedule for the projected progress of the Completion of the Project, setting forth a construction progress schedule reflecting, among other things, the anticipated dates of completion, which shall include, without limitation, a trade-by-trade breakdown of the estimated periods of commencement and completion of the specific work to be completed in connection with the Completion of the Project substantially in accordance with the Plans and Specifications and Legal Requirements, as the same may be amended, restated, replaced, supplemented, updated or otherwise modified from time to time in accordance with the terms of this Agreement or otherwise with the approval of Lender, which approval shall not be unreasonably withheld.

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"**Property**" means that certain real property located at 215 Kings Lane, Fort Pierce, FL 34950, 115 Kings Lane, Fort Pierce, FL 34950; 135 Kings Lane, Fort Pierce, FL 34950; 145 Kings Lane, Fort Pierce, FL 34950; 155 Kings Lane, Fort Pierce, FL 34950; 165 Kings Lane, Fort Pierce, FL 34950; 175 Kings Lane, Fort Pierce, FL 34950; 185 Kings Lane, Fort Pierce, FL 34950; 195 Kings Lane, Fort Pierce, FL 34950; 205 Kings Lane, Fort Pierce, FL 34950; 125 Kings Lane, Fort Pierce, FL 34950; and 225 Kings Lane, Fort Pierce, FL 34950 as more particularly described in Exhibit B attached hereto, together with the improvements and all appurtenances now or hereafter located on such real property (including any Units described on Exhibit E attached hereto).

"**Recourse Guaranty**" means, for any Person, any guaranty or indemnity agreement of Indebtedness by such Person that is not a Carveout Guaranty.

"**Reserve Account**" means, any reserve or escrow account established under the Loan Documents from time to time, which reserve or escrow account may be established, at Lender's discretion, by reserving a portion of the outstanding principal balance of the Loan for such account.

"**Retainage**" means an amount equal to the greater of (a) ten percent (10%) of the total amount payable under the applicable General Contractor Agreement and any Trade Contract, as applicable, for the Project and (b) the actual retainage amount specified in such General Contractor Agreement and any Trade Contract, as applicable, for the Project.

"**Security Instrument**" means a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in either case executed by Borrower for the benefit of Lender encumbering a Property.

"**Site Assessment**" means an environmental site assessment (including all drafts thereof) of the Property of such scope as may be reasonably requested by Lender (including, without limitation, the taking of soil borings and air and groundwater samples and other above and below ground testing) and otherwise in form and substance acceptable to Lender, prepared by an environmental engineer approved in advance by Lender in writing, with errors and omissions insurance coverage reasonably acceptable to Lender.

"**Soft Costs**" means, collectively, all costs and expenses set forth in the Loan Budget for the applicable Project, which are denominated therein as "soft costs".

"**Stored Materials**" means materials purchased by Borrower on or prior to the date of an Advance Request for use in the completion of the Project that is the subject of such Advance Request, but either (i) stored at the Property that is the subject of the Project or a bonded warehouse, and not yet installed or incorporated into the Project or (ii) not yet delivered to such Property nor stored in a bonded warehouse. Stored Materials shall cease to be Stored Materials only when the same are installed or incorporated into the Project.

"**Stored Materials Conditions**" means that Lender shall have: (a) reasonably determined that the applicable Stored Materials are appropriate for purchase during the then current stage of completion of the Project for which such Stored Materials have been purchased; (b) received evidence that the applicable Stored Materials have been paid for and are owned by (or upon payment of the amounts to be disbursed in connection with the applicable Advance Request shall be paid for and owned by) Borrower free of all liens or claims of the vendor or any third party (provided, however, that Borrower shall be permitted to submit a request for an Advance, in the discretion of Lender, with respect to deposits and down payments for Stored Materials to the

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extent approved by Lender in its sole discretion); (c) reasonably determined that Lender has a perfected, first-priority security interest in such Stored Materials; (d) received a certification by any applicable Design Professional that it has inspected such Stored Materials and they are in the condition required under the applicable Trade Contract(s); (e) received evidence reasonably satisfactory to Lender that all such Stored Materials are insured against casualty, loss and theft in an amount at least equal to their replacement costs, and that Lender is named as an additional insured and loss payee with respect thereto; (f) received evidence that the applicable Stored Materials are or will be securely stored (i) on site at Property upon which such Stored Materials will be utilized (and Lender shall have reasonably determined that such Stored Materials kept on such Property are not in excess of such building equipment and materials as would be kept at a property under construction in accordance with good construction practice for current installation or incorporation), or (ii) in a bonded warehouse (or other location reasonably acceptable to Lender) off-site properly inventoried and clearly stenciled or otherwise marked to indicate that they are the property of Borrower, and that the warehouse or other location has been notified that Lender has a security interest in the subject Stored Materials, and Lender shall have received from Borrower the original warehouse receipt therefor, if applicable, or received a copy of the agreement with the supplier or fabricator of such Stored Materials; and (g) without limiting the foregoing, as to any materials not yet delivered to such Property, received proof of payment reasonably satisfactory to Lender from the supplier or fabricator of such materials, the cost of which is, in whole or in part, payment for all amounts covered by any prior Advance Request.

"**Subsequent Advance**" means any Advance after the Initial Advance.

"**Taxes**" means all taxes, assessments, levies and charges imposed by any Governmental Authority having jurisdiction over the Property, which are or may affect, or become a lien upon, such Property, or the rents, royalties, profits and income of the Property, or interest therein, or imposed by any Governmental Authority upon Borrower or Lender by reason of their respective interests in the Property or by reason of any payment, or portion thereof, made to Lender hereunder or pursuant to any Obligation secured by any of the Loan Documents (including all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon), other than taxes which are measured by and imposed upon Lender's general net income.

"**Title Policy**" means an ALTA (or the relevant state equivalent in any state in which ALTA is not the commercial standard) extended Lender's title insurance policy in the amount of the Loan, with such endorsements as Lender may require, containing no exceptions to title (printed or otherwise) that are unacceptable to Lender, and insuring that Lender has a first priority Lien on the Property.

"**Trade Contract**" means any agreement, contract or purchase order between Borrower, an Affiliate of Borrower or General Contractor, on the one hand, and any Trade Contractor, on the other hand, pursuant to which such Trade Contractor agrees to provide labor, materials, equipment or services in connection with the Completion of the Project, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Trade Contractor**" means any Person that is a contractor, subcontractor, sub-subcontractor, supplier or provider of labor, materials, equipment or services in connection with the Completion of the Project.

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"**Trade Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by each Trade Contractor for the Project with respect to its related Trade Contract.

"**Transfer**" means to voluntarily or involuntarily upon death, dissolution or by any other operation of law, sell, assign, convey, transfer, pledge, encumber or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge, encumbrance or other disposition.

"**Uniform Commercial Code**" means (a) with respect to the Property, the Uniform Commercial Code as in effect in the state where such Collateral is located, and (b) with respect to the ownership interests in Borrower, the Uniform Commercial Code as in effect in the State of California (except for matters which the Uniform Commercial Code of the State of California provides shall be governed by the Uniform Commercial Code in effect in any other state, in which case "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect from time to time in such other state), in each case as amended from time to time.

"**Unit**" shall have the meaning ascribed to it in Exhibit E attached hereto.

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Exhibit B

Legal Description

The Land referred to herein below is situated in the County of St. Lucie, State of Florida and is described as follows:

All that certain land described in the Plat of Villas at Kings Landing, recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Parcel IDs: 2410-513-0010-000-3, 2410-513-0011-000-0, 2410-513-0009-000-3, 2410-513-0008-000-6, 2410-513-0007-000-9, 2410- 513-0006-000-2, 2410-513-0012-000-7, 2410-513-0001-000-7, 2410-513-0005-000-5, 2410-513-0004-000-8, 2410-513-0003-000-1, 2410-513-0002-000-4

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Exhibit C

Loan Budget

Category	Cost Code	Notes	Total Budget	Cost Spent	Go-Forward Loan 1
Grading	Grading		$45,000.00	$0.00	$45,000.00
4200 Plumbing	3600 Plumbing - Draw 1 - Rough	Mechanical One	$34,272.00	$0.00	$34,272.00
2150 Dumpster Service	1492 Dumpster	estimated 20yd for 8 mos (est 7 pulls, at est 5 ton	$20,970.00	$0.00	$20,970.00
2160 Temporary Toilets	1491 Port-o-let	est 8 mo with weekly clean (through WastePro)	$3,240.00	$0.00	$3,240.00
2250 Masonry	4100 Block Walls		$270,276.00	$0.00	$270,276.00
2200 Foundation- Concrete	2100 Slab		$139,237.00	$0.00	$139,237.00
TOTAL SLAB			$612,986.00	$0.00	$612,986.00
4150 HVAC	3800 Mechanical - Draw 1 - Rough	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	3700 Electrical - Draw 1 - Rough	Mechanical One	$44,964.00	$0.00	$44,964.00
2400 Termite Protection	2410 Termite Shield	Boracare STARK/Arrow per sqft per Tara	$1,194.15	$0.00	$1,194.15
			$0.00	$0.00	$0.00
0000 Sprinkler & Fire Alarm System		do not need	$0.00	$0.00	$0.00
3200 Truss System	3140 Trusses / Floor Joists	CCA Todd	$57,450.00	$0.00	$57,450.00
3300 Framing Labor	3100 Framing	United Contractors	$343,646.00	$0.00	$343,646.00
TOTAL INTERIOR FRAMING			$481,174.15	$0.00	$481,174.15
			$0.00	$0.00	$0.00
3350 Window & Door Supplier	4500 Windows & Entry Door	JBR	$218,964.00	$0.00	$218,964.00
3500 Roofing Turnkey	4010 Roofing	Sunshine Roofing	$205,708.00	$0.00	$205,708.00
3530 Soffit	3530 Soffit / Fascia	Gutter Guy of Treasure Coast 12/12 labor and install pt outriggers (2x4), 1X6 T&G & 1x3 pt fascia	$42,750.00	$0.00	$42,750.00
5260 Stucco	4210 Stucco Package	Shell Systems Stucco 8/9/24 - (building C still needed for EST-$ entered is rough)	$98,799.90	$0.00	$98,799.90
3600 Garage Door	4570 Garage Doors	rick d&d-luxury line,	$25,488.00	$0.00	$25,488.00
TOTAL WINDOWS/ DOORS/ ROOF			$681,708.90	$0.00	$681,708.90
5100 Flooring	Flooring, tile, decking, backsplash	Barry Neal	$241,043.20	$0.00	$241,043.20
4150 HVAC	5800 Mechanical - Draw 2 - Trim	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	5850 - Electrical Fixtures	Mechanical One	$28,751.70	$0.00	$28,751.70
4200 Plumbing	3650 Plumbing - Draw 2 - Tubset	Mechanical One	$25,704.00	$0.00	$25,704.00
4450 Insulation	4700 Insulation	Daniel Insulation	$75,537.00	$0.00	$75,537.00
4300 Electrical	5700 Electrical - Draw 2 - Trim	Mechanical One	$29,736.00	$0.00	$29,736.00
6100 Interior Trim & Doors Supplier	6102 Interior Trim Material	ABS	$129,994.19	$0.00	$129,994.19
6200 Interior Trim Labor	4860 Trim Labor	INCLUDED ABOVE	$0.00	$0.00	$0.00
	Inspections	WEINTRAUB	$6,450.00	$0.00	$6,450.00
6300 Painting	4900 Paint Interior / Exterior	L and Jim Painting - per sqft. If upgrade to satin or eggshell finish, add .40/sf	$57,915.74	$0.00	$57,915.74
TOTAL DRYWALL			$828,061.83	$0.00	$828,061.83
Decking	Trex Decking	BFS	$53,172.60	$0.00	$53,172.60
5300 Flat Concrete	6200 Driveway / Sidewalk	Alliance Pavers	$23,624.16	$0.00	$23,624.16
5450 Landscaping	6100 Sod / Plants / Grading	Down2Earth (not including sod-sq ft not on plans)	$83,744.61	$0.00	$83,744.61
5450 Landscaping	6110 Irrigation	Down2Earth	$13,505.25	$0.00	$13,505.25
			$0.00	$0.00	$0.00
4200 Plumbing	5600 Plumbing - Draw 3 - Final	Mechanical One	$79,044.00	$0.00	$79,044.00
4500 Drywall Turnkey	5010 Drywall	Vatos Drywall	$89,166.00	$0.00	$89,166.00
6360 Cabinets Turnkey	5400 Cabinets	Kitchen Art of South Florida	$123,712.00	$0.00	$123,712.00
6430 Countertop	5420 Countertops	Kissa with Kroner USA	$82,031.62	$0.00	$82,031.62
6300 Painting	5920 Paint Final	L&Jim	$17,288.00	$0.00	$17,288.00
6300 Painting	5921 Paint Touch Up	L&Jim	$17,288.00	$0.00	$17,288.00
6650 Specialties	5250 Shelves / Mirrors / Hardware	Everlasting Image	$73,658.99	$0.00	$73,658.99
6650 Specialties	5260 Blinds	Blinds By Jason	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
6800 Appliances Supplier	5500 Appliances	Aggressive appliances	$123,382.37	$0.00	$123,382.37
	Gas	Mechanical 1	$19,369.98	$0.00	$19,369.98
6900 Cleaning	6010 Cleans	Road Brothers	$4,918.44	$0.00	$4,918.44
6900 Cleaning	6013 Power Washing	per request (one generally scheduled after trades)	$480.00	$0.00	$480.00
			$0.00	$0.00	$0.00
	Elevators	Southeast Elevators	$201,540.00	$0.00	$201,540.00
	PAVERS-pre con for street pavers	(Alliance Pavers quote for main street pavers)	$156,075.00	$0.00	$156,075.00
	Balcony and Railings	TNT EST	$193,520.00	$0.00	$193,520.00
	Perimeter Walls		$73,680.00	$0.00	$73,680.00

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TOTAL FINAL			**$1,429,201.02**	**$0.00**	**$1,429,201.02**
				$0.00	$0.00
Total Brick & Mortar			**$3,844,131.90**	**$0.00**	**$3,844,131.90**
Permit & Impact Fees		Approx $20,000/Unit	$120,000.00	$ 1,832.90	$118,167.10
HOA Deficit Funding		Approx $2,000/Unit	$12,000.00	0	$12,000.00
Total Vertical Cost			**$3,776,131.90**	**$ 1,832.90**	**$3,774,298.00**
Plans & Design			$3,975.00	$3,975.00	$0.00
Insurance Costs			$60,000.00	$0.00	$60,000.00
Soft Costs			$997.50	$997.50	$0.00
Site Work Permit Renewal			$5,574.32	$5,574.32	$0.00
Total Horizontal Site Work			$790,308.00	$421,297.92	$369,010.08
Site Work Bond			$17,982.09	$17,982.09	$0.00
Vertical Bond	Est. 2% of Total Brick & Mortar		$122,865.00	0	$122,865.00
Total Project Cost (Less contingency & GC Fee)			**$4,777,833.81**	**$451,668.73**	**$4,326,174.08**
GC Fee			**$734,486.63**	**$ 85,051.85**	**$ 688,443.98**
Contigency			**$319,860.79**	**$0.00**	**$319,860.79**
TOTAL TOTAL			**$5,831,980.23**	**$516,711.38**	**$5,315,268.85**

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Exhibit D

Financial Covenants

"**Financial Covenants**" means Borrower and Guarantor shall, at all times, comply with the following: Liquidity shall not be less than $1,500,000.00, which financial covenant shall be calculated on a quarterly basis within 30 days of each fiscal quarter end.

"**Liquidity**" means (a) unencumbered cash and cash equivalents of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, and (b) marketable securities of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, each valued in accordance with a cash basis accounting method, GAAP (or other principles acceptable to Lender), as determined by Lender in its sole discretion.

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Exhibit E
Multiple Unit Provisions

1. Units. The Property consists of ten (10) lots (each, a "**Unit**"). The total Loan amount shall be allocated across the Units.

2. Partial Release. At any time prior to the Maturity Date, Lender shall, at Borrower's request, issue a partial reconveyance (a "**Partial Release**") from the lien of the Security Instrument of one or more of the Units (a "**Released Property**") that Borrower has proposed to sell or refinance, with Lender's approval; provided, however, that prior to or simultaneously with each such Partial Release all of the following conditions shall be satisfied:

   a. No Default and no Event of Default exists;

   b. Borrower provides Lender at least thirty (30) days' prior to the anticipated closing date of a Released Property Sale or Released Property Financing, a written request for such release together with any documents related thereto (including the sales agreement, or evidence satisfactory to Lender of Borrower entering into a new financing agreement with an unaffiliated, bona fide third party, as applicable);

   c. Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such Partial Release and the cost of any title insurance endorsements required by Lender;

   d. Lender shall have received evidence satisfactory to Lender that (i) the Released Property to be reconveyed and the portion of the Property which shall remain encumbered by the Security Instrument are each legal parcels lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (ii) that the portion of the Property which shall remain encumbered by the Security Instrument have the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof;

   e. For (A) each Unit (excluding 125 Kings Lane, Fort Pierce, FL 34950 (Lot 9) and 115 Kings Lane, Fort Pierce, FL 34950 (Lot 10)) to be reconveyed, Lender shall have received funds in an amount for each Released Property equal to 115% of par value of the Released Property, as shown below, (B) Lot 9 to be reconveyed, Lender shall have received funds in an amount equal to $1,200,000.00 and (C) Lot 10 to be reconveyed, Borrower must sell Lot 10 to an unaffiliated, bona fide third party, for the avoidance of doubt, that certain Seller Purchase and Sale Agreement dated January 17th 2025 between Borrower and Deborah Phillips Downs is considered a sale to a bona fide third party and will fulfill the release condition for a sale of Lot 10. (the "**Release Price**"):

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Address	Sq Feet	ARV	Allocation %	Allocation $	115%
165 Kings Lane - Lot 5 / Building B - Unit 1	2,186	1,595,780	18.06%	1,158,744.63	1,332,556.32
155 Kings Lane - Lot 6 / Building B - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
145 Kings Lane - Lot 7 / Building C - Unit 1	2,146	1,566,580	17.73%	1,137,541.62	1,308,172.86
135 Kings Lane - Lot 8 / Building C - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
125 Kings Lane - Lot 9 / Building D - Unit 1	2,243	1,200,000	13.58%	871,356.67	1,200,000.00
215 Kings Lane - Lot 1 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
205 Kings Lane - Lot 2 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
195 Kings Lane - Lot 3 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
185 Kings Lane - Lot 4 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
115 Kings Lane - Lot 10 / Building D - Unit 2	2,087	-			-
Totals	12,882	8,838,080	100.00%	6,417,600	7,578,180
	Total Invested Equity				
	Total Loan Amount	6,417,600			

Note:
Lot 9 and 10 are excluded from release pricing. Lot 9 release price will be $1.2MM and Lot 10 will be released upon sale without a paydown amount.

(For avoidance of doubt, no Unit may be sold by Borrower unless it is released (and, without limitation, the required payment is made) pursuant to this Exhibit E prior to or concurrently with such sale.)

f. The Partial Release is made either solely in connection with the sale of the Released Property to an unaffiliated, bona fide third party (the "**Released Property Sale**"), or solely in connection with the financing of a new loan for the Released Property, either between Borrower and Lender, or between Borrower and an unaffiliated, bona fide third party ("**Released Property Refinancing**");

g. If requested by Lender, the Borrower shall have entered into a modification of the Security Instrument to attach the correct legal description for the remaining Units in form and substance satisfactory to Lender;

h. The title insurance company insuring the priority of the Security Instrument shall have issued, at Borrower's expense, an endorsement or endorsements to the Lender's title insurance policy obtained in connection with the Loan, insuring the continued priority of the Security Instrument after the Partial Release in addition to such other endorsements as Lender may reasonably request, in each case in form and substance satisfactory to Lender;

i. Borrower shall have provided to Lender any and all documents required for the Partial Release as Lender in its sole discretion shall request, and Lender shall have executed each of the same; and

j. Borrower shall have paid all of Lender's costs and expenses associated with the Partial Release, including attorneys' fees.

3. Application of Release Price. The Release Price received by Lender for each Released Property shall be applied to reduce amounts owing with respect to the Loan in a manner determined by Lender in its sole and absolute discretion until such time that the outstanding balance of the Loan, including without limitation all principal and interest, together with any and all other costs, fees, and expenses have been repaid in full.

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Neither the acceptance of any payment nor the issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of *the* Security Instrument on the remainder of the Property and Improvements which is not reconveyed. Any amounts of the Loan repaid may not be reborrowed.

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City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 08/04/2025

Re: Resolution 25-R55 Appointing a member to the Keep Fort Pierce Beautiful Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R55 appointing a member to the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

SUMMARY:

Ms. Caleta Scott's at-large appointment expired on 8/1/2025. She does not seek reappointment.

RECOMMENDATION:

Select one of the applicants.

ALTERNATIVES:

Continue to seek applicants.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Communications Division

Attachments

Resolution
Adams, Anthony
Edmond, Debbie
Pugh, T-Erica
Trione, Emily
Ballot

Form Review

Form Started By: Tina Rel Started On: 07/21/2025 09:11 AM
Final Approval Date: 07/21/2025

RESOLUTION NO. 25-R55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, by Resolution 21-R30, the City Commission restructured the membership of the Keep Fort Pierce Beautiful Advisory Board thus necessitating new appointments to the Board.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following members are hereby appointed by the City Commission; said terms to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office; or as indicated below; or until removed; or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
	at-large	August 4, 2029

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of August, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24111

Date Submitted: 6/20/2025

Name of Board or Boards for which you are applying:*

Keep Fort Pierce Beautiful Advisory Board

Name:*

Anthony Adams

Home Address:*

1312 Atlantic Avenue

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

4 months

Telephone Number*

5408461736

If less than two years, provide prior address:

6432 Las Palmas Way, Port Saint Lucie, FL

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Environmental Consultant/Arborist/Gopher Tortoise Agent

Employer:*

EDC, a Division of Haley Ward, Inc.

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

As an environmental professional for over 10 years in FL, I care deeply about my surroundings and the impact of human actions on both the natural and physical world. I embody ethics in all of my ventures, and bring about a knowledge of engineering, environmental, and basic surveying disciplines. My current job fosters a familiarity with City of Ft. Pierce Ordinances and Regulations, which I would be happily to apply as part of this board.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

FACEBOOK

Applicant Email Address:*

anthony.adams.08@gmailcom

Date:*

06/20/2025

Applicant's Signature:*

Anthony A. Adams

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Anthony Adams 2023 Resume.pdf

Anthony Adams

6432 Las Palmas Way Port St. Lucie, FL 34952 (540) 846-1736 anthony.adams.08@gmail.com

FIELD EXPERIENCE

EDC, INC. ..... **Port St. Lucie, FL**
Senior Biologist/Project Manager *Feb. 2020 – Present*

- Performs & writes Env. Assessments, Wildlife surveys, Benthic Studies, Wetland Delineations, Tree Surveys
- Manages daily operations of entire Environmental Division at multi-million dollar firm
- Advises clients with project goals based on in-depth knowledge of environmental regulation and codes
- Provides start-to-finish project permitting expertise dealing with federal, state, and local government bodies
- Creates Preserve Areas and Wetland Restoration Plantings using GIS and basic CAD for long-term success
- Utilizes specialized Arboriculture knowledge for work with mangroves, native and invasive tree species

EARTHBALANCE ..... **North Port, FL**
Assistant Project Manager *Dec. 2015 – Jan. 2020*

- Led projects related to remediation, native planting, invasive removal, restoration, mitigation, and permitting
- Supported managers in higher roles; commanded crew ranging from 3-18 in the field on various projects
- Project tracking involving chemical treatment plans, utilizing spreadsheets, MS Office, and GIS software
- Operated heavy machinery such as skid-steers, swamp buggies, and airboats on a routine daily basis

AIS OBSERVERS ..... **Seattle, WA / Kodiak, AK**
North Pacific Groundfish Observer *Dec. 2014 – Nov. 2015*

- Completed data collection on various commercial fishing vessels throughout Gulf of Alaska
- Collected quality non-biased data, identifying all species encountered and documenting infractions
- Cooperated with both private sector fishermen and government bodies that regulated industry

POINT BLUE CONSERVATION SCIENCE ..... **Petaluma, CA**
Intern *Aug. 2014 - Nov. 2014*

- Plan riparian restoration projects & implementation with local schools and interest groups in SF Bay Area

NEVADA CONSERVATION CORPS ..... **Las Vegas, NV**
Crew Leader *Feb. 2014 – Aug. 2014*

- Worked as AmeriCorps Crew Leader responsible for managing 5 team members and executing assigned tasks
- Performed activities included tree felling, trail maintenance, dry masonry, and basic construction

HOLISTIC WILDLIFE SERVICES ..... **Ely, NV / Pearce, AZ**
Field Technician / Crew Leader *June 2012 – Aug. 2012; Aug. 2013 – Nov. 2013*

- Led research teams in NV and AZ, locating unknown of roosts of federally endangered populations

ENVIRONMENTAL and AGRICULTURAL RESEARCH

DAUPHIN ISLAND SEA LAB ..... **Mobile, AL**
Lab Technician *Aug. 2015 - Sept. 2015*

- Assisted with damage assessments of oyster populations in Gulf of Mexico in response to BP oil spill

CNU DEPT. of BIOLOGY, CHEMISTRY, & ENVIRONMENTAL SCIENCE ..... **Newport News, VA**
Research Assistant *Jan. 2012 - June 2013*

EDUCATION, LICENSES, and SKILLS

Christopher Newport University ..... **Newport News, VA**
Bachelor of Science in Biology *May 2012*

ISA Certified Arborist ***CPR/First Aid***

Licensed Chemical Applicator ..... **FL**
Licensed in Natural Areas, Aquatics, Forestry, Right-of-Way

VOLUNTEER EXPERIENCE

AMERICORPS ..... **Hampton, VA**
Full-Time volunteer (1700 hours in schools) *Sept. 2012 - Aug. 2013*

Print

Application For Appointment/Reappointment - Submission #24146

Date Submitted: 7/12/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee, Communitywide Council, Keep Fort Pierce Beautiful Advisory Board, & Planning Board

Name:*

Debbie Edmond

Home Address:*

4112 Worlington Ter

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

1 year and 10 months

Telephone Number*

5615721071

If less than two years, provide prior address:

4685 NHaverhill Rd B14, West Palm Beach FL 33417

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

MLO, Realtor

Employer:*

Prmg/ Canvas Real Estate

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

I dont now at this time

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I am a licensed Mortgage Loan Officer and Real Estate Agent with a strong background in real estate, mortgage lending, and community outreach. I hold an Associate Degree in Accounting. With several years of experience working directly with first-time homebuyers, investors, and families seeking affordable housing, I bring a well-rounded perspective that combines financial insight, housing policy knowledge, and a deep commitment to helping residents achieve stable and sustainable housing. As a Fort Pierce resident and business professional, I am deeply invested in the well-being and long-term growth of our community. I've helped guide numerous clients through the complexities of purchasing and financing homes—often under programs related to affordability, down payment assistance, and government-backed loans. This experience has given me hands-on knowledge of the challenges residents face and the opportunities we can create through inclusive policies and community-centered planning. For the Affordable Housing Advisory Committee, I offer frontline insight into barriers residents face in securing housing and financing, along with practical strategies to improve access and affordability. On the Communitywide Council, I will bring a voice that understands diverse community needs and works to connect people with resources. For the Keep Fort Pierce Beautiful Advisory Board, my strong ties to the local community and focus on property value preservation and neighborhood beautification align with the mission of keeping our city vibrant and welcoming. On the Planning Board, I can contribute a balanced perspective of both homeowner needs and sustainable growth, informed by my real estate background and understanding of development trends. In all roles, I aim to be a collaborative, ethical, and service-minded member who prioritizes community engagement, transparent communication, and practical outcomes that reflect the needs and voices of Fort Pierce residents.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Self-Debbie Edmond

Applicant Email Address:*

debbierealestate1@gmail.com

Date:*

07/12/2025

Applicant's Signature:*

Debbie Edmond

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24130

Date Submitted: 7/4/2025

Name of Board or Boards for which you are applying:*

Keep Fort Pierce Beautiful

Name:*

T-Erica Pugh

Home Address:*

315 Raspberry Road

City:*

Fort Pierce

State:*

FL

Zip:*

34981

How long at this address?*

7 months

Telephone Number*

3059655201

If less than two years, provide prior address:

8350 NW 8th street Miami Florida 33126

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Superintendent

Employer:*

Department of Transportation and Public Works

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I have been with the Department of Transportation and Public Works for twenty two years. I was a bus operator for 15 years, a transit operations supervisor, a superintendent, and now I'm the superintendent of bus operations.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Not referred by anyone

Applicant Email Address:*

teepugh@icloud.com

Date:*

7/4/2025

Applicant's Signature:*

T-Erica Pugh

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24118

Date Submitted: 6/29/2025

Name of Board or Boards for which you are applying:*

Keep Fort Pierce Beautiful Committee

Name:*

Emily Trione

Home Address:*

207 Ave D

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

2 years

Telephone Number*

2019539255

If less than two years, provide prior address:

207 Ave D

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Front Desk Supervisor

Employer:*

Living Waters Wellness

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Oakland Spine and Physical Therapy

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Fort Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

FL

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I'm proud to call Fort Pierce home and have a real appreciation for the unique character and charm found throughout the city, from historic neighborhoods to local business areas and everything in between. My partner and I live in the Edgartown district, and he was honored with the City of Fort Pierce's Golden Hammer Award for the restoration of our home. That experience deepened my connection to the city's values and inspired me to get more involved in efforts that help preserve and uplift the community. I currently work for a locally owned chiropractic practice that serves people from all over the area. As the front desk supervisor, I oversee daily operations at both of our locations, handle scheduling, insurance, and patient communication, and help keep things running smoothly day to day. I have over a decade of experience in customer-facing roles, leadership, and team support, and I've always been someone who stays organized, communicates clearly, and finds solutions while keeping things positive and professional. While I haven't served on a city board before, I'm motivated, dependable, and eager to contribute. I care about this community and would be honored to support the work of the Keep Fort Pierce Beautiful Advisory Board. I'm ready to show up, put in the effort, and do my part to help Fort Pierce continue to grow in a way we can all be proud of.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Facebook

Applicant Email Address:*

emily.trione09@gmail.com

Date:*

06/30/2025

Applicant's Signature:*

Emily Trione

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Resume.pdf

Emily Trione

Fort Pierce, FL 34950
emily.trione09@gmail.com
+1 201 953 9255

Professional Summary

Dedicated and adaptable professional with extensive experience in customer service, administration, and team leadership. Quick learner with a proactive approach to problem-solving, training, and office management. Strong interpersonal skills, ensuring excellent patient and client experiences. Highly organized, detail-oriented, and committed to supporting both team success and operational efficiency.

Authorized to work in the US for any employer

Work Experience

Front Desk Supervisor

Living Waters Wellness-Fort Pierce, FL
December 2023 to Present

• Front desk supervisor for chiropractic facility with two locations. Actively working hands on with all staff (providers, receptionists, chiropractic assistant etc) and patients at desk.

• Managing a high volume of incoming calls and outgoing calls for both offices.

• All patient greeting/ processing intake, including managing visitor sign-in process and guiding patients through the office and their care. Processing over the counter collections and proper follow up appointments or calls are scheduled.

• Handles sensitive documents with confidentiality and discretion, maintaining strict adherence to privacy policies

• Assisting with administrative tasks such as filing documents, photocopying materials, email correspondence and reporting directly to office manager and owner of company.

• Training new receptionists on office procedures and protocols to ensure consistent service delivery across shifts

• Communicatimg effectively with patients regarding their insurance benefits, explaining any limitations or requirements

• Verifing insurance coverage for patients by contacting insurance companies and gathering necessary information while doing all standard front desk tasks.

Server

Bar Boutique-Ramsey, NJ
June 2023 to November 2023

Serving all tables (indoor & outdoor) using Toast at high end craft cocktail bar with WineMotion tastings and 3000+ bottles of wine available for tableside service and retail sale. Limited food menu of charcuterie and tapas style. Responsible for serving, hosting, retail sales, busing, stocking, prep for cocktails, washing/shining all glassware, and assisting bartenders. Knowledge of house menu along with wine, beer and spirits. Worked weekends only (Fri-Sun) as part time until moving out of state.

Dental Coordinator

Angela Aaron DDS-Waldwick, NJ
February 2023 to November 2023

Greeting all patients. Setting up, verifying, submitting claims/predetermination and troubleshooting insurance for patients. Creating treatment plans and ensuring patient responsibility due after maximum, downgrades, etc and collecting payments upon appointment. Managing inbound phone inquiries and routes calls accordingly. Sending out cases to lab, receiving and sorting any incoming cases and mail. Standard scheduling and confirming patient appointments. System used in office is Eaglesoft. Some training on chairside assisting, mainly just periocharting with hygienist and some knowledge on instrument sterilization. Patient billing and promoting in house insurance. Began per diem and transitioned into full-time.

Hostess/Server/Bartender/Expo

Blue Moon Mexican Cafe-Wyckoff, NJ

March 2011 to November 2023

Worked full time with them for over 10 years and transitioned to part time after going into reception. I have trained and worked multiple different positions with them. I have done everything from hosting, to kitchen work, expediting, bartending/serving, off site catering, etc. I traveled to multiple new locations they opened, in and out of state, to work as a manager training new employees as well as setting up the new facilities.

Receptionist Manager & Team Leader

Oakland Spine & Physical Therapy-Oakland, NJ

May 2020 to August 2023

Managed full staff of receptionists along with all standard admin assistant and clerical tasks. Manages facility and places all supply orders for office (Chiro, PT and Acu equipment), outstanding balances to be paid, bills to be sent and refunds to be issued daily. Daily focus is one on one with patients (phones, email and in person), tracking office statics mainly on excel, scheduling appointments, managing finances and consistently training team. Develops and executes trainings. Creates staff schedules, documents new hire progression within position as well as documentation on all employees and individual meetings. Participates in weekly trainings and meetings to excel in management position and works with other managers on how to increase profit within company. Documents and records all information from meetings along with auditing times. Participates in trainings with scheduling institute on and off site, five star certified on patient phone calls.

Manager

Tito's Burritos & Wings-Ridgewood, NJ

July 2010 to March 2011

Trained at a different location to assist in opening their Ridgewood store. Manager duties included; handling employee schedules, keeping inventory and ordering, over seeing all staff, handling customer satisfaction issues, reporting daily sales, etc.

Education

Associate in Horticulture

Bergen Community College-Paramus, NJ

June 2010 to August 2011

High school or equivalent

Montclair High School-Montclair, NJ

September 2004 to June 2009

High school or equivalent

Skills

- Eaglesoft (1 year)

- Organizational Skills (10+ years)
- Point of Sales (10+ years)
- Hospitality Experience (10+ years)
- Bartending (10+ years)
- Medical Scheduling
- Serving Experience (10+ years)
- Scheduling (10+ years)
- Leadership Experience (10+ years)
- Customer Service (10+ years)
- Restaurant Experience (10+ years)
- Team Work
- Training & Development (10+ years)
- Team Management
- HIPAA
- Medical Office Experience
- Scheduling institute 5 star certified (2 years)
- Time Management (10+ years)
- Insurance Verification (4 years)
- Microsoft Excel (10+ years)
- Phone Etiquette (10+ years)
- Administrative Experience
- Management Experience (10+ years)
- Dental office experience (1 year)
- Dental receptionist (1 year)

Certifications and Licenses

Driver's License

Keep Fort Pierce Beautiful Ballot – August 2025

One at-large member.

Anthony Adams

Debbie Edmond

T-Erica Pugh

Emily Trione

First Choice: _____(1 pts)

Submitted by: _____

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 08/04/2025

Re: Resolution 25-R56 appointing members to serve on the Fort Pierce Youth Counc

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R56 appointing members to serve on the Fort Pierce Youth Council.

SUMMARY:

Applications were solicited and those received are attached for consideration.

RECOMMENDATION:

Appoint applicants.

ALTERNATIVES:

Seek additional candidates.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Audria Moore, Special Projects Coordinator

Attachments

Resolution
Augustin, Mayling
Estime, Bianca
Esquivel, Emely
Fee, Addison
Garcia, Serenity
Nixon, Timothy
Perez, Gabriella
Vaughn, Marcos

Form Review

Form Started By: Tina Rel Started On: 07/21/2025 10:00 AM

Final Approval Date: 07/21/2025

RESOLUTION NO. 25-R56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COUNCIL;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Youth Advisory Council which was established via Resolution No. 19-R43 and amended via Resolution No. 20-R10; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
Mayling Augustin	at-large	August 4, 2027
Bianca Estime	at-large	August 4, 2027
Emily Esquivel	at-large	August 4, 2027
Addison Fee	at-large	August 4, 2027
Serenity Garcia	at-large	August 4, 2027
Timothy Nixon	at-large	August 4, 2027
Gabriella Perez	at-large	August 4, 2027
Marcos Vaughn	at-large	August 4, 2027

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 4th day of August, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Thu 7/3/2025 4:31 PM
To Audria Moore <amoore@cityoffortpierce.com>

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Mayling
Last Name	Augustin
Address1	203 s 30th st
Address2	*Field not completed.*
City	Fort pierce
State	Fl
Zip	34947
Email Address	Linbusiness0@gmail.com
Cell Phone Number	5617672723
Home Phone Number	*Field not completed.*
School	Fort Pierce Westwood high school

Grade Level	10
Grade Point Average	4.0
Age	16
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	HCA Lawnwood Hospital Volunteen program HOSA Speech and Debate Key Club
Currently employed?	No
How many hours per week do you work?	0
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	racial discrimination Poverty lack of career-related opportunities
What specific measures would you take to address one or more of the issues listed above?	Promote equality by posters throughout the community. In addition, by increasing job availability, this reduces unemployment. Overall, this inclusive nature will increase career-orientated mindsets for the youth.
What is it about the Fort Pierce Youth Council that interests you?	Fort Pierce Youth Council enables for the voices of the youth to be heard. As a member of the youth, this addresses our problems in the community. A supportive community is essential for its financial and social stability.

PARENT/GUARDIAN INFORMATION

First Name	Mitcherling
Last Name	Jean baptiste
Email Address	Mimij6484@gmail.com
Cell Phone Number	9545447844
Attach Required Signatures Form	Yoco signature form.pdf
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	*Field not completed.*

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

Email not displaying correctly? View it in your browser.

Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 7/7/2025 8:20 PM
To Audria Moore <amoore@cityoffortpierce.com>

City of Fort Pierce

Warning: The sender noreply@civicplus.com might be a spam sender.
This is SPAM: Block Not a Spam Sender

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Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Bianca
Last Name	Estime
Address1	5313 Lugo Street
Address2	*Field not completed.*
City	Fort Pierce
State	Florida
Zip	34951
Email Address	estimebianca08@gmail.com

Cell Phone Number	239-452-0795
Home Phone Number	*Field not completed.*
School	Fort Pierce Westwood Academy
Grade Level	12
Grade Point Average	3.8
Age	17
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	FIU CTS Research Student, First Priority, FCA, Weightlifting
Currently employed?	No
How many hours per week do you work?	*Field not completed.*
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	Gang Activity, Drug Abuse, Lack of motivation and encouragement.
What specific measures would you take to address one or more of the issues listed above?	In order to combat the lack of motivation and encouragement in the youth of Fort Pierce, I would find a way to create a space that allows kids to be themselves while encouraging them to get out their comfort zones in their own way. A lot of kids might feel like they don't belong in certain spaces and forcing them to do something or condemning things that they do only reinforces this idea to them and it doesn't create any positive changes. In fact, it may push kids away from doing the right thing. I want to show kids that they are not villains, no matter how people may treat them, and that they don't need to change themselves to be involved in good. In order to actually create engagement, we can create events that kids are actually interested in. For example, we can plan a block party, using someone who isn't necessarily interested in council but shows an interest in partying and things of that sort. We can ask them to plan said party and invite people, giving them something to do and getting them involved, as well as connecting them with the council. At said party we more volunteers outside of the council to give interviews to attendees, posing as a fun activity. This way we get more people involved and also hearing what the youth who might not even know the council exists a way to get their voices heard as well. Then we can have sign up sheets or speeches, getting attendees who might want to have a hand in

	change. We can encourage those who helped plan to continue helping out and encourage those who attended to start helping out. We can create or use community organizations or clubs that the youth shows interest in like a sports team and those who would like to participate must meet a certain number of community hours or use group volunteer events as team bonding. In the same way, we can use group volunteer events as fundraising for kids to be able to fund causes they are concerned about or interested in. This keeps kids busy as well as helping them see the change they want and showing them that they are the reason change is being made. I would also do all this in hopes that the kids form a connection with each other and establish a sense of purpose and unity within the community and encourage them to take care of the city and the people in the city. My plan's overall goal, is to really reach out into the depths of the youth. Not only the ambitious kids. I want to encourage everyone to be ambitious, whether they start to realize it or not. Because I believe that is what would make this sustainable and more impactful, if there is less of a division.
What is it about the Fort Pierce Youth Council that interests you?	This is a small city filled with kids like me. I genuinely want the kids like me and not like me to have a voice and I genuinely want to create a change. In school government, no matter who runs or gets elected, I never see a difference. It seems as if the title is only for show or bragging rights. I am joining this council in hopes that it isn't student government. I want to see how much of a voice we can have and how much of a change we can make.

PARENT/GUARDIAN INFORMATION

First Name	Bernadette
Last Name	Occean
Email Address	dedette22@yahoo.com
Cell Phone Number	7728673606
Attach Required Signatures Form	StudentParent-Required-Signatures-Form.pdf
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	City-of-Fort-Pierce-YOCO-Application.pdf

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

Email not displaying correctly? View it in your browser.

Outlook

YOCO APPLICATION

From damaris esquivel <vdesquivel09@gmail.com>
Date Thu 7/3/2025 9:01 PM
To City Manager <citymanager_dl@cityoffortpierce.com>

[Some people who received this message don't often get email from vdesquivel09@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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With much respect to City manager. Attached is my YOCO application for the City of Fort Pierce youth Council. I'm looking forward to hearing from you. Have a blessed night.
Thank you
Best regards, Emely Esquivel

FORT PIERCE YOUTH COUNCIL

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL pt2.

Commitment Statement: I understand that being a member of the City of Fort Pierce Youth Council carries certain responsibilities. I agree to conduct myself as properly befitting a representative of my City and abide by all guidelines of the Council. I understand that four o more consecutive absences from Youth Council meetings is grounds for dismissal.
***Please see the attached List of Offices and Duties document. Student Signature: I have read and understand the above commitments required for the Council.**

Emely V. Esquivel
_____ **Student Signature** 7-2-2025 **Date**

Parent/Legal Guardian Signature: I give my permission for the above named applicant to see a position on the City of Fort Pierce Youth Council and I have read and understand the commitments required for the Council.

Damaris Cantu
_____ **Parent Signature** 7-2-2025 **Date**

***Completing this application does not guarantee a seat on the Youth Council. If you have any questio please call 772-465-4170 or email citymanager_dl@cityoffortpierce.com**

APPLICATION FOR THE CITY OF FORT PIERCE YOUTH COUNCIL

***Please print neatly in blue or black ink.**

Name Emely Victoria Esquivel **Date** 07-02-2025
Parent's Name(s) Damaris Cantu Esquivel and Victor Esquivel
Home Phone # _____ **Other Phone Line** (772) 708-9452
Address 3034 Sunrise Blvd **City** Fort Pierce **State** FL **Zip** 34982
E-mail Address ydesquivel09@gmail.com
School Name: Jhon Carroll High School **Grade:** 9th **Age:** 14
Grade Point Average: First year of Freshman

List the extra-curricular activities that you currently take part in:
Vollyball, training for cross country, completed the TRIO program at IRSC, I help at st Mark Thrift Shop.

List any other organizations or clubs you are currently a member of:
Set'm Up, St Mark Altar Servers Leader

Why do you want to be involved in the City of Fort Pierce Youth Council?
I would like to become more involved in my community and learn communication skills.

Describe your ideas and goals for this Council and how they can benefit the Community.
I would like to share my input with the city on how to make it a more beautiful and charming City.

If you could change one thing about this City, what would that be and why?
If I could change something about the City it would be to have more programs that can involve the young Community. To teach us how to continue to keep this city beautiful and safe.

What are you passionate about?
I am passionate about helping others, staying active, and most importantly prayer.

Please Return to: The City of Fort Pierce, City Manager's office: 100 N. US Highway 1, Fort Pierce, FL 34950 or for more info, please call 772-465-4170 or email citymanager_dl@cityoffortpierce.com

Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 7/2/2025 2:16 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Addison
Last Name	Fee
Address1	2401 Wilderness Drive South
Address2	*Field not completed.*
City	Fort Pierce
State	Florida
Zip	34982
Email Address	captaddie@icloud.com
Cell Phone Number	772-318-9060
Home Phone Number	772-971-8069
School	John Carroll Catholic High School

Grade Level	12
Grade Point Average	5.38
Age	17
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	JCHS President Emeritus National Beta Club National Honor Society Member Volunteer at HCA Florida Lawnwood Hospital JCHS Varsity Cheer Captain
Currently employed?	Yes
How many hours per week do you work?	15
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	Mental Health issues, Normalized Violence and Economic Disparities
What specific measures would you take to address one or more of the issues listed above?	By bringing in licensed clinicians to discuss Mental Health issues and provide resources in order to bring about awareness, reduce stigma and aide in epidemic. With regard to the rampant normalization of gun/gang violence in our City we could provide greater access to mentorship programs like Project Lift. With regard to reducing economic disparities we could foster greater community collaboration and community focus activities especially within our school district.
What is it about the Fort Pierce Youth Council that interests you?	Five generations deep in this very community, I am deeply invested in serving, improving and preserving my home. Serving on the Youth Council would be a great honor and opportunity make a wave of change. I am humbled by your consideration and grateful for your time. I look forward to offering my time in service along with my peers.

PARENT/GUARDIAN INFORMATION

First Name	Jennifer
Last Name	Fee
Email Address	jfee@treasurehealth.org
Cell Phone Number	772-971-8069
Attach Required Signatures Form	A.Fee YOCO Sig.pdf

Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	*Field not completed.*

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

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Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Thu 7/3/2025 10:22 AM
To Audria Moore <amoore@cityoffortpierce.com>

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Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Serenity
Last Name	Garcia
Address1	2658 SE Export Ave
Address2	*Field not completed.*
City	Port St.Lucie
State	Florida
Zip	34952
Email Address	Serenitygarcia03@gmail.com
Cell Phone Number	7725790781
Home Phone Number	*Field not completed.*
School	Fort Pierce Westwood Academy

Grade Level	12
Grade Point Average	4.8 (weighted)
Age	17
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	Student government organization as president National Honors society JROTC MOA Leadership
Currently employed?	Yes
How many hours per week do you work?	20-25
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	Lack of availability of educational opportunities resources for low income student, food scarcity , and discrimination due to race.
What specific measures would you take to address one or more of the issues listed above?	I believe starting community initiatives such as more food banks, tutoring and college prep programs that are free and available, and community events that would bring more people together could help address the above issues.
What is it about the Fort Pierce Youth Council that interests you?	The Fort Pierce Youth council give me, as a 16 teen year old mixed race women, more of a voice and more power to help make a positive difference in my community.
PARENT/GUARDIAN INFORMATION	
First Name	Meaghan
Last Name	Wells
Email Address	Serenitygarcia03@gmail.com
Cell Phone Number	2567778916
Attach Required Signatures Form	IMG_1095.jpeg
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	*Field not completed.*

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

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Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Mon 7/7/2025 10:59 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Timothy
Last Name	Nixon Jr.
Address1	4214 Aberfoyle Ave
Address2	*Field not completed.*
City	Fort Pierce
State	FL
Zip	34947
Email Address	nataliejordan1982@gmail.com
Cell Phone Number	(772) 501-1089
Home Phone Number	*Field not completed.*
School	Port St. lucie High School

Grade Level	11th
Grade Point Average	4.2
Age	16
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	1. School 2. other activities 3. community 4. Athletic 5. volunteer
Currently employed?	No
How many hours per week do you work?	n/a
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	1. Drug use- youth are being exposed to all forms at early age. 2. Guidance -no proper guidance or not enough programs to help steer young adults in the right way. 3. Peer pressure is everywhere. More tools for coping.
What specific measures would you take to address one or more of the issues listed above?	drug use- More options for youth groups programs with mentors where youth can learn and mingle. Guidance -send specific send college teachers to schools to teach fundamental skills in certain subjects about real world issues or classes on certain topics.
What is it about the Fort Pierce Youth Council that interests you?	It interests me because I am passionate about having a voice as a young person and letting the community and those involved know the importance of many topics from youths perspective.

PARENT/GUARDIAN INFORMATION

First Name	Timothy
Last Name	Nixon
Email Address	nataliejordan1982@gmail.com
Cell Phone Number	772-501-1089
Attach Required Signatures Form	IMG_2807.jpeg
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	IMG_2807_1.jpeg

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

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Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Fri 7/11/2025 12:31 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Gabriella
Last Name	Perez
Address1	941 Bent Creek Dr
Address2	*Field not completed.*
City	Fort Pierce
State	FL
Zip	34947
Email Address	gabyp0820@gmail.com
Cell Phone Number	772-201-8794
Home Phone Number	*Field not completed.*
School	Fort Pierce Central

Grade Level	12
Grade Point Average	3.75
Age	16
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	-Basketball Manager -NHS -BETA Club -SGA
Currently employed?	Yes
How many hours per week do you work?	15-20
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	One social issue that seems to currently be a pressing issue is the isolation in today's youth. Another would be discrimination due to cultural/racial/sexual orientation. Many teens attempt to settle indifferences through violence.
What specific measures would you take to address one or more of the issues listed above?	There could be so many opportunities to provide a sense of community with activities and social events that a lot of teens would be interested in. For the second listed issue, the implementation of an education program within schools could prove to be beneficial to many. It could be optional for all but considered "mandatory" for those with discriminatory tendencies. And this program could apply to both issues of discrimination and violence. Many teens are uneducated on so many factors of the effects their actions towards others. And many teens have underlying reasons as to why they may act a certain way and they may feel closed off.
What is it about the Fort Pierce Youth Council that interests you?	This council interests me because it allows me to have a voice for those who may not feel heard at times. And I feel as though my perspective is unique and a great quality to have because I have a foot in many different groups of people with many different opinions and views, so that allows me to include everyone's voice through my own.

PARENT/GUARDIAN INFORMATION

First Name	Miriam
Last Name	Perez
Email Address	mperez050608@gmail.com
Cell Phone Number	7722018790

Attach Required Signatures Form	IMG_6911.jpeg
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	*Field not completed.*

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

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Outlook

Online Form Submittal: Fort Pierce Youth Council Application

From noreply@civicplus.com <noreply@civicplus.com>
Date Sun 7/13/2025 6:45 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Fort Pierce Youth Council Application

*** indicates required information**

Please download and complete the Required Signatures Form and submit with your application: Required Signatures Form

For assistance with this application, please contact Audria Moore at 772-467-3184 or amoore@cityoffortpierce.com.

STUDENT INFORMATION	
First Name	Marcos
Last Name	Vaughn
Address1	4394 Gator Trace Lane
Address2	*Field not completed.*
City	Fort Pierce
State	FL
Zip	34982
Email Address	marcos.vaughn9@gmail.com
Cell Phone Number	7725778167
Home Phone Number	*Field not completed.*
School	Fort Pierce Central High School

Grade Level	11
Grade Point Average	3.9
Age	16
Please list, in order of importance to you, up to four (4) school, volunteer, social, community, athletic, or other activities or organizations that you are currently participating in during your school term thus far.	National Honor Society Kiwanis Club Beta Club
Currently employed?	No
How many hours per week do you work?	*Field not completed.*
What three (3) social issues that affect the lives of Fort Pierce youth concern you most?	Cyber Bullying Social Media Mental Health
What specific measures would you take to address one or more of the issues listed above?	Start a page or group to do the following: • Boost positivity throughout the community • Organize events to increase reach and engagement • Develop School Takeover days where we go into schools and have experts interact/engage with the students
What is it about the Fort Pierce Youth Council that interests you?	It will give me an opportunity to give people who think, feel, and look like me to have a voice and representation on the Council.

PARENT/GUARDIAN INFORMATION

First Name	Marc
Last Name	Vaughn
Email Address	marc.vaughn8@gmail.com
Cell Phone Number	3055099118
Attach Required Signatures Form	Scan Jul 13, 2025.pdf
Download Required Signatures Form	**Required Signatures Form**
Attach other supporting documents	*Field not completed.*

For assistance, please contact Audria Moore:

Email:	*amoore@cityoffortpierce.com*
Phone:	*(772) 467-3184*

Email not displaying correctly? View it in your browser.

City Commission Regular Meeting - 5:05 PM **13. D.**

Meeting Date: 08/04/2025

Re: Special Election Resolution

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R57 Setting a Special Election to fill the vacant Commissioner seat of District 2, Seat 2.

SUMMARY:

Commissioner James A. Taylor, Jr. resigned from office effective August 2, 2025, thus creating a vacancy for District 2, Seat 2. Article III, Section 28, of the City Charter states: "At the time the vacancy occurs, if there is more than six (6) months before the next general election, a special election shall be set as early as legally possible and no temporary appointment shall take place".

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Adopt the resolution with alternate election dates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Gertrude Walker, Supervisor of Elections
Sara Hedges, City Attorney
The resolution has been approved as to form and correctness by the City Attorney.

Fiscal Impact

OTHER INFORMATION:

The estimated cost of the special election is $60,000.00.

Attachments

25-R57

Form Review

Form Started By: Linda Cox Started On: 07/29/2025 11:02 AM
Final Approval Date: 07/29/2025

RESOLUTION NO. 25-R57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, SETTING A DATE FOR A **SPECIAL ELECTION** FOR THE PURPOSE OF FILLING THE VACANCY OF CITY COMMISSIONER, DISTRICT 2, SEAT 2; ESTABLISHING A QUALIFYING PERIOD; SETTING THE DATE FOR A RUNOFF ELECTION IF NECESSARY AFTER THE SPECIAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Commissioner James A. Taylor, Jr. resigned from office effective August 2, 2025, thus creating a vacancy for District 2, Seat 2; and

WHEREAS, Article III, Section 28, of the City Charter states: "At the time the vacancy occurs, if there is more than six (6) months before the next general election, a special election shall be set as early as legally possible and no temporary appointment shall take place"; and

WHEREAS, Article VI, Section 52(h), of the City Charter states: "Special municipal elections for any purpose shall be held in the same manner as a regular election except the city commission, by resolution or by ordinance, shall fix the date of holding such special election, the office to be balloted upon and a qualifying period for candidates, or the question to be balloted upon"; and

WHEREAS, Article VI, Section 52(c) of the City Charter states: “When there are only two (2) candidates for any one office in a regular municipal election, the names of both candidates shall be placed on the general election ballot; and the candidate receiving a majority of the total votes cast for such office shall be declared elected to such office”; and

WHEREAS, Article VI, Section 52(d) of the City Charter states: “When three (3) or more persons qualify as candidates for any of the designated seats of the city commission or mayor to be filled, the persons' names who so qualified shall appear on the ballot and be voted upon at a primary election to be held on the day established by F.S. § 100.061 prior to the general election. Each candidate receiving a majority of the votes cast at the primary election for a designated seat shall be declared elected without the necessity of being voted upon in the regular city election. In the event no single candidate receives a majority of the votes cast in the primary election for a designated seat, the two (2) persons receiving the highest number of votes cast for that designated seat on the city commission or mayor shall be voted upon at the regular city election conducted on the date of the general election held on the first Tuesday after the first Monday in November of even-numbered years”; and

WHEREAS, the City Commission determines it is of vital importance to the citizens of Fort Pierce to have full representation on the City Commission in a timely and expeditious

manner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of the City of Fort Pierce, pursuant to Article III, Section 28 and Article VI, Section 52(h) of the City Charter, hereby sets the date for a Special Election to be held on November 4, 2025, for the purpose of filling the vacancy of City Commissioner, District 2, Seat 2.

SECTION 2. The City Commission of the City of Fort Pierce, pursuant to Article VI, Section 52(h) of the City Charter, hereby establishes the qualifying period for the Special Election to begin at noon on August 18, 2025 and end at noon on August 22, 2025.

SECTION 3. The City Commission of the City of Fort Pierce, pursuant to Article VI, Section 52(d) of the City Charter, hereby sets the date for a Run-Off Election to be held on January 13, 2026, for the purpose of filling the vacancy of City Commissioner, District 2, Seat 2, in the event a Run-Off Election is necessary.

SECTION 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 4th day of August, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 08/04/2025

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 07/17/2025 03:51 PM

Final Approval Date: 07/17/2025

CITY MANAGER'S REPORT

AUGUST 2025

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3 Unity In Our Community

4 Planning Determinations

6 Commercial Facade Grant Program

7 Commercial Sign Grant Program

8 Downtown Festival Street

9 Lincoln Park Master Plan

10 Moore's Creek Debris Removal

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22 City Project Updates

28 Welcome Aboard

28 River Walk Center

29 Upcoming Events

Unity In Our Community

On Wednesday, July 16, 2025, the Fort Pierce Police Department hosted its 7th Annual "Unity In Our Community" event at the Fort Pierce Recreation Center. The celebration brought residents together through entertainment, community resources, and engagement with law enforcement. Families enjoyed free food, bounce houses, face painting, a talent showcase, music, and other interactive activities that created a festive and welcoming atmosphere.

A central feature of the event was the multi-agency health and resource fair, which provided adult health screenings, civil legal aid, and other support services. Florida Rural Legal Services (FRLS) played a prominent role by assisting residents with legal needs related to family law, housing, and public benefits. The fair reflected the event's broader goal of offering practical help while fostering community resilience.

Law enforcement engagement remained a key element, with K-9 demonstrations and officers actively connecting with attendees. Acting Police Chief Robert Ridle emphasized the department's commitment to listening to community feedback and improving policing practices. The event underscored the Fort Pierce Police Department's mission to build trust and maintain strong community relationships during a time of leadership transition.

PLANNING DETERMINATIONS

OKEECHOBEE ROAD

The City Commission approved a Conditional Use application for 36,352 square feet of flex space designated for wholesale trade and warehousing on 3.57 acres at 4600 Okeechobee Road, Fort Pierce, FL.

CITY OF FORT PIERCE COMPREHENSIVE PLAN WORKSHOPS

HELP SHAPE THE FUTURE OF FORT PIERCE

JOIN US AT A COMMUNITY WORKSHOP TO LEARN ABOUT THE CITY OF FORT PIERCE'S COMPREHENSIVE PLAN — OUR ROADMAP FOR GROWTH, DEVELOPMENT, AND PRESERVATION. SHARE YOUR IDEAS, ASK QUESTIONS, AND HELP GUIDE THE CITY'S VISION FOR THE NEXT 7 YEARS.

TWO WORKSHOPS AVAILABLE

LOCATION: RIVER WALK CENTER
600 N. INDIAN RIVER DRIVE

TIME: 5 PM - 7 PM

DATES: AUGUST 6, 2025 AND OCTOBER 9, 2025

FORT PIERCE, FL
THE SUNRISE CITY

CALL FOR MORE INFORMATION
772.467.3737

COMMERCIAL FACADE GRANT PROGRAM

Great news for Fort Pierce businesses and property owners!

The Fort Pierce Redevelopment Agency has extended the application deadline for the Commercial Façade Grant Program to August 15, 2025.

This matching grant offers up to $25,000, covering 50% of eligible project costs, to help business and property owners breathe new life into their storefronts. Whether you're installing stylish awnings and canopies, upgrading siding and stucco, or enhancing your building's exterior with other improvements, this grant is your opportunity to turn heads and transform the community.

To qualify, your property must be:

- Commercially zoned
- Located within the FPRA District

This is your chance to boost curb appeal, reduce blight, encourage private investment, and enhance the unique charm of Fort Pierce—one building at a time!

To apply and for a complete list of eligibility requirements, please visit:

Commercial Facade Grants | Fort Pierce, FL - Official Website

For more information about the FPRA Commercial Façade Grant program, please call 772-467-3786 or email fpra@cityoffortpierce.com

COMMERCIAL SIGN GRANT PROGRAM

The Fort Pierce Redevelopment Agency is currently accepting applications for its Commercial Sign Reimbursable Grant Program. This initiative provides financial assistance to business and property owners within the FPRA District to help improve and modernize their signage.

Eligible applicants may receive up to $5,000 per property to replace outdated or worn signs with attractive, updated designs that enhance curb appeal and increase brand visibility.

To qualify, your property must be:

- Commercially zoned
- Located within the FPRA District

Applications are being accepted on a first-come, first-served basis and will be funded until all available resources are allocated.

To learn more or apply, visit:

https://choosefortpierce.com/969/FPRA-Incentive-Program

For questions, contact FPRA staff at 772-467-3786 or email fpra@cityoffortpierce.com

Downtown Festival Street

The Fort Pierce Redevelopment Agency (FPRA) has officially launched the Downtown Festival Street Redevelopment initiative. EXP Services, Inc. hosted a kickoff meeting on June 9th with City staff and project consultants to discuss timelines, goals, and strategies for successfully executing the project. EXP is excited to present this initiative at the upcoming Downtown Friday Festival on August 1, 2025 at which they will engage with the community through surveys and one-on-one conversations to help shape a shared vision for the future of Downtown Festival Street. Community members who are unable to attend the event will still have the opportunity to participate, as surveys will also be available through social media platforms, the City Manager's Report, and the FPRA Monthly Report.

QR Code for Community Input

Lincoln Park Master Plan

The FPRA has partnered with the Treasure Coast Regional Planning Council (TCRPC) which has launched an initiative to develop a community-based master plan for the Lincoln Park neighborhood in Fort Pierce. This effort will prioritize neighborhood stabilization and strategic investment through infill housing, the assessment and redevelopment of vacant lots, and initiatives aimed at attracting and retaining local businesses. A central focus of the plan includes the revitalization of Avenue D—Lincoln Park's historic business corridor—with targeted strategies to support its economic and cultural renewal. The program will officially kick off on August 12, 2025, with a meeting between consultants and City staff to outline the project's timeline, goals, and strategic approach.

Moore's Creek Debris Removal

The City began a new strategy of removing debris from Moore's Creek. A turbidity barrier was installed across the creek on the east side of 7th Street Bridge. Past efforts had volunteers assisting with cleanup efforts by putting on waders and entering the water to clean up the debris that was caught by the turbidity barrier.

After looking for a better and safer alternative to remove the debris, the Public Works Department decided to utilize a vacuum truck to remove the debris by parking in the northbound lane of 7th Street and extending the vacuum boom and suction hose over the bridge to remove the debris.

The turbidity barrier was moved closer to the bridge with staff assisting the vacuum truck operator by utilizing a fresh water high-powered hose to push debris towards the vacuum hose. The new service schedule for cleaning up the debris has been set at once per week or on an as-needed basis.

Indian Hills Golf Course

Intense summer temperatures have accelerated turf growth, especially on the fairways, but also pose a challenge for players. Golfers are advised to stay hydrated before and during play, consume electrolyte-rich drinks, and eat light snacks such as protein bars or peanuts to maintain energy. Monitoring fellow players for heat-related fatigue is encouraged.

Recent afternoon showers have provided much-needed relief, supporting turf health and aiding ongoing maintenance efforts. The greens are currently in excellent condition, and fairways continue to improve each day. The application of organic liquid fertilizers, combined with consistent heat, has stimulated rapid grass growth. Weed control efforts have been intensified, and an insect treatment has been applied to enhance root health in the fairway turf.

A second round of greens aeration is scheduled for early September, with timing subject to weather conditions and maintenance projects.

Positive word of mouth remains one of the strongest tools for promoting the course. Guests who appreciate the improvements are encouraged to share their experience with others. Constructive feedback is also welcomed to support continued enhancement of the facility.

Ongoing appreciation is extended to all members and guests for their support. Regular updates on course conditions and maintenance projects can be found on the golf course's official Facebook and Instagram pages.

SALES REPORT

	MAY 2025	JUNE 2025
Golf Rounds	2,877	2,714
Golf Fees	$70,927.04	$72,965.80
Range Tokens	$2,555.43	$2,022.52
Membership Pass	$1,490.45	$1,862.63
Food & Beverages	$7,791.72	$8,491.26
Merchandise	$4,931.31	$4,969.48
TOTAL	**$87,696.95**	**$90,311.89**

THE UPCOMING 2025/26 SEASON

RICK SPRINGFIELD

SEP 20

EVERCLEAR

OCT 11

THE ROCK ORCHESTRA

OCT 17

ABDUCTED BY THE 80S

OCT 18

VAMPIRE CIRCUS

OCT 19

HAUNTED ILLUSIONS

OCT 22

THE WALLFLOWERS

NOV 6

ELI YOUNG BAND

NOV 7

HOTEL CALIFORNIA

NOV 8

BLANK SPACE

NOV 9

ST. LUCIE COUNTY BALLET

DEC 5

CHELCIE LYNN

DEC 6

THE CELTIC ANGEL CHRISTMAS

DEC 18

THREE DOG NIGHT

DEC 20

THE NUTCRACKER

DEC 23

MORE TO COME...

THE BARRICADE BOYS

JAN 22

MEMORIES OF ELVIS

JAN 23

LOUIS ARMSTRONG

JAN 28

PHIL COLLINS EXPERIENCE

JAN 30

A1A JIMMY BUFFETT SHOW

FEB 5

CHRIS BOTTI

FEB 18

RHTHYM OF THE DANCE

FEB 20

PROUD TINA

FEB 21

BEE GEES NOW

FEB 25

TROMBONE SHORTY

FEB 28

TUSK

MAR 1

SWAN LAKE

MAR 3

GET THE LED OUT

MAR 14

WHOSE LIVE ANYWAY?

MAR 17

THE ORCHESTRA

MAR 28

JOHN DENVER TRIBUTE

MAR 31

TAPESTRY CAROLE KING TRIBUTE

APR 21

ONE NIGHT OF QUEEN

MAY 3

SCAN FOR TICKETS OR MORE INFO

WWW.SUNRISETHEATRE.COM
117 SOUTH 2ND STREET
HISTORIC DOWNTOWN FORT PIERCE

BOX OFFICE: 772.461.4775
MON-THURS: 10 AM - 2PM

★2025★ THE OFFICIAL COMMUNITY'S CHOICE AWARDS Treasure Coast

4001 OLEANDER AVE.

Construction has begun for the new Napa Auto Parts at 4001 Oleander Ave. These photos were taken during the footing/steel inspection prior to the concrete slab being poured.

3160 & 3170 OLEANDER

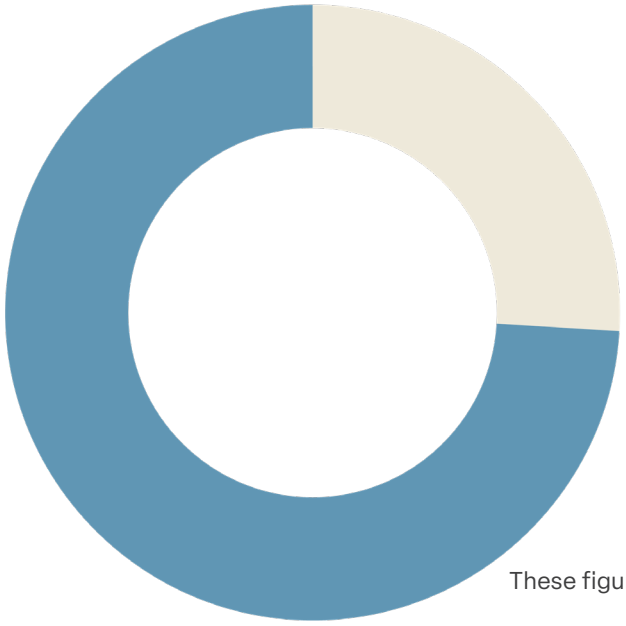
Two apartment buildings are nearing completion on Oleander Avenue just south of Edwards Road. Final inspections, along with approval from other review agencies, are the only remaining steps before the Certificates of Occupancy may be issued.

GATEWAY PLAZA UPDATE

2041 S US Hwy 1 - Rack Room Shoes is nearing completion and will likely receive a Certificate of Occupancy in the near future.

2115 S US Hwy 1 - A Certificate of Occupancy has recently been issued for Ross Dress for Less.

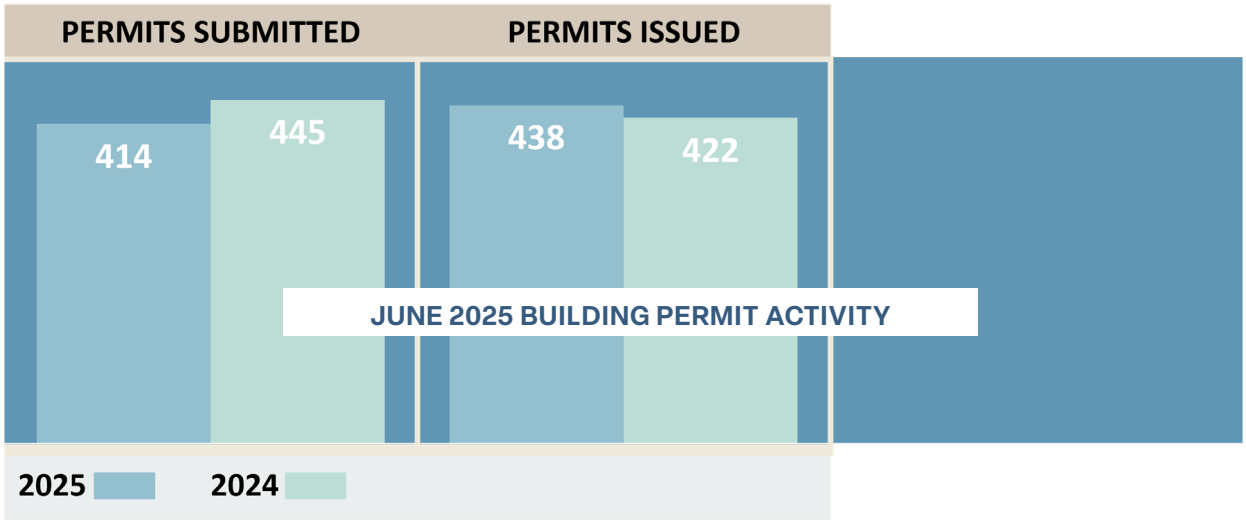
2125 S US Hwy 1 - Interior and exterior renovations are currently being performed for Harbor Freight, which will be located next to Ross.

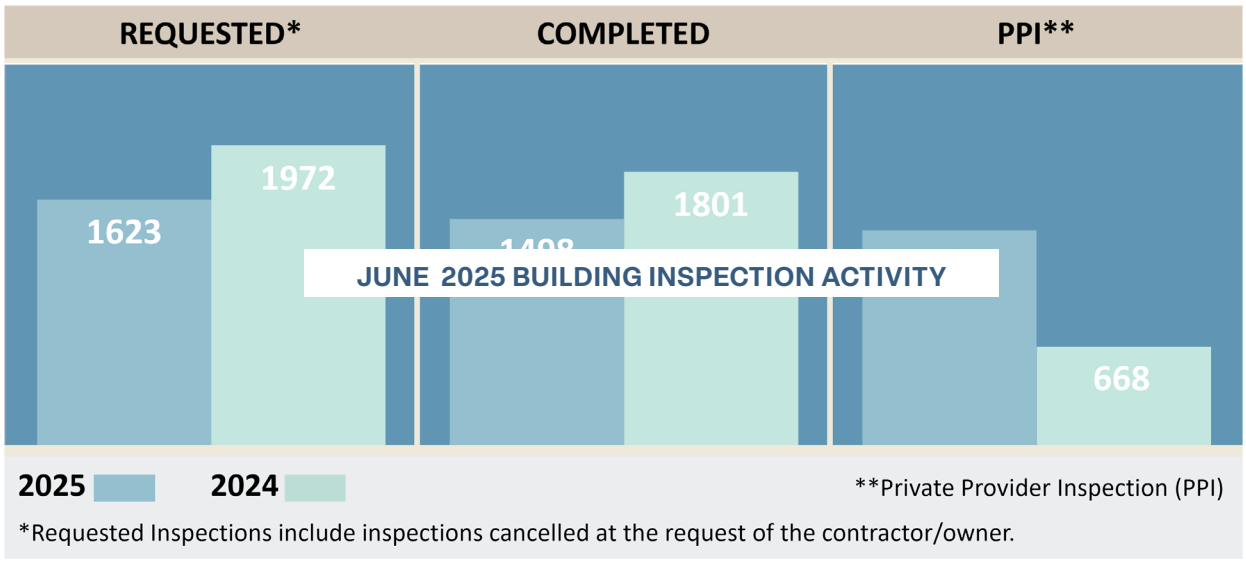


JUNE 2025 NEW CONSTRUCTION VALUES

$2,209,000	NEW COMMERCIAL PERMITS
$6,303,335	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in June 2025 for New Construction





**Private Provider Inspection (PPI)

*Requested Inspections include inspections cancelled at the request of the contractor/owner.

June 2025 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
General	-	-	-	-	2	1	1.0	17.6
Illegal Dumping	1	0	0.0	0.0	-	-	-	-
Tall Grass/Overgrown Landscaping	-	-	-	-	1	0	11.4	0.0
Pothole	-	-	-	-	1	0	1.0	0.0
Streetlight	1	1	0.7	12.4	-	-	-	-
Street Sign	-	-	-	-	2	0	1.0	0.0
Trash and Recycling	1	0	1.6	2.4	-	-	-	-
TOTALS	**3**	**1**	**0.8**	**14.8**	**6**	**1**	**2.4**	**17.6**

DTA - Days to Acknowledgement DTC - Days to Close

COMMUNITY RESPONSE
PUBLIC WORKS

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

CITY MARINA REVENUE REPORT

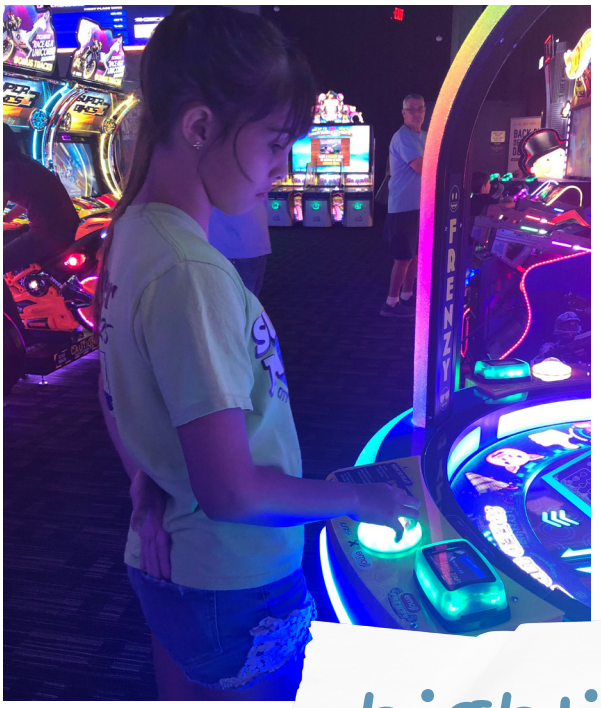
	APRIL	MAY	JUNE
Dockage Reservations	240	188	145
Monthly Dockage	$184,543.68	$180,363.46	$179,828.23
Transient Dockage	$158,305.83	$102,220.90	$54,177.85
Electricity	$12,453.78	$7,583.08	$4,084.50
Retail	$12,453.78	$21,869.40	$20,482.72
Gas Sales	$107,854.86	$82,968.45	$90,872.55
Diesel Sales	$128,428.44	$130,652.97	$88,718.66
TOTALS	**$620,804.26**	**$525,658.26**	**$438,164.51**

Leisure Services Programs Update

July was filled with exciting trips and enriching experiences for the Summer Jam 2.0 campers. The month began with energetic bus rides as the group traveled to each destination, eager for adventure. Campers spent a lively day at RAPIDS Waterpark, enjoying the sunshine, splashing with friends, and creating lasting memories.

They also visited the Skate Factory, where they honed their skating skills and celebrated personal milestones on the rink. A trip to Dave and Buster's offered opportunities for connection and fun, with campers bonding over games and sharing a meal. At the Recreation Center, Pajama Day was a standout moment, bringing joy, laughter, and a sense of comfort and community among campers and staff.

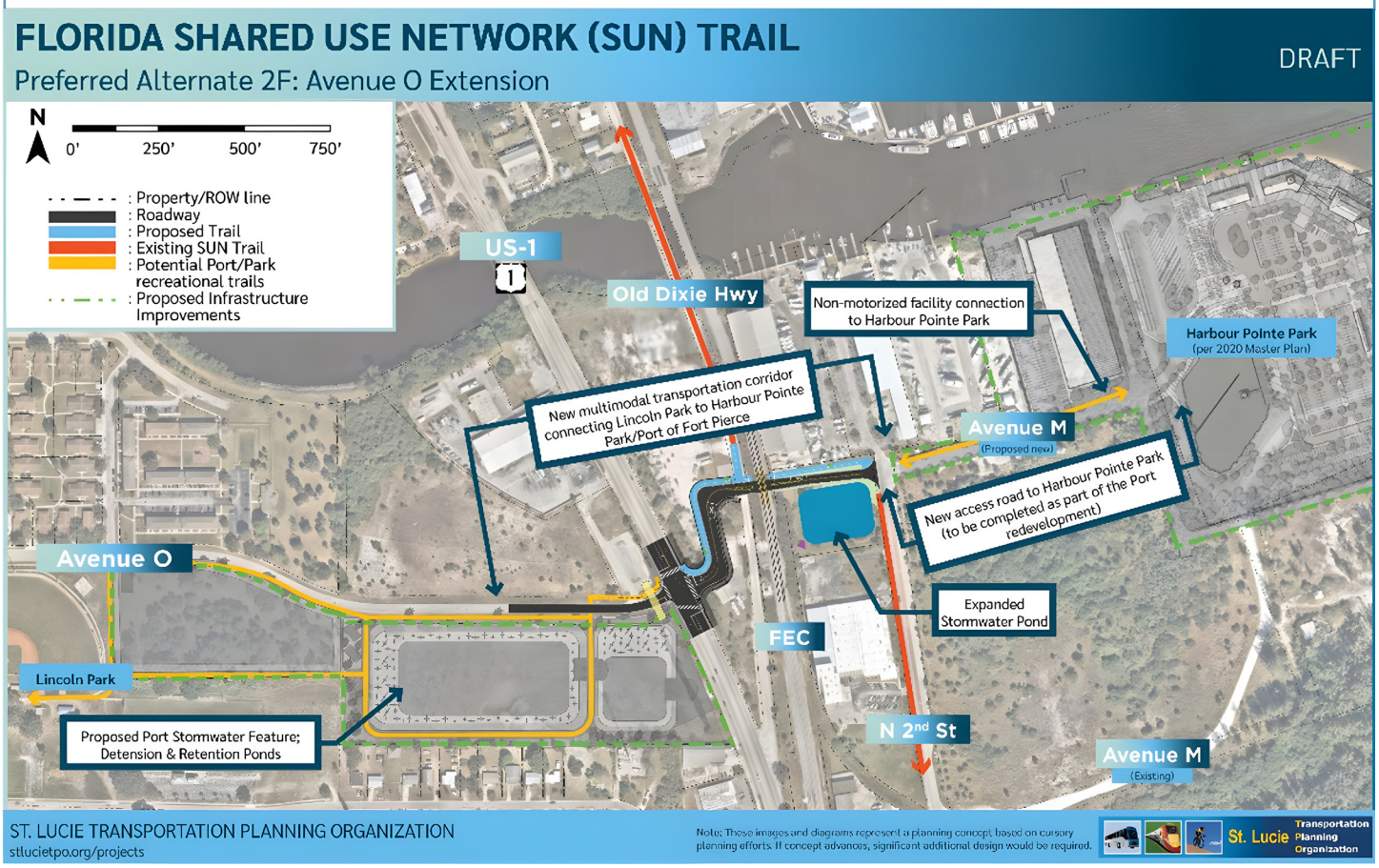
In addition to the field trips, hands-on STEM activities played a key role in the summer experience. One of the most popular projects was slime-making, allowing campers to explore scientific principles while expressing creativity through textures and colors—transforming a playful activity into an engaging educational opportunity.



highlights

SUN Trail Port Overpass

The City has been selected to serve as the Project Manager for the design and construction of this segment of the SUN Trail. Staff will begin putting together the RFP documentation in coordination with the County, TPO, and FDOT.



13th Street Phase 2 (Georgia Avenue to Orange Avenue)

The project includes roadway reconstruction with improvements to drainage, sidewalks, curbs and gutters, limited landscaping, and lighting. The use of underground utilities is preferred. The 100% design plans have been received from the consultant, and the project is currently scheduled for construction in FY 2027/2028.

Comprehensive Safety Action Plan (CSAP)

The final CSAP will be presented to the Commission for final acceptance in September 2025.

Fairway Drive Drainage Repairs

Repairs to the existing drainage system in the area of Fairway Drive, from Grandview Boulevard to Trinidad Avenue, will include the replacement of a total of 0.22 miles (1,131.10 linear feet) of main trunk line pipe, consisting of both 36-inch and 42-inch reinforced concrete pipes (RCP). The project also includes the replacement of one storm manhole, rehabilitation of nine structures (two manholes and seven catch basins), and roadway and right-of-way restoration, including curb replacement, sod installation, roadway milling and overlay, and final site restoration.

JC Penney Parking Lot

We are waiting for the final construction activity of the dumpster enclosures.

Avenue D (29th Street to US 1)

FDOT Concurrence for Award was received July 17, 2025. A Recommendation to Award was provided to Purchasing on July 21, 2025. Staff will be presenting the bid to the City Commission for award approval.

Avenue D (US 1 to Indian River Drive)

Coordination with Indian River Drive Corridor Improvement Project is necessary.

Indian River Drive Corridor Improvements Project (Seaway Drive to Avenue A)

This project involves the full reconstruction of Indian River Drive and the bridge over Moore's Creek, between Seaway Drive and Avenue A. Planned corridor improvements include on-street parking, a curb and gutter roadway section with sidewalks, decorative street lighting, utility upgrades (water, sewer, and electric), a new stormwater collection system, landscaping enhancements, ADA-compliant features, and brick paver crosswalks.

Negotiations with the lowest bidder were successful, and the revised bid was approved by the City Commission at its July 21, 2025 meeting. The Purchasing Department is expediting the construction contract with the goal of securing approval for the Mayor's signature by September.

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The FDOT LAP Agreement will be scheduled for City Commission approval in August 2025. Once approved, the project can move forward with advertisement and construction.

2025 Street Resurfacing Program

The City Commission approved the contractor award at the July 21, 2025 meeting.

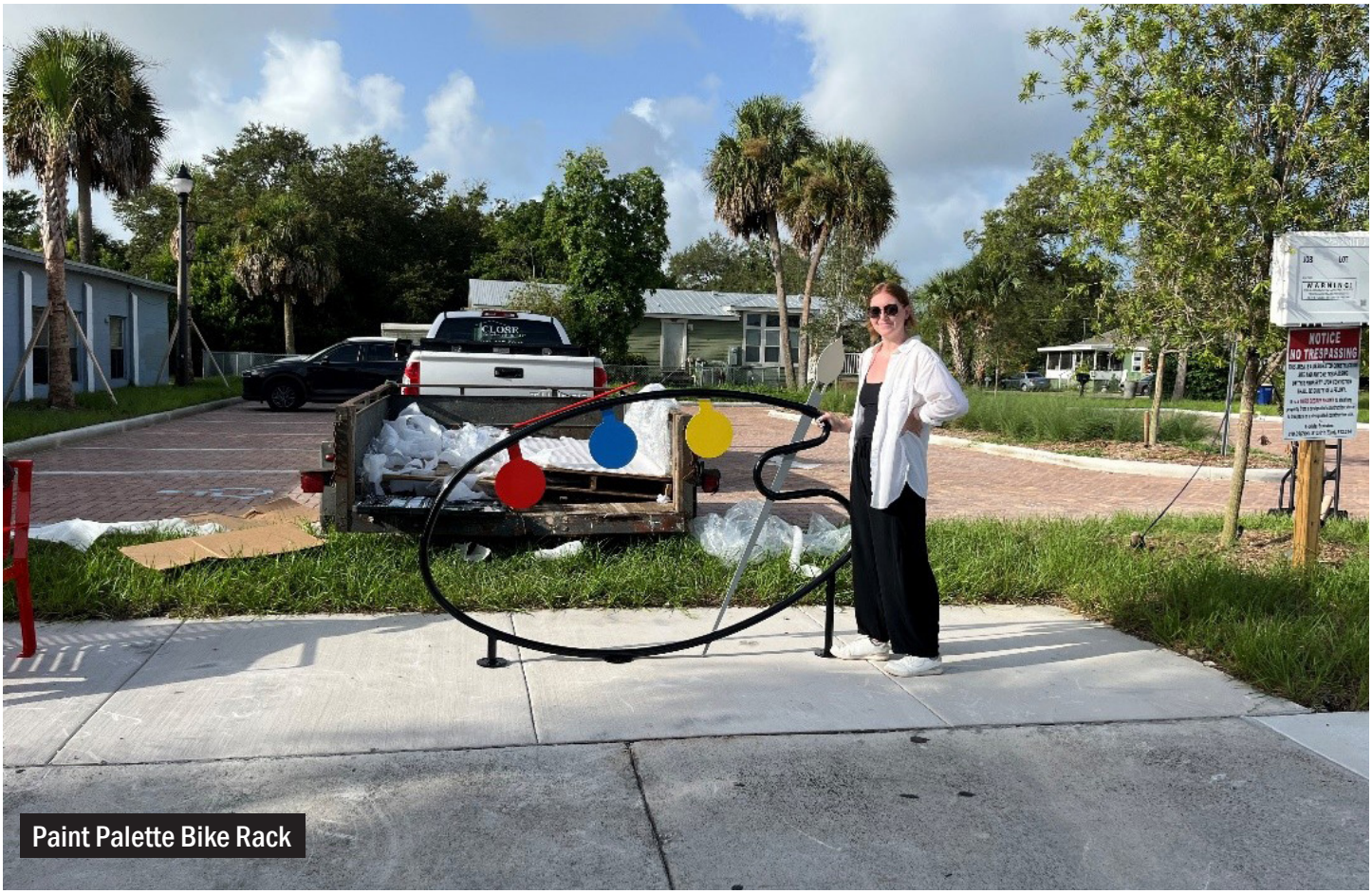
STREET	FROM	TO	LINEAR FEET
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Road	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

SUN Trail Highwayman Trail Gap (Indian Hills Drive to Georgia Avenue)

The City has received the fully executed agreements for this work. Final coordination is being completed before this project can be advertised for construction. Staff is targeting September for advertisement.

Avenue D and Means Court Public Parking Lot

Construction of the new public parking lot has been completed



Paint Palette Bike Rack

Avenue D Bench

Frances Avenue Roadway Improvements

The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments, and roadway restoration. Roadway restoration is in progress.

Avenue B (13th Street to 8th Street) Reconstruction

The City has identified remaining work items with the contractor. Waiting for AT&T to relocate utility pedestals to complete the sidewalk work.

11th Street (Boston Avenue to Orange Avenue)

This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. There is no funding identified for construction

Welcome Aboard

Thank You for Growing with Us

- **Discount Lawn Services**
- **Chalk Stripe Tailoring, LLC**
- **Elite Auto Rental Service LLC**
- **Foxy Nails and Spa**
- **Real Estate of Florida Fort Pierce**
- **Adolphe Law Group**
- **Whitty Bookkeeping**
- **Autosport Motors**
- M&M Asphalt Maintenance Inc
- Fast Fix Pro LLC
- DQTYZ Twisted Treats LLC
- G & G Motors
- Beach Bowls
- Fort Pierce Petro LLC
- Samin Ayat Investment Inc
- **Goodfellas Pizza Pasta Subs No. I INC**

River Walk Center Sales Report - June 2025

classes	park permits	special events	facilities
$2,142	$3,097	$2,350	$10,353

UPCOMING EVENTS *August*

EVERY WED		**Green Market** Marina Square	12:00 PM-6:30 PM
EVERY SAT		**Downtown Farmers Market** Marina Square	8:00 AM-12:00 PM
EVERY SAT		**Jazz Market** Marina Square	8:00 AM-1:00 PM
[FRI]	1	**Friday Fest** Marina Square	5:30 PM-8:30 PM
[SAT]	2	**Fun in the Sun Block Party** Avenue D & N. 8th Street	11:00 AM-2:00 PM
[THU]	7	**Great American Raft Race** Causeway Cove Marina	10:00 AM-12:30 PM

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."

Purchase Orders Between $10,000 to $50,000 Approved by City Manager from July 1, 2025 to July 31, 2025

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
CITY MANAGER	PRENTICE, ANITA F.	Four mosaic benches at Florida Highwaymen Museum	$12,000.00	1001111-549875 OTHER CURRENT CHRG/ART IN PUB	RESTRICTED REVENUE FUND
GIS	ESRI, INC.	ESRI Annual Renewal	$39,700.00	0012500-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
GRANTS ADMINISTRATION	KIMLEY-HORN AND ASSOCIATES, INC	KIMLEY-HORN ENVIRONMENTAL REVIEW RESIDENTIAL REHAB	$35,000.00	1039002-583100 OTHER GRANTS & AIDS/REHAB	CDBG GRANTS & AID
INFORMATION TECHNOLOGY	KASEYA US LLC	Unitrends Annual Renewal	$11,932.49	4014100-546750 REPAIR & MAINTEN/SOFTWARE	MARINA EXP
INFORMATION TECHNOLOGY	KASEYA US LLC	Datto AV and Datto EDR Annual Renewal	$13,500.00	0012500-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
INFORMATION TECHNOLOGY	FLAGLER TECHNOLOGIES LLC	Annual Renewal - Adobe Licenses	$17,048.71	4024200-546750 REPAIR & MAINTEN/SOFTWARE	SOLID WASTE EXP
INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES, INC.	Annual Maintenace - Parks & Rec, Open Finance, AS	$49,292.31	0012500-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
LEISURE SERVICES	COAST 2 COAST APPAREL, INC.	2025 Football Uniforms	$20,018.00	0014008-540020 OTHER CURRENT CHRG/YOUTH ACT	COMMUNITY CENTER
POLICE - STAFF	FEDERAL EASTERN INTERNATIONAL LLC	Safety Equipment for QRF Officers	$23,998.50	1023003-564405 EQUIPMENT & MACHINERY/OTHER	LAW ENFORCEMENT TRUST FUND
PW - DIRECTOR'S OFFICE	CRYSTAL TRACTOR, LLC	KUBOTA PURCHASE	$26,295.00	4024200-564405 EQUIPMENT & MACHINERY/OTHER	SOLID WASTE EXP
SOLID WASTE	SUPERIOR WASH	EMERGENCY SPILL CLEAN-UP BPO FY 2025	$15,000.00	4024200-549900 OTHER CURRENT CHRG/MISC EXP	SOLID WASTE EXP
SOLID WASTE	GRAINGER	MISC SOLID WASTE SHOP SUPPLIES FY 25	$25,000.00	4024200-546600 REPAIR & MAINTEN/EQUIPMENT	SOLID WASTE EXP