CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Monday, July 14, 2025 - 4:00 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CONSIDERATION OF ABSENCES**

5. **APPROVAL OF MINUTES**

   a. Minutes from the June 9, 2025 meeting

6. **NEW BUSINESS**

   a. PZANN2025-00002
   Annexation
   1903 S. 37th Street

   b. PZSITE2025-00027
   Major Site Plan Amendment
   Kings Landing
   Generally located at or near 322 North 2nd Street

   c. PZCON2025-00006
   Conditional Use with No New Construction
   House of Peace Group Living Facility
   2021 Sunrise Boulevard

d. PZCON2025-00003
Conditional Use with No New Construction
Aspatria Institute College
1404 South 28th Street

e. PZANN2025-00003
Proposed Annexation Agreement Discussion - Ashley Capital
Several parcels, including 2314-801-0006-000-1
North of Pruitt Research Road and West of Kings Highway

7. **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 Chair, as this section of the Agenda is limited to thirty minutes. The Planning Board will not be able to take any official actions under Comments from the Public. Speakers will address the Board and the Public with respect. Inappropriate language will not be tolerated.

8. **DIRECTOR'S REPORT**

9. **BOARD COMMENTS**

10. **ADJOURNMENT**

Any person seeking to appeal any decision by the Planning Board with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
Persons who require special accommodations under the Americans with Disabilities Act (ADA) should contact (772) 467-3729, at least five (5) days prior to the meeting. Persons who are hearing or speech impaired may use the Florida Relay System by dialing 711.

Planning Board - 4:00 PM **5. a.**

Meeting Date: 07/14/2025

Re: Minutes from the June 9, 2025 meeting

Submitted For: Kev Freeman, Planning Director, Planning Department

Information

SUBJECT:

Minutes from the June 9, 2025 meeting

Attachments

Planning Board Minutes 6/9/25

Form Review

Form Started By: Alicia Rosenthal Started On: 06/17/2025 04:13 PM

Final Approval Date: 06/17/2025

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, JUNE 9, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mr. Edwards entered the meeting at 2:02 PM.

Present: Ryan Collins; Nichelle Clemons; Clayton Johnson; Justine Carter; Christopher Widing; Alexander Edwards; Anton Kreisl, Chairman

Staff Present: Kev Freeman, Planning Director
Vennis Gilmore, Senior Planner
Kerry Driver, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the May 12, 2025 meeting

Motion was made by Nichelle Clemons, and seconded by Clayton Johnson to approve the minutes from the May 12, 2025 meeting with one change.

AYE: Clayton Johnson, Justine Carter, Christopher Widing, Ryan Collins, Nichelle Clemons, Chairman Anton Kreisl

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. PZFLU2025-00002
Future Land Use Map Amendment and Zoning Atlas Map Amendment - Moore's Creek Model Block Redevelopment
Parcel ID(s): 2410-604-0107-000-9, 2410-604-0112-000-7, 2410-604-0115-000-8 and 2410-601-0207-000-1

Mr. Freeman gave an overview of the applications and answered questions from the Board. He stated that in April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop a number of lots on Avenue D between 7th and 8th Street and Avenue C. Mr. Freeman stated a request for proposal (RFP) went out for affordable housing and a bidder was chosen. He said the purpose of the Future Land Use Map Amendment and rezoning is to enable properties to be classed as commercial so they can use the Live Local Act to develop. Mr. Freeman explained, that unusually, in terms of the Live Local Act application, the city, county and Fort Pierce Redevelopment agency will have overall control of what gets built. The RFP proposed a mixed-use development with a small amount of commercial space, veterans housing and apartments. He said all four parcels are in St. Lucie county ownership and are designated Residential Medium Future Land Use and have a zoning of R-4. Mr. Freeman said they are still awaiting the final site plan proposal which will need to be approved by the three parties involved. He said most of the property in the block is already designated commercial and there is a church in the middle that has been approached to become part of the solution to the development of the property.

Ms. Clemons asked what the city has in place to mandate that the developer stay within the guidelines as opposed to going to the Live Local Act. Mr. Freeman said the developer can use the Live Local Act, but they do not have control of the property. The City of Fort Pierce, St. Lucie County and the Fort Pierce Redevelopment agency will determine what gets approved on the site.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval of the small-scale future land use to the City Commission.

AYE: Justine Carter, Christopher Widing, Alexander Edwards, Ryan Collins, Nichelle Clemons, Clayton Johnson, Chairman Anton Kreisl

Passed

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward a recommendation of approval of the rezoning to the City Commission.

AYE: Christopher Widing, Alexander Edwards, Ryan Collins, Nichelle Clemons, Clayton Johnson, Justine Carter, Chairman Anton Kreisl

Passed

7. NEW BUSINESS

a. **PZANN2024-00003**
Annexation - Tall Pines
Parcel ID(s): 1433-210-0003-000-9 and 1433-310-0002-000-9

Mr. Gilmore gave an overview of the application and answered questions from the Board. He said the application is requesting the annexation of two (2) parcels into the City. The subject properties have a St. Lucie County Future Land Use Designation of RM, Residential Medium, and a St. Lucie County Zoning designation of RMH-5, Residential, Mobile Home – 5/du. The proposed Future Land Use Designation for the parcels is RL, Residential Low-Density, with a Zoning Classification of R-1, Single Family Low-Density Residential Zone. He said currently, the land is an existing 55-plus Mobile Home community. Mr. Gilmore said the current taxable value of the property is $10,607,900. He showed the Future Land Use comparison showing the maximum build-out potential with a decrease of 104 units.

Chairman Kreisl asked if a service agreement was in place with Fort Pierce Utilities Authority (FPUA). Mr. Gilmore said they currently use water/wastewater with FPUA. Chairman Kreisl said the city should focus on annexations that are more contiguous to parts of the city and to be mindful if the annexation is helping the city or making it more difficult.

Erin Lees, Applicant Representative from WGI, gave a presentation on the annexation and master planned development. She stated Tall Pines is currently an RV park and the proposal is for a 33-lot long-term recreational vehicle park and an addition of eight (8) manufactured homes. Ms. Lees said the subject site received major site plan approval in 1990 and a minor site plan revision in 1994 through St. Lucie County. She said the property abuts the city to the south and is within the FPUA service area. Ms. Lees stated the site currently consists of 214 manufactured homes, 40 unoccupied manufactured home lots, a clubhouse, and amenities on 41.38 acres. She stated access to the site is available off Bryant Road and Cherokee Avenue and access to the RV park is through a gated entrance from Bryant Road. Ms. Lees said the parking lot to the east of the entrance is proposed to be improved, as well as the addition of a pool and cabana. She said the pickleball courts and bocce courts that are currently onsite will be relocated. Ms. Lees noted there are no current code enforcement violations in St. Lucie County. She explained four meetings with the residents were held and several changes or conditions were identified. Ms. Lees highlighted the recent improvements to the property, including a new entrance sign, fishing pier, outdoor kitchen, pickleball court improvements, and clubhouse interior and pool renovations.

Ms. Lees answered questions from the Board about the unique setbacks, updated meetings with residents, and St. Lucie County zoning not allowing the requested recreational vehicle park.

Several Tall Pines residents spoke against the annexation.

Stanley Czepiel, President of Tall Pines HOA, provided a handout to the Board, and he spoke about the conditions, buffers and width of the roads being an issue for the RVs.

Mike Befalco, resident of Tall Pines, provided a handout to the Board with lots of questions from the Tall Pine residents regarding the ordinances not being followed. He asked what benefits the residents would get by being annexed into the City of Fort Pierce. Mr. Befalco also spoke about the road improvements needed and the buffer.

Peter Macomber, director of the Tall Pines HOA, said the project is impractical and is not going to fit. Mr. Macomber, a two-year resident of Tall Pines, noted all the improvements shown in the applicants' presentation haven’t been made recently and there’s nothing new. He said the project would make their life at Tall Pines miserable.

Alan Kinney, resident of Tall Pines, voiced his concerns about the quality of the Fort Pierce Police department and the police department not being able to handle a new piece of property.

Nancy Wall, resident of Tall Pines, provided handouts to the Board, and stated she does not believe the city would want to partner with the owner of Tall Pines because of disrepair. She provided several examples in a handout to the Board.

Karen Ellsword, resident of Tall Pines, said the entrance to the park via Seneca Road is very busy and not wide enough for construction work trucks and big vehicles.

Christie Wicks, president of the social club at Tall Pines, said the area where the eight (8) mobile homes are going to be placed has been a dumping ground for past hurricanes and everything that was placed underground is rotting. Ms. Wicks said there is a problem with back taxes, and the owners of the mobile home park are putting it on the residents.

Dan Terroni, resident of Tall Pines, stated he was concerned about the impact on law enforcement since the Fort Pierce Police department is understaffed and stressed. He said the police department projected an additional 2.9 officers would need to be hired to satisfy the needs of the annexation, which would create eben more stress for the police department.

Chris Konow, resident of Tall Pines, said he is a second-generation resident of Tall Pines. He said the RV park is the biggest issue for most of the residents.

Sue Davidson, resident of Tall Pines, said the ground is sinking where an additional eight (8) homes are proposed to be built. She also said the roads would not be able to handle the wear and tear of the garbage trucks for individual trash pick-up.

Helen Rychlicki, a second-generation resident of Tall Pines, stated she does not want the noise from the RV park. She said it was stated that the entrance to the proposed RVs is from the west gate, which enters into the park where many residents live.

Sharon Minster, resident of Tall Pines, stated the pickle ball court has not been repaired and there are holes in the parking lot that the owner refuses to fix, and the owners won't listen to the residents.

Michael Guay, a resident of Tall Pines, said he has mentioned to the workers that settling around a storm hole means there is a leak underground and the ground is washing away. Mr. Guay said it has been like that for three years and is getting worse. He stated that half the lounge chairs by the swimming pool have been in a storage closet and half of the tables and chairs have been removed. Mr. Guay said locks have been put on the grills so they cannot be used at their leisure. He noted the planning is very poor, and Inspire didn't follow the county rules, so why would they follow the city rules. Mr. Guay concluded by saying they would bring big dollars to the city and big problems.

Susan Dulick, a resident of Tall Pines, provided the Board with a handout of the repairs done on the roads. She stated the water quality is bad and brown. Ms. Dulick said there is a lot of work that needs to be done, and she wouldn't want to give them anymore work because they can't take care of the current community.

Janis Scales, a resident of Tall Pines, said the only place to walk the dogs is at the back of the park where the RV park is proposed. There will be no place to walk the dogs except on the roads. She also said she has waterfront property now because of the way the streets were fixed.

Brian Nolan, a resident of Tall Pines, said he thought he was moving into a neighborhood, and Inspire wants to turn it into a resort. He said they have been waiting for the front gate for a while and the sign advertising the property on US Highway 1 has become an eyesore, and it doesn't reflect who they are as a neighborhood. Mr. Nolan said there are a lot of empty promises and future headaches. He noted that because of the ground sinking, residents are not allowed to walk in the area where the eight (8) mobile homes are planned to be built.

Erin Lees, applicant, stated the St. Lucie County Future Land Use allows for nine dwelling units per acre, and they could rezone to 369 units in the development. By annexing into the City of Fort Pierce, they are allowed 6.5 units per acre. She stated there were no Code Enforcement issues as of three weeks ago. Ms. Lees said the RV storage area will be turned into an RV park with a minimum stay of three (3) months with an average stay of six (6) –12 months. She said $64,000 has been allocated for improvements to streetlights, the clubhouse, pool and pool bathrooms to meet the needs of the residents based on past meetings and HOA meetings. Ms. Lees said the eight (8) units being built will need to meet the code and be fully permitted and any issues with uneven ground or something underground being rotted will be addressed at that time.

Ms. Lees answered questions from Mr. Widing about the current number of units at Tall Pines, how long the current developer has been in place, the number of parcels being annexed and if the HOA has been turned over to the residents.

Chair Kreisl stated the discussion was not too far removed from what was heard at the December 2024 Planning Board meeting where the residents were not in favor of the annexation. Further consideration was given to the developer and residents to address the problems. He said he is hearing the same complaints and nothing has been addressed. Chairman Kreisl said the Board needs to make the best decision for the city and there is not enough for the city to potentially gain.

Mr. Collins asked if there was a projection on tax revenues the city would receive if the property was annexed. He also wanted to know the estimated cost of maintaining the roads. Mr. Collins said looking at this investment, it doesn't seem like a good deal for the city.

Mr. Freeman said at the Technical Review Committee meeting the county advised the city to take ownership of the roadways, most likely because the county does not want to pay for maintenance of the streets in the future. He said staff had not received any projections on future tax revenue. If the city moves forward with the annexation, or an FPUA agreement, a list of roads will have to be maintained and at the moment the city is not equipped to maintain the roads. Mr. Freeman said he would like to see a cost benefit analysis from the applicant to show how the annexation would offset the cost of providing police and road maintenance.

Ms. Carter said the Board is at the same place as they were in December 2024, and the developer has not had meetings with the residents. She said it doesn't make sense with all the outstanding issues to give a positive recommendation.

Ms. Clemons said the city would be taking on a lot more burden as far as the cost is concerned and the city will not get that back in return for taxes. She said she was not feeling comfortable with what had been presented.

Mr. Edwards agreed that the Board has been hearing the same issues since the December 2024 Planning Board meeting and the Board tried to give the applicant a chance to correct the issues. The HOA and developer don't seem to be on the same page.

Mr. Widing said he was extremely uncomfortable, and he was hoping the developer was new, instead of having four (4) years to make improvements. He asked if there was any benefit to the city.

Motion was made by Nichelle Clemons, and seconded by Ryan Collins to forward a recommendation of disapproval of the annexation to the City Commission.

AYE: Alexander Edwards, Christopher Widing, Clayton Johnson, Justine Carter, Ryan Collins, Chairman Anton Kreisl, Nichelle Clemons

Passed

b. **PD2024-00005**
Master Plan Development - Tall Pines
Parcel ID(s): 1433-210-0003-000-9 and 1433-310-0002-000-9

Item 7b was not presented because item 7a, Annexation of Tall Pines, was unanimously denied by the Planning Board.

c. **PD2024-00009**
Final Planned Development- Symphony Lakes Planned Development
4300 Selvitz Road
Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

Mr. Freeman gave an overview of the application and answered questions from the Board. The proposed Pod 1 Final Planned Development site plan is consistent with the Master Site Plan. Pod 1 is approximately 88 acres, and the plan proposes 286 single-family residential units, which generates approximately 3.2 gross dwelling units per acre. The Master Site Plan requires a minimum of 20% Open Space in Pod 1. This Final PD Plan proposes a total of 37.9 acres, or 43% of Pod 1 as Open Space.

Mr. Freeman said the Master Plan Development was approved on June 3, 2024. He said the main access to POD 1 will be on Selvitz Road and the emergency access will be on Christensen Road. Mr. Freeman said the landscape plan includes most roadways, with one side of the roadway incorporated with street trees and other side a sidewalk. There is a conservation easement which incorporates 3.8 acres and will be retained. The buffers have their own unique design. There is a raised berm with shrubs, understory plantings and trees incorporated into the boundaries to give a better visual shield. Staff requested a lot of attention to Christensen Road, which is where the proposed development interacts with

existing residential areas to the east. There are a number of lakes included throughout the site, along with a recreational tract. Staff encouraged that density be achieved with the landscape buffers. Staff encouraged berms with raised trees on both sides of the berm, understory trees and an unimpaired view.

Mr. Freeman showed the traffic generation and stated the number of daily trips is quite high for the location and that is being accessed by the county at the moment.

Mr. Freeman provided two recommendations to the Board based off of items that needed to be resolved.

Ms. Clemons and Mr. Widing expressed concerns about not knowing what the developer was going to do because of many open items.

Leah Heinzelmann, Applicant Representative from Cotleur and Hearing, stated the PD for Symphony Lakes was approved by the City Commissioner on June 3, 2024. She showed the construction period for each of the phases with Phase 1 - single family, Phase 2 - storage, Phase 3 - light industrial and Phase 4 - multifamily. Ms. Heinzelmann said Phase 1 is 88 acres with an 8- foot right-of-way that will have canopy growth over the years. She noted Phase 1 will have five lakes, an amenity and recreational center, architectural elements and landscape features on the homes and a lush canopy for shade. Ms. Heinzelmann said the streets will be 20 feet wide and have a 50-foot right-of-way. She stated the entryway on Christensen Road has been removed, and the berm is heavily buffered with a 55-foot FPL easement. Ms. Heinzelmann said the bus stop location would be before the gate, and before it turns out to Selvitz Road. Seating will be provided at the bus stop along with parking for the drop-off and pickup of the students. She explained the off-site improvements on Selvitz Road will receive the review results in three weeks and the development agreement has been updated.

Mr. Freeman said he was asking for confirmation from the school district on the bus stop location, and he was asking the applicant to show the approved bus stop location on the site plan.

Tyson Waters, Attorney and Applicant Representative, stated the applicant had agreed and accepted the conditions, and they are waiting for the confirmation from the other review agencies to move forward.

Chairman Kreisl asked about the northern property line buffer. He asked how comfortable the applicant is with the heavy industrial use impacting the northern residences. Ms. Heinzelmann said there is an 85-foot canal between the existing use and the residences, along with a 25-foot buffer. The residences are 25 feet from the roadway along with a buffer.

Ms. Carter asked about noise and smell concerns from the wastewater treatment plant to the west, and she asked about a clubhouse, dog park and recreation center in Phase 1. Ms. Heinzelmann said the design and vision for Symphony Lakes started in 2005, before other projects on Selvitiz Road came up. She said the clubhouse, pedestrian pathways and existing conservation area will be coming at a later date.

Mr. Johnson asked about a buffer on Devine Road. Mr. Freeman noted at the original Planned Development hearing, there was a large representation of the residences on Christensen Road. The access on Christensen Road is only for emergency access and there are buffers around the site to Devine Road.

Mr. Freeman informed the Board that the city has received a site plan application for Precast and there have been discussions on the landscape buffer and repositioning of the major

activities to the west to move away from the numerous complaints from the property owners at other developments. Mr. Freeman explained that city staff had requested a berm and a variety of landscaping and variations of heights to create a visual buffer. The applicant showed this in their presentation, and they also showed the roadway improvements on Selvitz Road. He noted that city staff have no involvement with the roadway and that is included in the development agreement. He highlighted that the county has different response timelines, and it is very difficult to get the alignments in place.

Ms. Carter expressed concerns about rushing the project through and setting a precedent. Mr. Freeman assured that was not the staff's intent, and it is rare that this happens.

Mr. Waters said they have addressed conditions and comments, and they are currently waiting on other agencies, which they have no control over.

Shaun MacKenzie, from MacKenzie Engineering, stated the county requires a standardized methodology and two revisions have been sent to the county with quite a bit of roadway improvements and turn lanes into the site. He noted that each additional phase will be evaluated separately.

Mr. Freeman stated that items A and B of the recommendations go together. He said the traffic impact analysis determines the roadway improvements to Selvitz, which is a county roadway. The buffer to Christensen Road was defined on the landscape plan.

Mr. Widing asked about the bus stop, parent parking, shelter and turn around. Ms. Clemons asked for a bench for the students with a cover overhead.

The Board expressed concerns about the checkboxes from the reviewing external agencies not getting checked off and having safeguards in place.

Mr. Waters said if the external agencies change approvals, and the plans change, the site plan for Pod 1 will have to come back to the Planning Board and every subsequent phase has to be approved by the Planning Board.

Motion was made by Ryan Collins, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission with the following outstanding issues being met prior to the presentation to City Commission:

A. An approval from St. Lucie County of the Traffic Impact Analysis.
B. All required Roadway improvements to Selvitz, outside of the project boundaries, are defined and accounted.
C. A buffer/wall to Christensen Rd is defined.
D. If required by the School District, an acceptably designed and located school bus stop and shelter with parking for pick-up and drop-off notated on the site plan.
E. Solid Waste service is agreed with the City’s Public Works Department.
F. The requirements of the City’s Engineering Department have been met.

together with the following Conditions added to the Development Agreement

1. All required Roadway improvements (including sidewalks) shall be completed and approved prior to issuance of first certificate of completion for a dwelling in Pod 1.
2. All conditions of the ‘Conceptual’ Symphony Lakes PD have been met.
3. A Plat shall be required prior to the application for building permits in respect of vertical construction.
4. 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.

5. 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.
6. 6. All required ROW dedication in respect of Selvitz RD shall be completed and approved prior to issuance of first certificate of completion for a dwelling in Pod 1.

AYE: Nichelle Clemons, Clayton Johnson, Justine Carter, Alexander Edwards, Ryan Collins, Chairman Anton Kreisl

NAY: Christopher Widing

Passed

d. **23-07000006**
Site Plan and Conditional Use - Okeechobee Road Flex Space
Parcel ID(s): 2419-122-0001-040-6 and 2419-122-0001-050-9

Ms. Driver gave an overview of the application. She stated the applicant proposes to develop flex space for wholesale trade and warehouse freight on 3.57 acres of land. The property is in the C-3, General Commercial zoning district and has a future land use designation of GC, General Commercial. Ms. Driver showed the site plan, landscape plan and elevation details and reviewed the site plan details. Ms. Driver said building A is around 22,000 square feet and building B is around 15,000 square feet. The proposed building height is 30 feet, open space is 31%, and the setbacks, parking and trees planted exceed the requirements.

Ms. Clemons asked if there had been talk of flooding in the area. Chairman Kreisl asked if there is any on-site drainage retention. Mr. Johnson asked if there was a wall or buffer that buts up to the apartments.

Brendan Kelley, Applicant Representative, from Bowman Consulting, said the infrastructure had been neglected. He said they have shared access to the adjacent commercial plaza. The two buildings will have two access points. There is a small detention area to the north for stormwater. They will be providing 31% open space, landscape buffers, easements, extra parking, and two (2) ADA parking stalls for each building. The rear building will have roll-up doors with pedestrian access.

Chairman Kreisl said the color palette mutes the architectural elements of the buildings. He said he would like to see other options for the color palette since Okeechobee Road is the entranceway into the city.

Chairman Kreisl asked about the type of landscape buffer to the north. Mr. Kelley said there is a planted buffer and a fence. Ms. Clemons said she wants to see a wall instead of a fence on the side of the apartments. Mr. Kelley said the wall would take up more of the landscape buffer and there are underground utilities. Board discussion ensued on the type of buffer between the back building and the Portofino Landings apartments to the north.

Motion was made by Clayton Johnson, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following nine (9) conditions:

1. A Unity of Title with the St. Lucie County Clerk of Courts and Parcel Combinations with the St. Lucie County Property Appraiser is required prior to submitting building permits.
2. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for each proposed building shall be submitted to the Planning Dept. prior to any land clearing or development permits.

3. A notarized Landscape Maintenance Agreement is required prior to the issuance of the Certificate of Occupancy.
4. An updated Environmental Report will be required prior to any earth-moving activities.
5. Prior to Development Permit Compliance Review approval, provision of St. Lucie County Fire District documentation that existing fire connection is not needed.
6. The applicant shall donate property to the Department (FDOT) if right-of-way dedication is required to implement the improvements.
7. Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an acces permit.
8. The applicant shall investigate a buffer along the boundary of the residents to the north that provides a visual area in addition to a minimum 6-foot fence.
9. The applicant should provide different color palette options for the buildings.

AYE: Clayton Johnson, Justine Carter, Christopher Widing, Alexander Edwards, Ryan Collins, Nichelle Clemons, Chairman Anton Kreisl

Passed

8. COMMENTS FROM THE PUBLIC

There were no comments from the public.

9. DIRECTOR'S REPORT

Mr. Freeman stated he has been in discussions with the City Manager and external consultants on how to deal with the annexations.

Mr. Freeman said he has an upcoming meeting with the Treasure Coast Regional Planning Council to discuss the Evaluation and Appraisal Report (EAR) and Comprehensive Plan.

10. BOARD COMMENTS

None

11. ADJOURNMENT

CITY OF FORT PIERCE

PLANNING BOARD

JUNE 9, 2025

MOORE'S CREEK
FUTURE LAND USE AND ZONING AMENDMENT

APPLICATION

Future Land Use Map Amendment and Zoning reclassification

APPLICANT

City of Fort Pierce

ADDRESS

East side of N 8th Street and north of Avenue C

PARCEL ID(s) #:

2410-604-0107-000-9,
2410-604-0112-000-7,
2410-604-0115-000-8,
&
2410-601-0207-000-1.

SUMMARY

In April 2023, the City of Fort Pierce, Fort Pierce Redevelopment Agency (FPRA), and St. Lucie County entered into an interlocal agreement to collaboratively develop the Avenue D Model Block. This agreement defines the responsibilities and processes involved in the redevelopment of the property located at Avenue D and 7th Street, which includes parcels owned by the City of Fort Pierce, FPRA, and St. Lucie County.

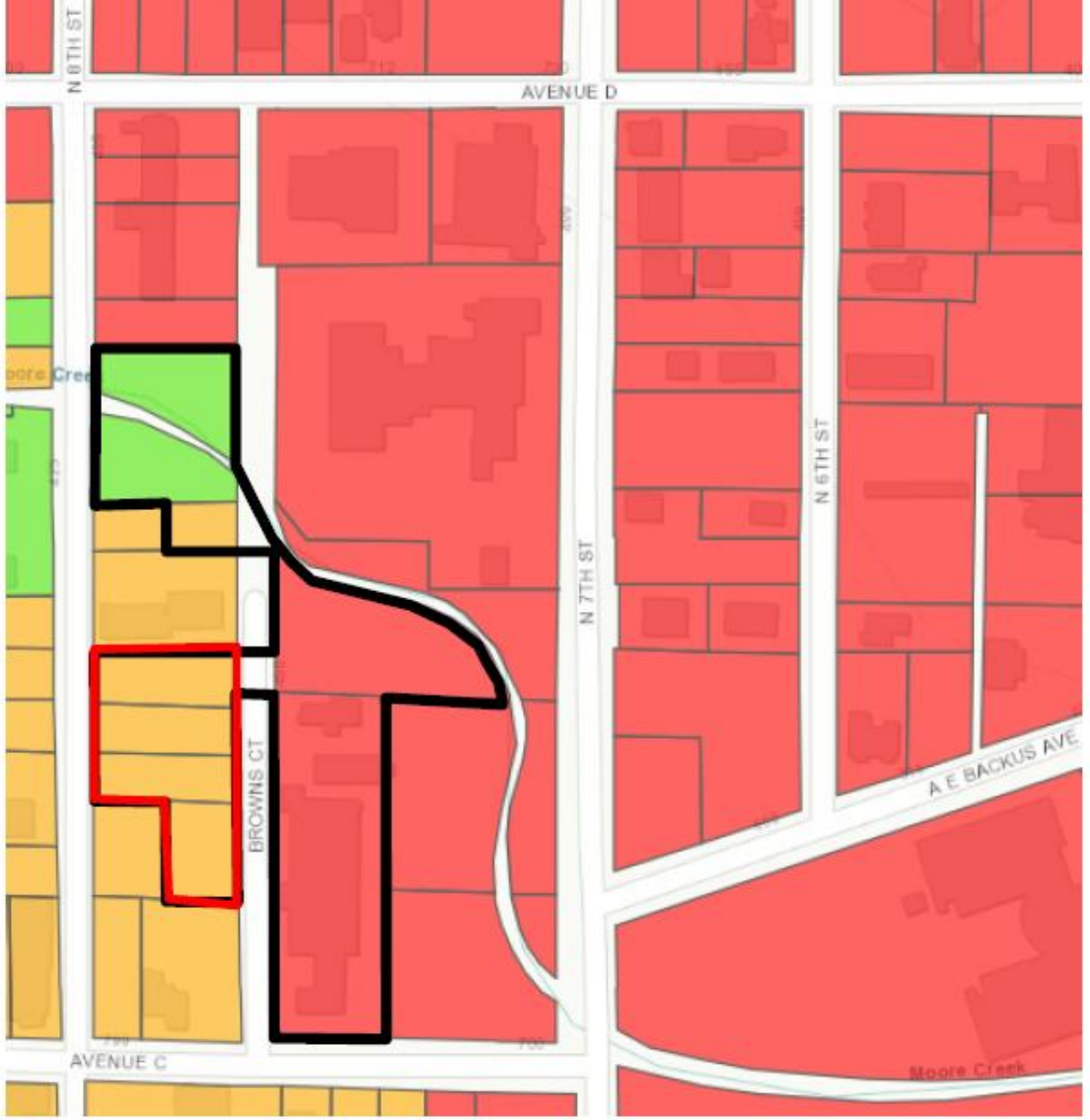
Part of that responsibility is to deliver a site which is suitable for redevelopment.

SITE LOCATION

	Parcel ID	Legal	Zoning	FLU	Area
1	2410-604-0107-000-9	BENJ HOGG`S ADDN. BLK F E 1/2 OF LOTS 10 AND 13 (MAP 24/10D)(OR 718-1285)	R-4	RM	0.18
2	2410-604-0112-000-7	BENJ HOGG`S ADDN. BLK F LOT 14 (MAP 24/10D)(OR 718-1282)	R-4	RM	0.17
3	2410-604-0115-000-8	BENJ HOGG`S ADDN. BLK F LOT 17 (MAP 24/10D) (OR 749-2860)	R-4	RM	0.18
4	2410-601-0207-000-1	FEE AND MAY`S RE-S/D BLK N LOT 11 (MAP 24/10C) (OR 837-1818)	R-4	RM	0.17

PHAS

EXISTING ZONING



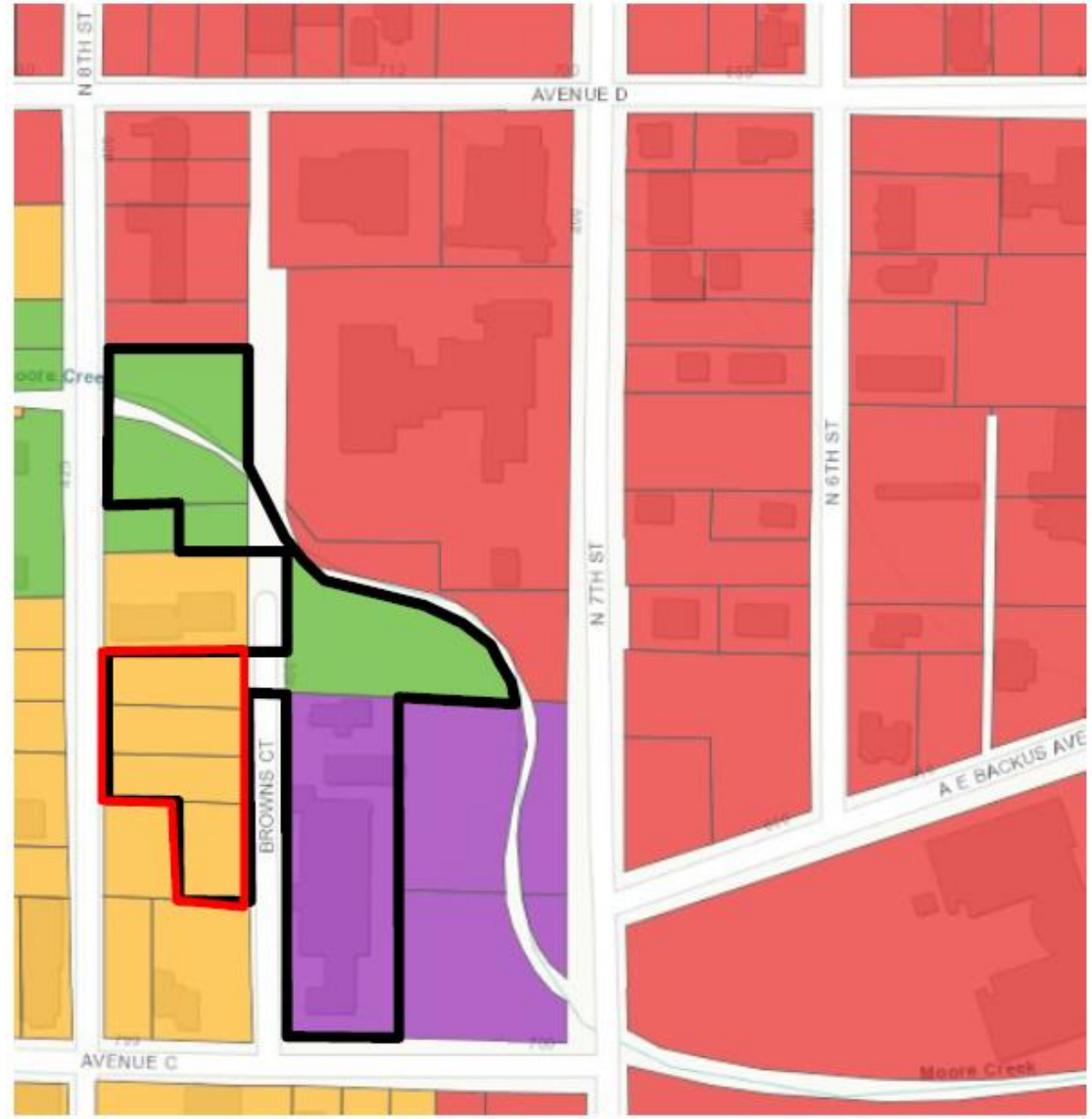
OS-1, General and Recreational Open Space

R-4, Medium Density Residential

C-3, General Commercial

N

EXISTING FLU



COS, Conservation & Open Space

RM, Medium Density Residential

INST, Institutional

GC, General Commercial

N

RECOMMENDATION

Staff recommend that the Planning Board move the proposed Small-Scale Amendment of the Future Land Use Map and Rezoning to the City Commission with a recommendation of **APPROVAL**.

ALTERNATIVE RECOMMENDATION

Approval with amendments
or
Disapproval

Tall Pines Annexing
COVER PAGE

OVERWHELMING amount of Tall Pines residents are against it.

Not in City of Ft Pierce's interest either. Inspire communities not a business friend.

Inspire has been in business 13 years with numerous MH and RV Resorts their BBB RATING is an F. An F in BBB means you are on the lowest rating, 13 ratings down.

Apollo Global Management (Inspires Parent) has been in business 34 years, BBB RATED F

Inspire has sued goverments for municipal upgrade agreements in the past. ($659K)

CITY OF FORT PIERCE OBJECTIVES in current June 9, 2025 document.

Page 5: "property COULD create new source of ad-valorem tax revenue." Or be a drain

Page 5: "Stormwater rentention, landscaping, drainage requirements "before permits"

Page 5: City of FT PIERCE OBJECTIVE 1.11 Annex to provide FPUA to promote efficiency of public service and economic vitality of the city.

Page 5: "1. Ability of the city to provide public services at an equal level or BETTER than that available from current service providers." (How is the city going to do that?) Trash, electric, water, sewer, street drainage, lighting of streets internal and access.

Page 6: Zoning issues, second paragraph is WRONG according to actual zone designations

WHY WOULD ANY RESIDENT APPROVE THIS? IT WILL COST US MORE FOR LESS.
WE ARE A LOW TO VERY LOW INCOME STATUS WITH MANY PEOPLE WHO ARE DISABLED

City of FTP engineering condition of approval is a 10' landscape buffer on SOUTHERN PROPERTY LINE. That is a permanent easment by FTP water district (1967). With the proposed 16' road on southern property line it is not feasable unless road is even narrower. 16' is already smaller than City of Ft Pierce ordinances.

WGI survey stated NO Recreational amenities on Ft Pierce document will be removed. But Blueprint Architect plans show they are removing 50% of Bocce/Petanque courts.

Pool occupancy is 22 (two signs and Rules & regulation document) There is ONE sign that states 27. If they build another pool of same size it will be also "27" occupancy. Total of 54. 33 RV/Trailer sites could be 66 extra people or more. So they can fill both pools and the decades old residents of Tall Pines can't use them? Same goes with all other amenities. Share (overcrowed already) clubouse, share laundry room, share pool(s), share the TWO outside grills, share pool tables, share the 50% reduced Bocce courts Share the ONE pickle ball court, share the shuffleboard courts, share small kitchen?

Author: Mike Bifalco (Resident) & Residents of Tall Pines

FT PIERCE ANNEXING QUESTIONS FROM TALL PINE RESIDENTS

Ft Pierce City Ordinances

Sec: 125-246
"2" (b) All Fort Pierce Roads Shall be 30' Wide. Streets in Tall Pine are 20' wide. The RV entrance roads are also 21'-23' max.
What are the cities plans?

18' 9" min

Sec: 125-246
"2" (c) Walkways, not less than 4' in width SHALL be provided from each MH space to service buildings & along one side of each street. We currently have no walkways.
What does the city have planned to rectify this?

Sec: 125-246
"6" (b) City Of FT Pierce states individual trash collection if site has individual electric and water meters. We do. But our roads are not strong enough or wide enough to accommodate trucks.
What trash and bulk pickup plans does the city have for us?

Sec: 125-246
"6" (c) City of FTP requires Flytight, Watertight, Rodent Proof containers which shall not be more that 200' from ANY mobile home space
Are we going to have individual pick-up or dumpsters all over park?

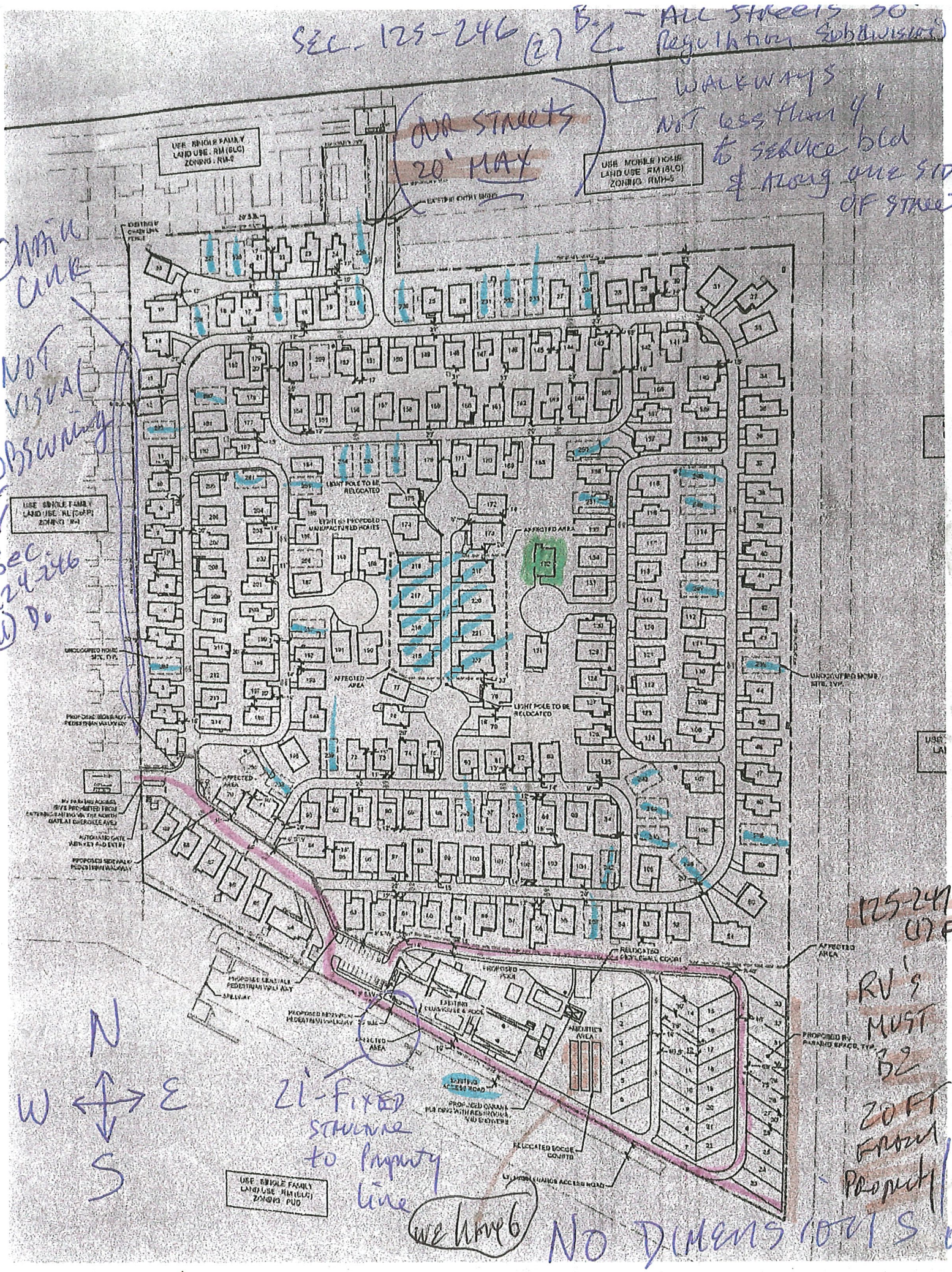
Sec: 125-246
"11" (a) City of Ft Pierce ordinance states, "A centralized storage area for boats , campers, camping trailers SHALL be provided in each mobile home park. MINIMUM of 160sqf per every mobile home and shall be enclosed by a site obstruction fence." Our current storage is in the proposed RV assigned area. Inspires Lawyer said in a certified letter to neighbors it is going away.
City Ordinance states shall be provided, we have it now, can it be taken away?

Sec: 125-246
"11" (b) General Use recreation WILL be provided which is SUITABLE for recreational uses and which are adequately equipped and restricted to recreational uses. FTP states 200sqf minimum per mobile home shall be provided. Open Area? Inspire blueprint of plans does not show any open space.
I assume the City of Ft Pierce will make sure this open space is available to residents?

Sec: 125-246
"11" (d) Suitable site obscuring fences, walls, evergreen hedges and/or berms shall surround mobile home park in order to visually separate the park from adjoining properties. Except at an exit or entrance. We only have a small chain link fence separating adjoining property from mobile home park. (West Erie)
Will FTP put or require Inspire to put visually obscuring barrier to separate park?

Sec: 125-247
"2" (c) No access drive (Seneca, Niagra roads) will be less than 30' if for two way traffic. Those roads are narrow and no sidewalk. MANY children including a sign that states deaf child.
Is the City of FTP going to widen or will the County of Port St. Lucie do it?

Sec: 125-247
"3" (a) There will be 1 shower or bathtub for each sex, for each 5 recreational vehicles or fraction thereof. 33 recreational vehicles means 7 lavatories (toilets)and 7 showers for women men should also get 7 showers, 3 toilets and 3 urinals that must be no farther than 200' from each RV space per sex.


SEC. 125-246 (2) B. C. – ALL STREETS 30' Regulation Subdivision
WALKWAYS Not less than 4' to service bldg & along one SID OF STREET
OUR STREETS 20' MAX
Chain Link
NOT VISUAL OBSTRUCTION
SEC 124-246 (W) D.
USE: SINGLE FAMILY LAND USE: RM (6LC) ZONING: RM-6
USE: MOBILE HOME LAND USE: RM (6LC) ZONING: RM-6
USE: SINGLE FAMILY LAND USE: RL (CoPP) ZONING: RM
USE: SINGLE FAMILY LAND USE: RM (6LC) ZONING: PUD
EXISTING ENTRY SIGNS
EXISTING CHAIN LINK FENCE
LIGHT POLE TO BE RELOCATED
EXISTING PROPOSED MANUFACTURED HOMES
AFFECTED AREA
UNOCCUPIED HOME SITE, TYP.
PROPOSED SIDEWALK/ PEDESTRIAN WALKWAY
AUTOMATED GATE W/ KEY PAD ENTRY
EXISTING CLUBHOUSE & POOL
PROPOSED POOL
RELOCATED POOL/SPA/ DECK
AMENITIES AREA
PROPOSED RV PARKING SPACES, TYP.
EXISTING ACCESS ROAD
RELOCATED DOGGIE CONCRETE
125-247 (2) F
RV's MUST BE 20 FT FROM Property
Zi-FIXED STRUCTURE to Property Line
We have 6
NO DIMENSIONS
N
W
E
S

Trash

If compliant with Ft. Pierce regulations re: trash pick-up at individual homes, can our roads that were "improved" in 2024 look like they can handle the wear and tear of garbage trucks?

poor drainage after repairs done in 2024

re
munities™

Do our current NEW homes look like this or construction trailers?

FUTURE

Tall Pines | Inspire Communities
inspirecommunities.com/communities/tall-pines/
South Carolina Educ... Imported From Edge SC Works Online Se... Fantasy Football: Pil... Merrill Edge - Sum... Seymour Auctions I... Adobe Acrobat All Bookm

DOWNLOADABLE RESOURCES

Community Site Map >

Active Adult Living in Florida's "Sunrise City"

Tall Pines is a peaceful and inviting Active Adult (55+) residential enclave located in the charming city of Fort Pierce, Florida. Nestled amidst lush greenery and beautiful palm trees, this community offers a serene and comfortable atmosphere for its residents. With its well-maintained streets, scenic surroundings, and a strong sense of community, Tall Pines provides an ideal place to call home at an affordable price.

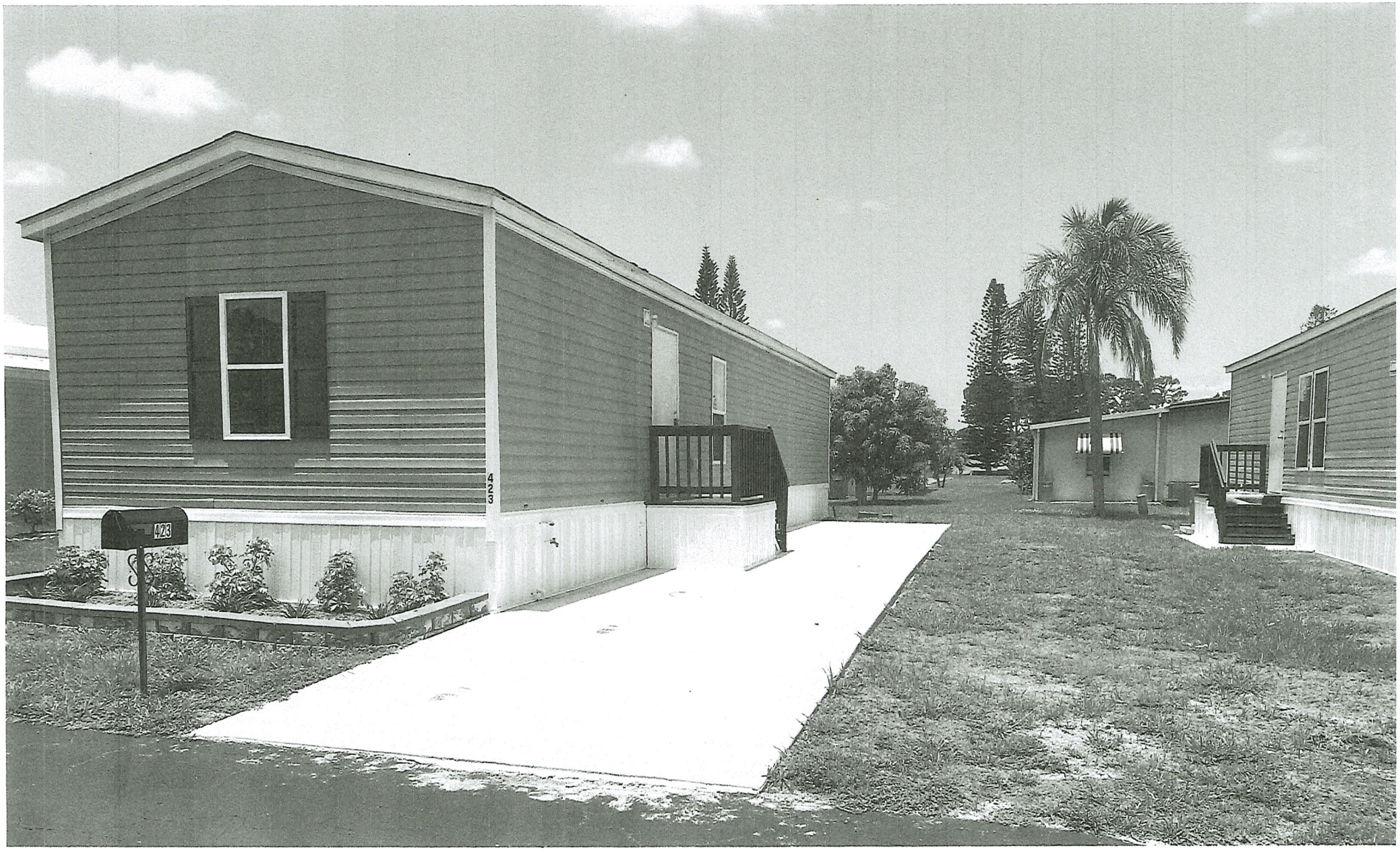
The community features a variety of modern and well-designed manufactured homes, catering to a range of needs and preferences. Tall Pines offers a selection of floor plans to accommodate different lifestyles. These homes bear no resemblance to the outdated mobile homes of the past, showcasing contemporary designs, comfortable interiors, and quality finishes, ensuring a warm and inviting living environment.

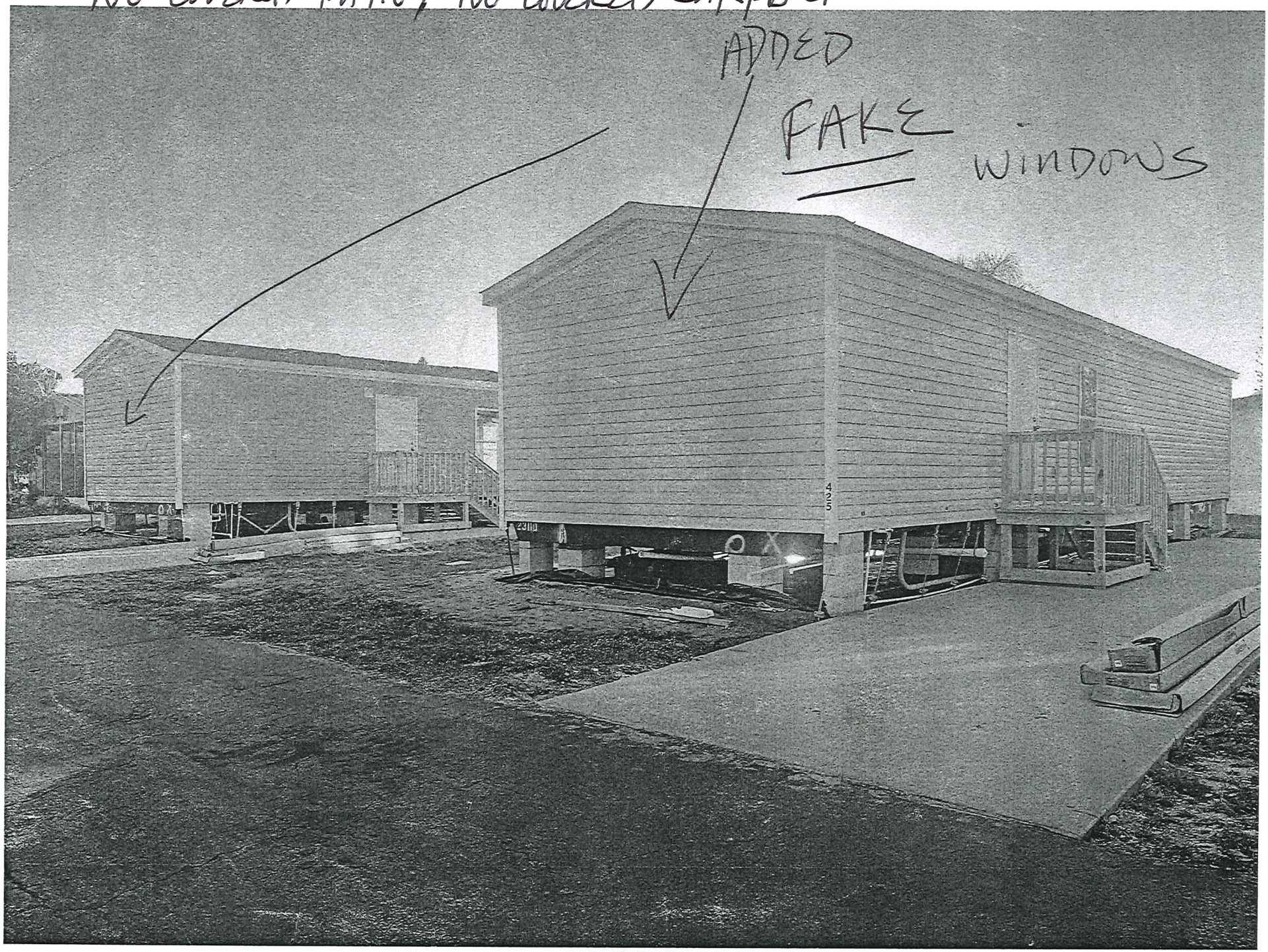
Our residents are absolutely enamored with the array of amenities we offer. The sundeck

Type here to search 46°F Sunny 4:26 PM 12/3/2024

Only drinking fountain inoperable
ELKAY

According to Prospectus, homes shall have a covered carports and Shed.

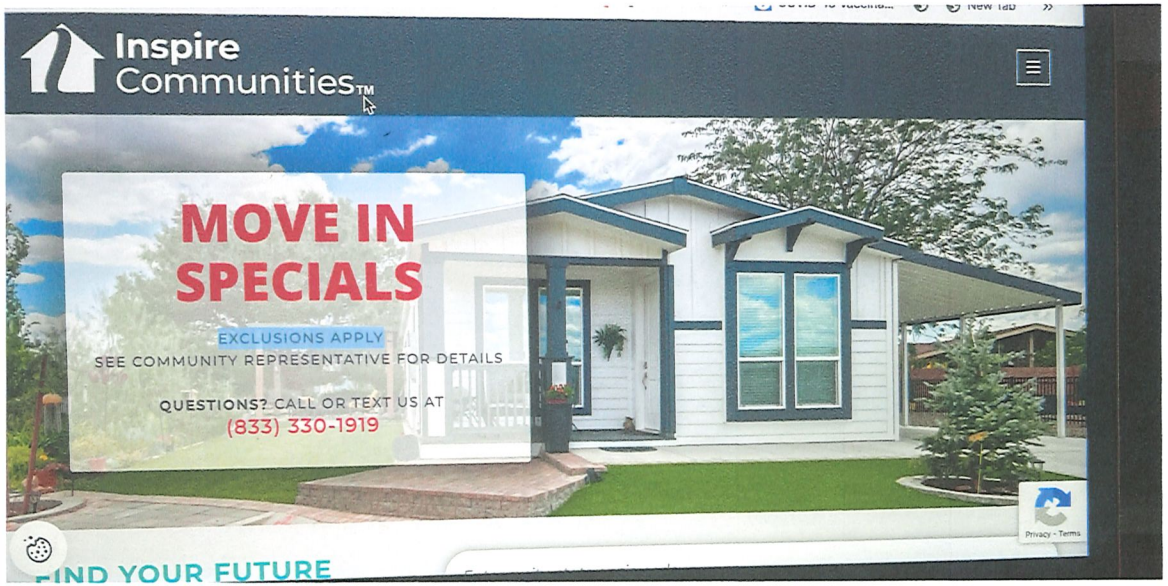



NO COVERED PATIO, NO COVERED CARPORT - FEMA TRAILERS?
ADDED
FAKE
WINDOWS

plexiglass
Fake window

Fake Windows
How do emergency personnel know they cannot access?

Fake window


Inspire Communities™
MOVE IN SPECIALS
EXCLUSIONS APPLY
SEE COMMUNITY REPRESENTATIVE FOR DETAILS
QUESTIONS? CALL OR TEXT US AT
(833) 330-1919
Privacy - Terms
FIND YOUR FUTURE

sign on light switch in Kitchen
Please do not shut the kitchen lights off, Keep switch on.
Thank You
S'il vous plaît ne pas éteindre les lumières de la cuisine, Gardez allumer.
Merci

TOTAL OCCUPANCY LOAD PERMITTED

258

Tall Pines Club House
314 S. Erie Dr.
Fort Pierce, FL

ST. LUCIE COUNTY FLORIDA + FIRE DISTRICT +

FIRE MARSHAL'S OFFICE
ST. LUCIE COUNTY FIRE DISTRICT
SHALL BE POSTED AT ALL TIMES

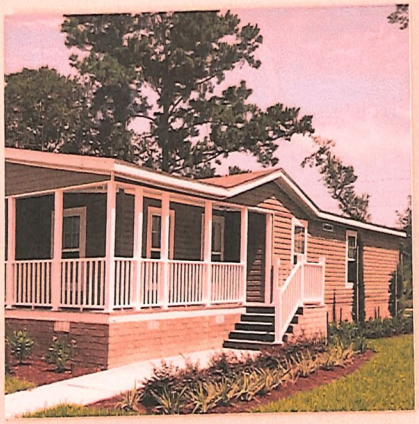
Lt. Paul Langel
EFFECTIVE 04/10/2015

721 people - to use this club house with a total occupancy of 258

655 at full capacity
+ 66 in RV's
721 according to City of Ft. Pierce police

Is this sufficient lighting to prepare food for community events?

Kitchen used for events



Our Mission

To create Clean, Safe, and Engaging Communities where people are happy to live and proud to call home.

Inspire Communities

InspireSomeone Today

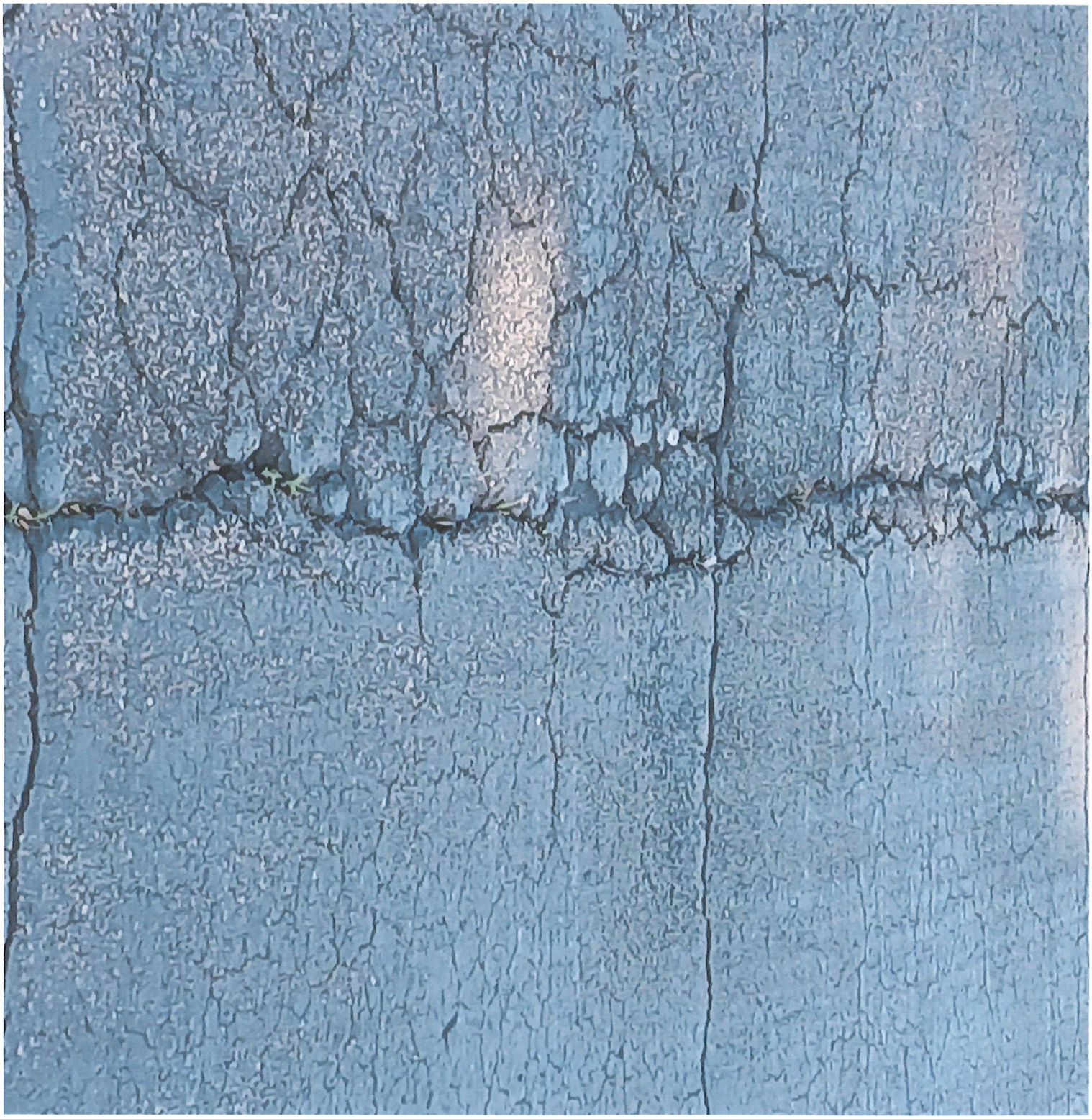
Our Values

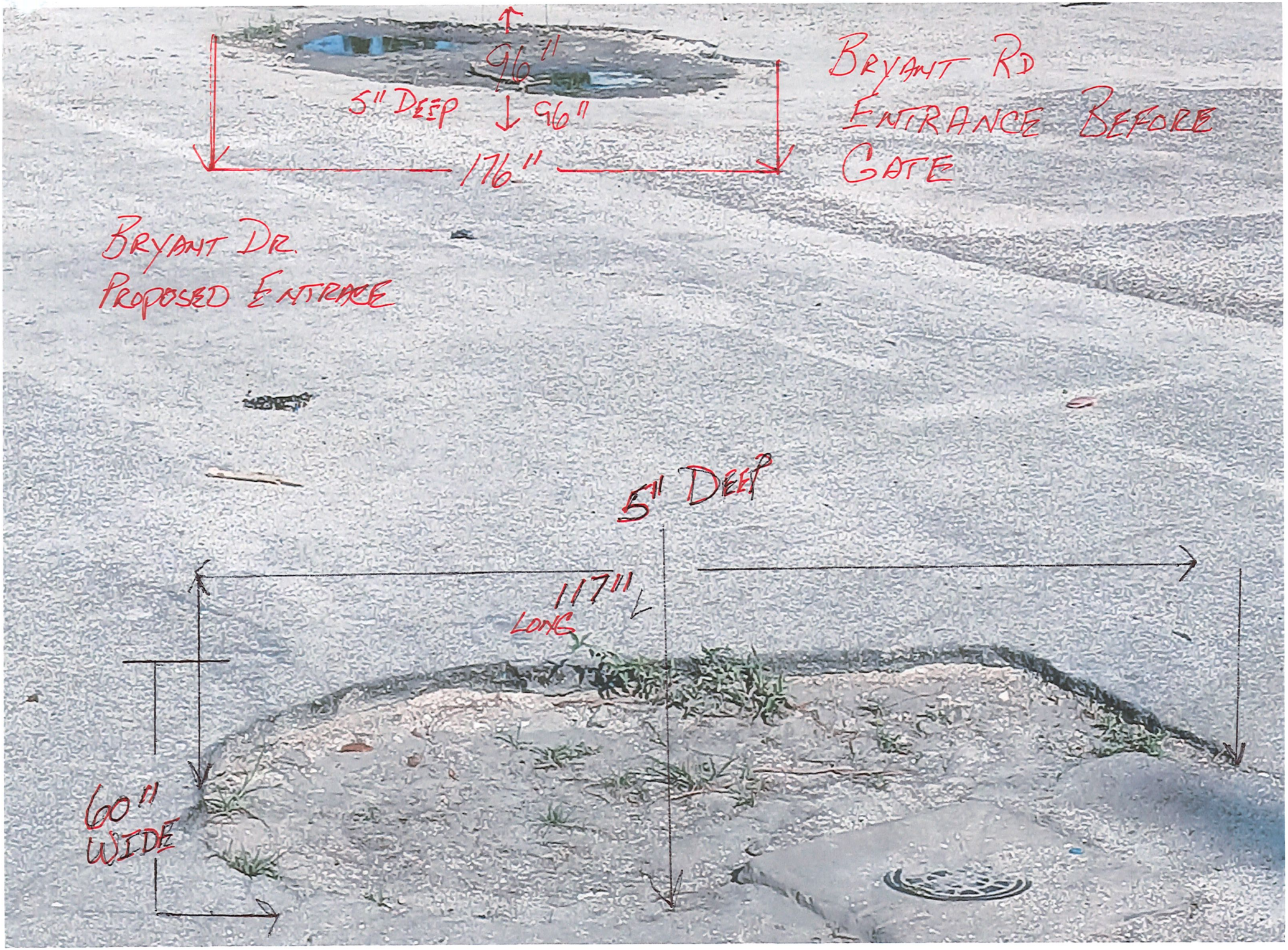
Do what is right
Do your best
Treat others as THEY want to be treated
Value diversity
Embrace lifelong learning

Marketing

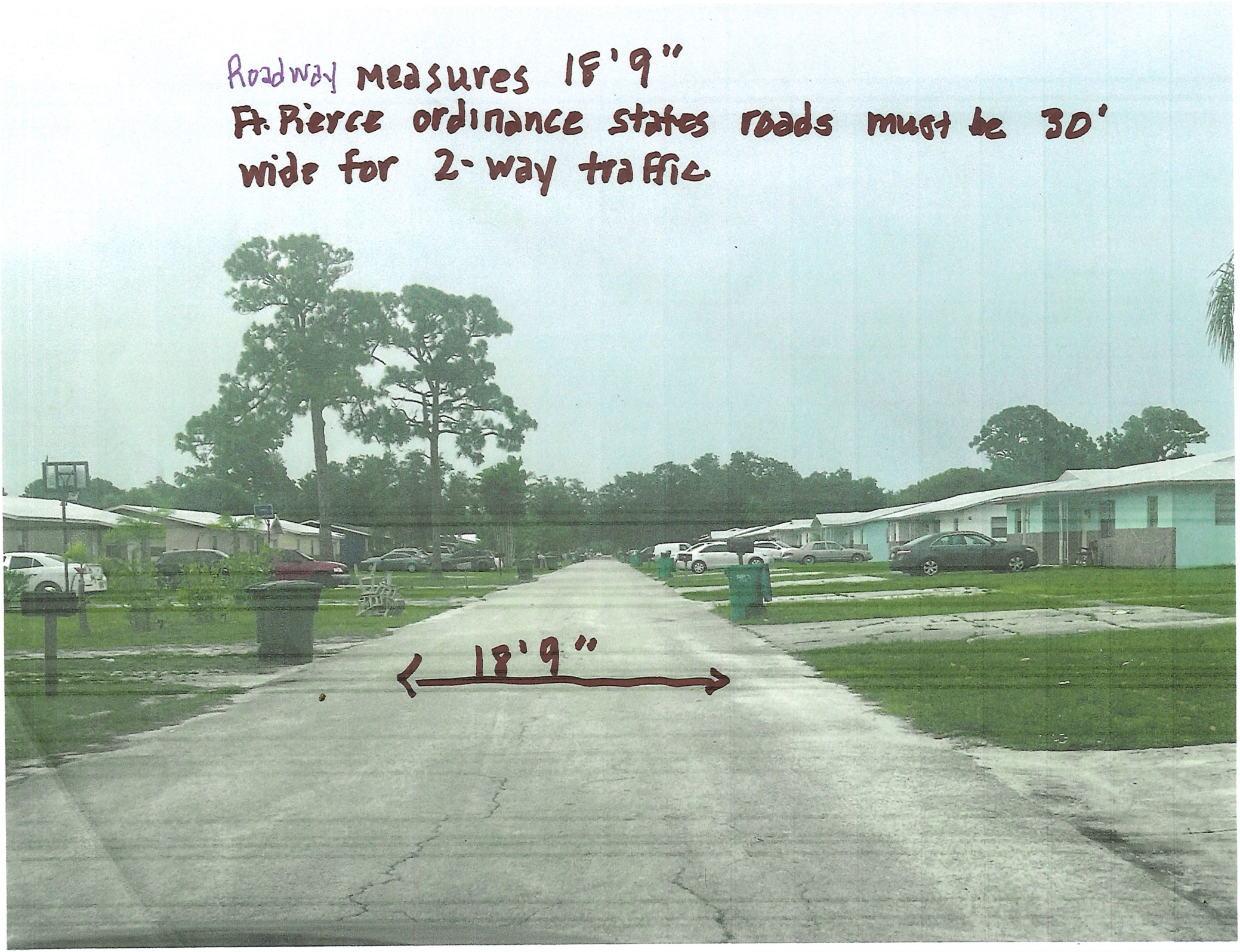
SAMPLES OF ROAD CONDITIONS ON ERIE DR. THE MAIN PERIMITER ROAD AROUND THE PARK

THIS ROAD IS CRACKED FOR MOST OF IT'S LENGTH AROUND THE PARK IN THE CENTER




96"
5" DEEP
96"
176"
BRYANT RD
ENTRANCE BEFORE
GATE
BRYANT DR.
PROPOSED ENTRANCE
5" DEEP
117"
LONG
60"
WIDE

BRYANT DR
PROPOSED ENTRANCE


Roadway measures 18'9"
Ft. Pierce ordinance states roads must be 30' wide for 2-way traffic.
18'9"

34' CAMPER
COMING DOWN
SENECA DR
PROPOSED ENTRANCE
NO
TRUCKS
OVER
6000 LBS
EMPTY WT.
WATCH
FOR
CHILDREN
20

Kountry Stars

Country Star

Country Star

Country Star

Big Concern Here
If a Mode Approve
were to
The Water Main
Country Star

Bryant

CITY OF FORT PIERCE

ANNEXATION

June 9th, 2025

Tall Pines – ANNEXATION

314 S Erie Drive

(1433-210-0003-000-9 & 1433-310-0002-000-9)

APPLICANTS/REPRESENTATIVES

Raquel Samaroo, WGI, Inc.

Jerrod Purser, WGI, Inc.

AGENT

Rodney Jarvis, Gallagher & Kennedy

OWNER

Jonathan Mauldin, Granite Tall Pines, LLC

PARCEL ID #(S):

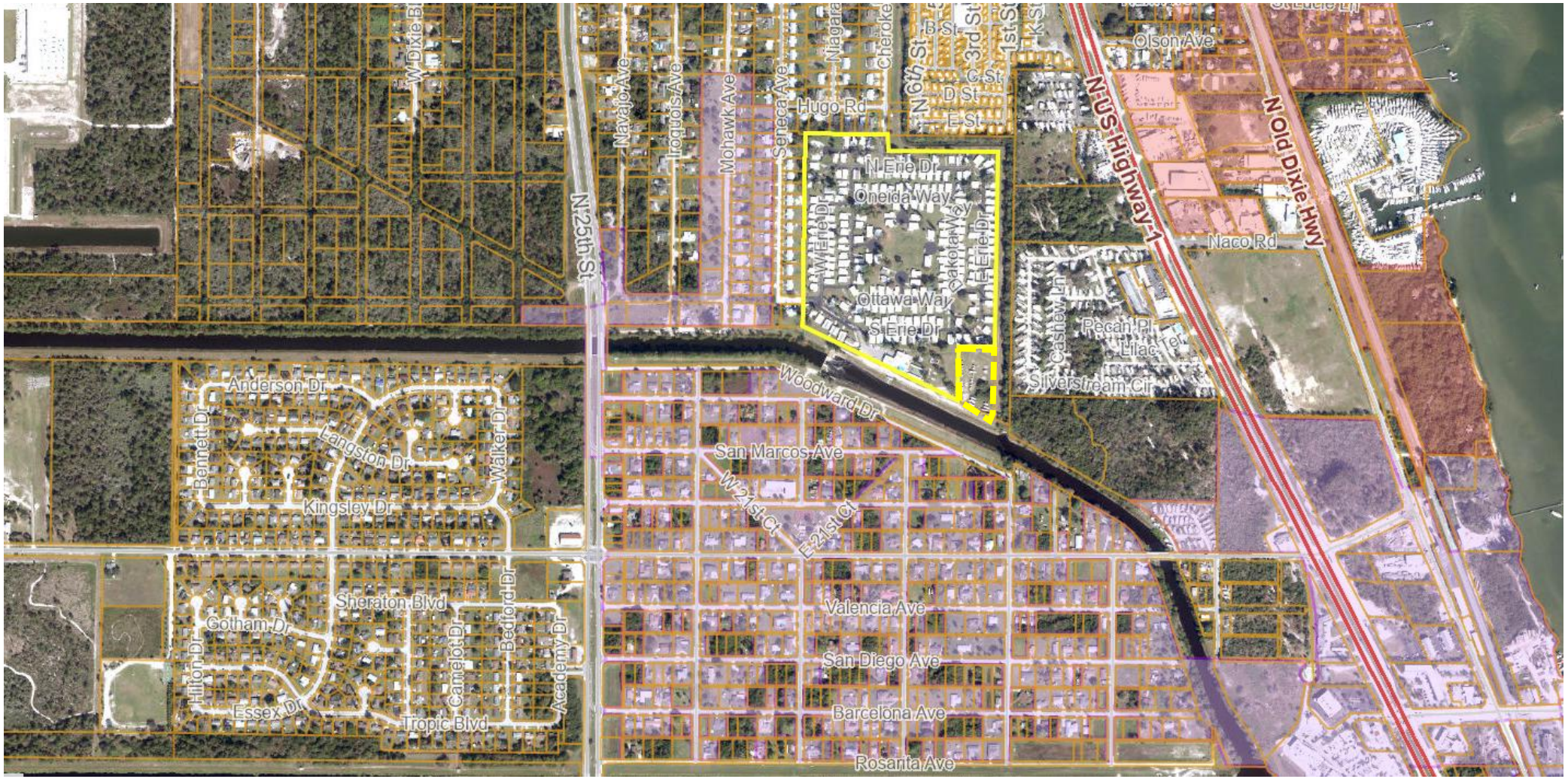
1433-210-0003-000-9 & 1433-310-0002-000-9

SUMMARY

Request for review of application for an Annexation of two (2) parcels into the City. The subject properties have a St. Lucie County Future Land Use RM, Residential Medium, and a zoning classification of RMH-5, Residential, Mobile Home, 5 units du/ac. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for the parcels is RL, Residential Low Density, with a Zoning classification of R-1, Single-Family Low Density.

The current taxable value of the property is $10,607,900. Should the Application for Annexation be approved, and future development of the vacant land occurs, the property could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

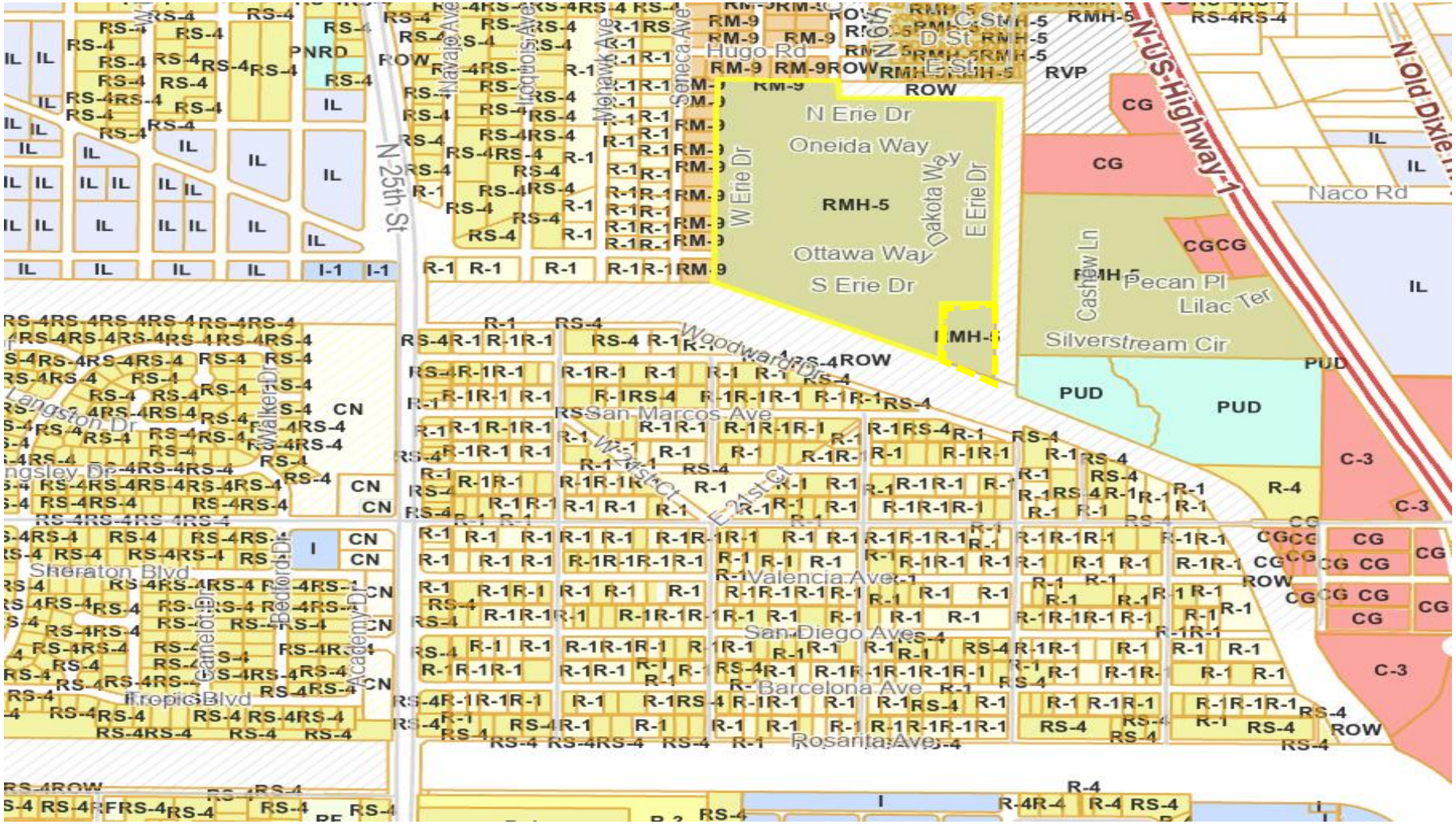
SITE LOCATION – CITY LIMITS



SITE AREA= 41.63 +/- Acres

TALL PINES - REZONING

EXISTING ZONING CITY & COUNTY



Current SLC FLU:
RM, Residential Medium

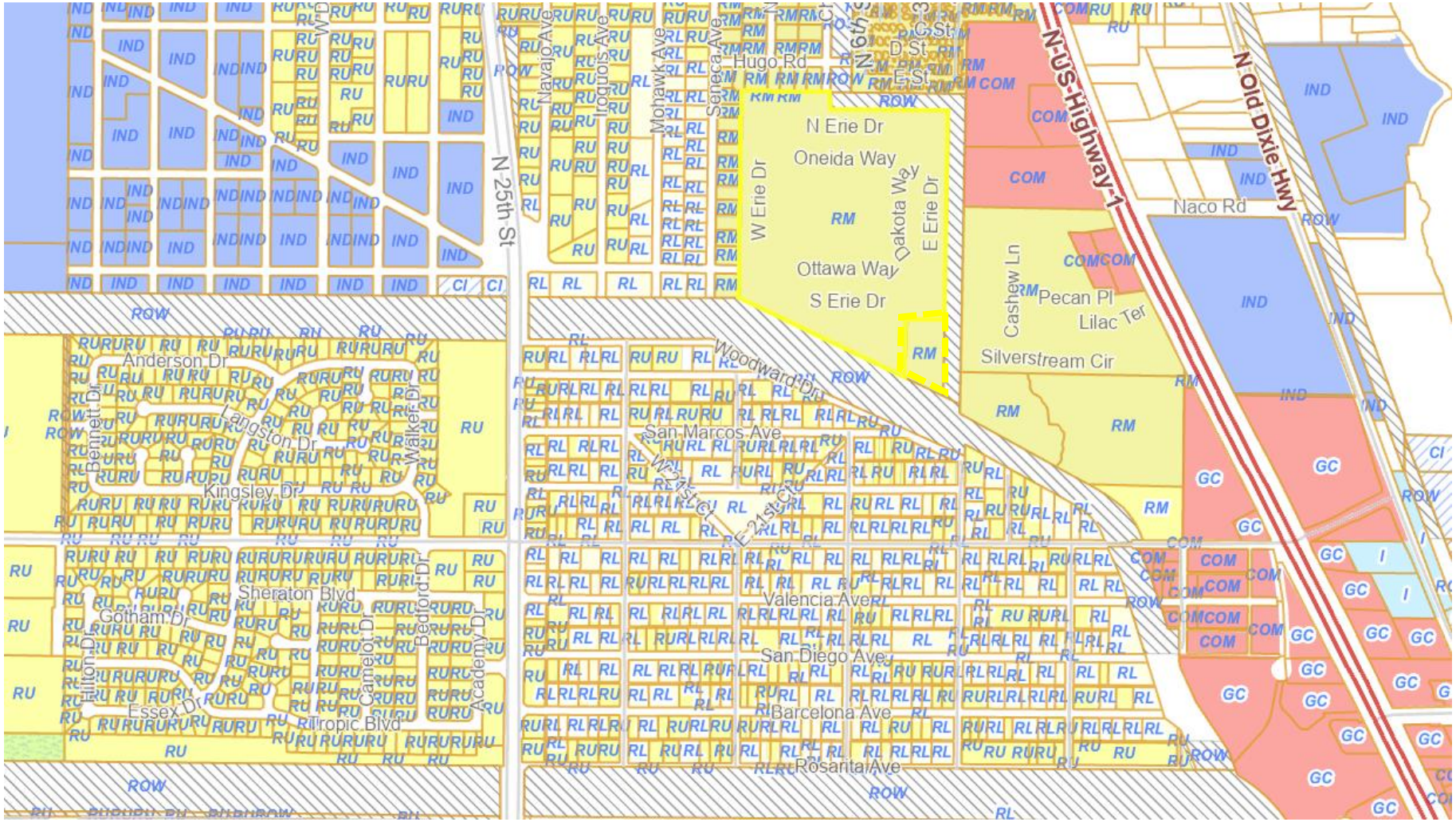
Proposed FP FLU:
RL, Low Density Residential

Current SLC Zoning:
RMH-5, Residential, Mobile Home – 5/du

Proposed FP Zoning:
PD, Planned Development Zone

TALL PINES - REZONING

EXISTING FUTURE LAND USE - CITY & COUNTY



Current SLC FLU:	Proposed FP FLU:
RM, Residential Medium	RL, Low Density Residential
Current SLC Zoning:	**Proposed FP Zoning:**
RMH-5, Residential, Mobile Home – 5/du	PD, Planned Development Zone

TALL PINES - REZONING

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - TALL PINES

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	41.63	1,813,402.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - RESIDENTIAL MEDIUM (RM)	9	374	0.0	0.0 SQ.FT
PROPOSED	LOW DENSITY RESIDENTIAL (RL)	6.5	270	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		(104)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed ANNEXATION with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

Staff recommends that the Planning Board recommend APPROVAL of the proposed ANNEXATION.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **Alternative actions of the Planning Board:**

- Recommend Approval with changes.

or

- Recommend Disapproval

CITY OF FORT PIERCE

ANNEXATION

June 9th, 2025

Tall Pines – ANNEXATION

314 S Erie Drive

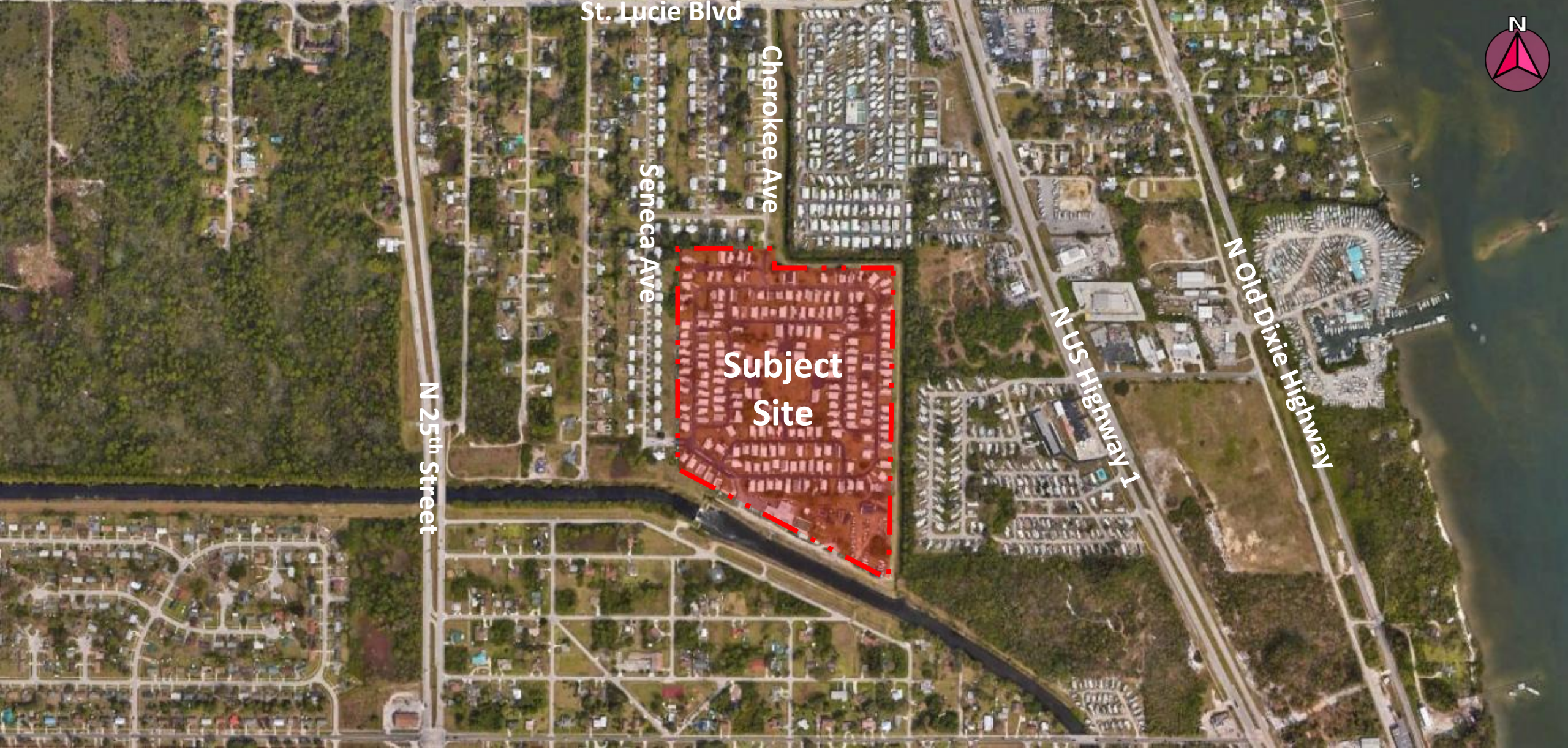
(1433-210-0003-000-9 & 1433-310-0002-000-9)

Tall Pines PD

Master Planned Development

City Planning Board

June 9, 2025



PROJECT LOCATION

SURROUNDING USES

REQUESTS

- **Annexation** from St. Lucie County to the City of Fort Pierce
  - Includes a FLU assignment of Low Density Residential (RL)
- **Master PD Zoning Application** to:
  - Rezone from Residential, Mobile Home – 5 (RMH-5) (St. Lucie County) to Planned Development (PD) (Fort Pierce)
  - Approve a 33-lot recreational vehicle park
  - Approve the addition eight manufactured homes

APPLICATION REQUESTS

MASTER PD ZONING APPLICATION

A Master Planned Development is preliminary application that presents a conceptual proposal.

A Final Planned Development application is required to finalize the site plan.

APPLICATION REQUESTS

1976 — **Property is Developed***
**According to the St. Lucie County Property Appraiser*

1990 — **Major Site Plan Approval**

March 7, 1994 — **Minor Site Plan Revision**

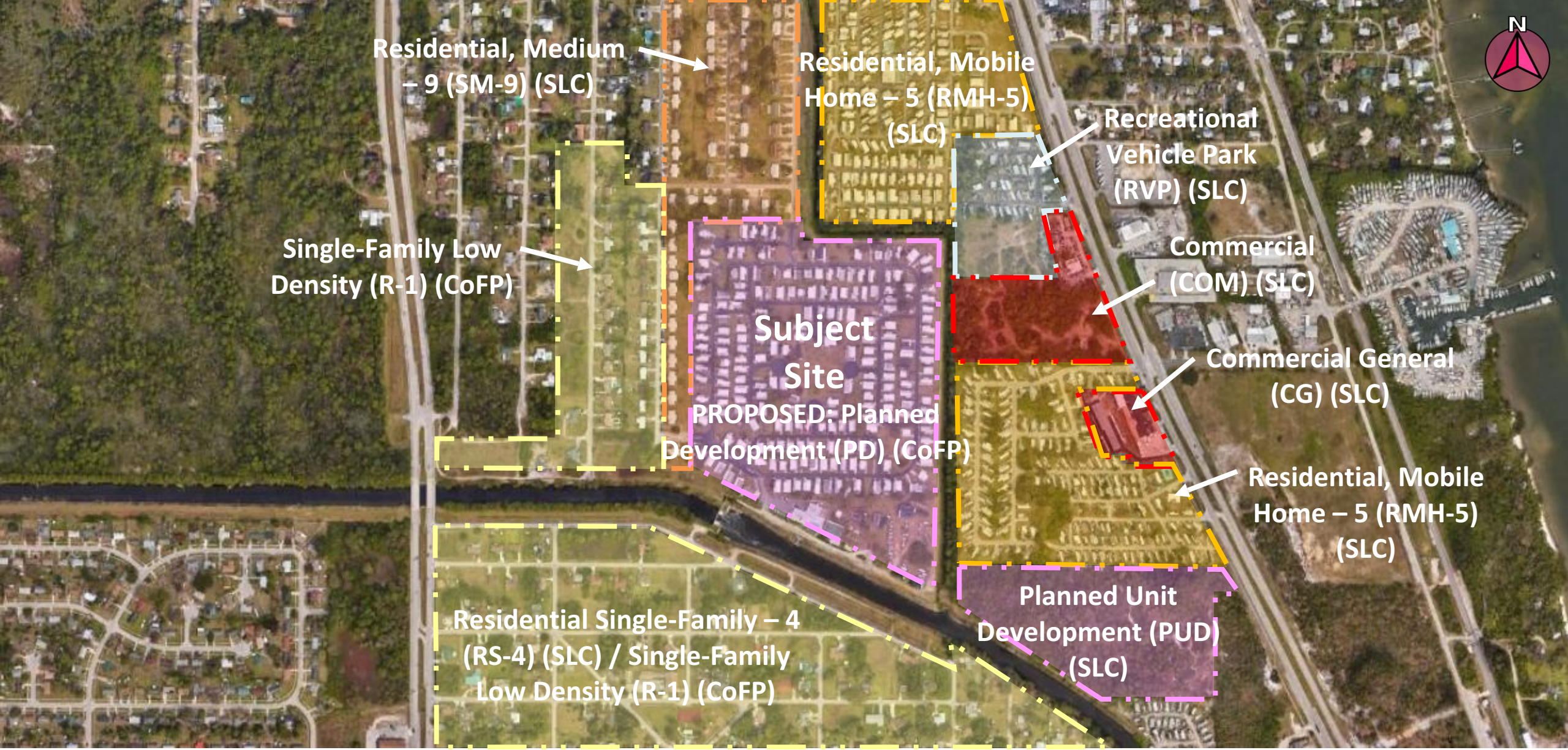
HISTORY

FUTURE LAND USE

FUTURE LAND USE

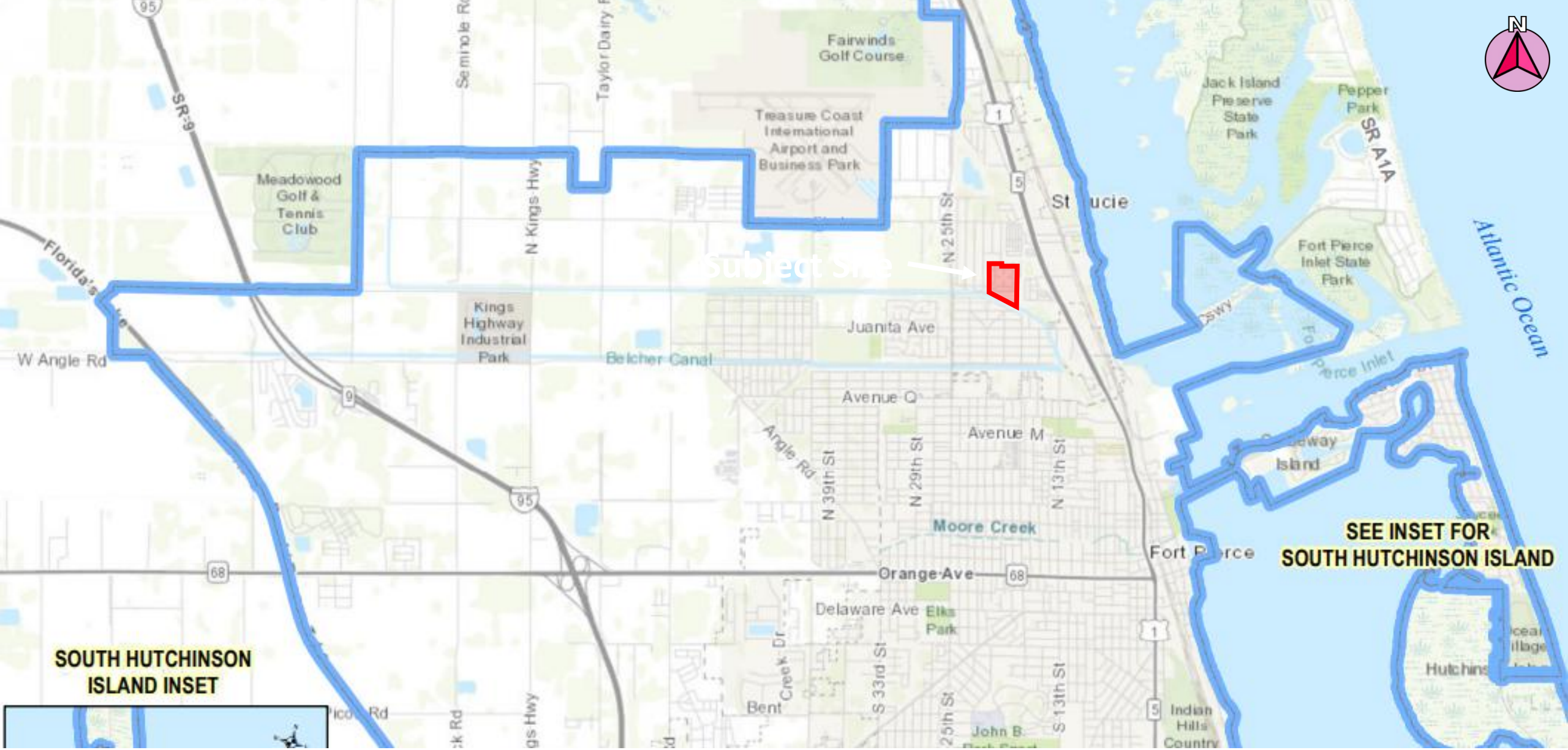
Residential, Medium – 9 (SM-9) (SLC)
Residential, Mobile Home – 5 (RMH-5) (SLC)
Recreational Vehicle Park (RVP) (SLC)
Single-Family Low Density (R-1) (CoFP)
Commercial (COM) (SLC)
Subject Site
EXISTING: Residential, Mobile Home – 5 (RMH-5) (SLC)
Commercial General (CG) (SLC)
Residential, Mobile Home – 5 (RMH-5) (SLC)
Planned Unit Development (PUD) (SLC)
Residential Single-Family – 4 (RS-4) (SLC) / Single-Family Low Density (R-1) (CoFP)
N

ZONING


Residential, Medium – 9 (SM-9) (SLC)
Residential, Mobile Home – 5 (RMH-5) (SLC)
Recreational Vehicle Park (RVP) (SLC)
Single-Family Low Density (R-1) (CoFP)
Commercial (COM) (SLC)
Subject Site
PROPOSED: Planned Development (PD) (CoFP)
Commercial General (CG) (SLC)
Residential, Mobile Home – 5 (RMH-5) (SLC)
Planned Unit Development (PUD) (SLC)
Residential Single-Family – 4 (RS-4) (SLC) / Single-Family Low Density (R-1) (CoFP)
N

ZONING

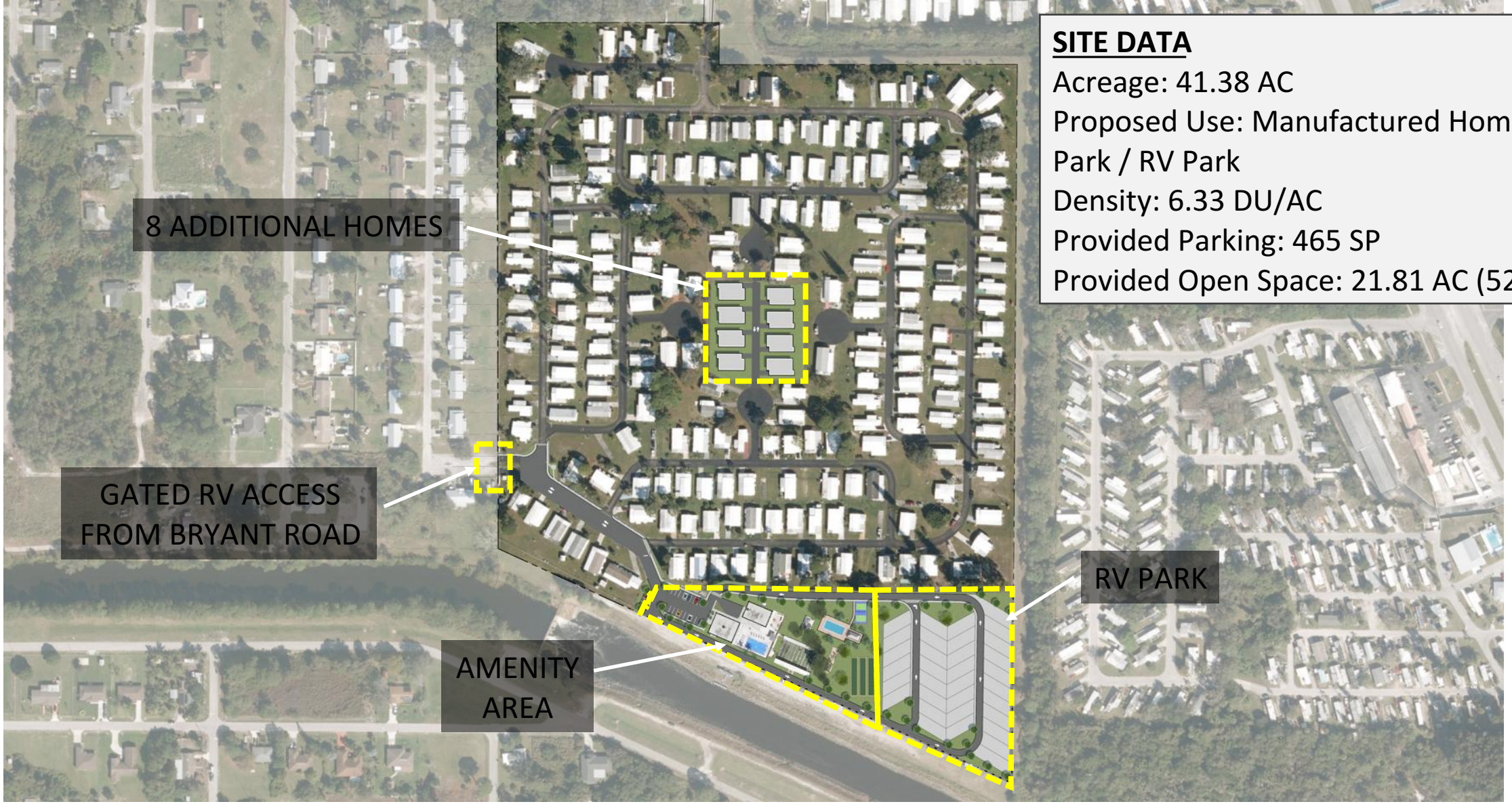
CITY OF FORT PIERCE BOUNDARY



FPUA SERVICE AREA MAP

	Policy/Criteria
☑	**FLA Stat. § 171.044(1)** The property is contiguous to the City of Fort Pierce's municipal boundary and is reasonably compact.
☑	**FLA Stat. § 171.044(5)** The annexation will not result in an enclave.
☑	**Policy 1.11.5** The FLU designation of RL is compatible with the County FLU designation of MHR-5.
☑	**Policy 1.11.6** The FLU designation of RL is consistent with the City of Fort Pierce's proposed Future Land Use Map (GOP Map 1-2)

ANNEXATION CRITERIA



SITE DATA

Acreage: 41.38 AC

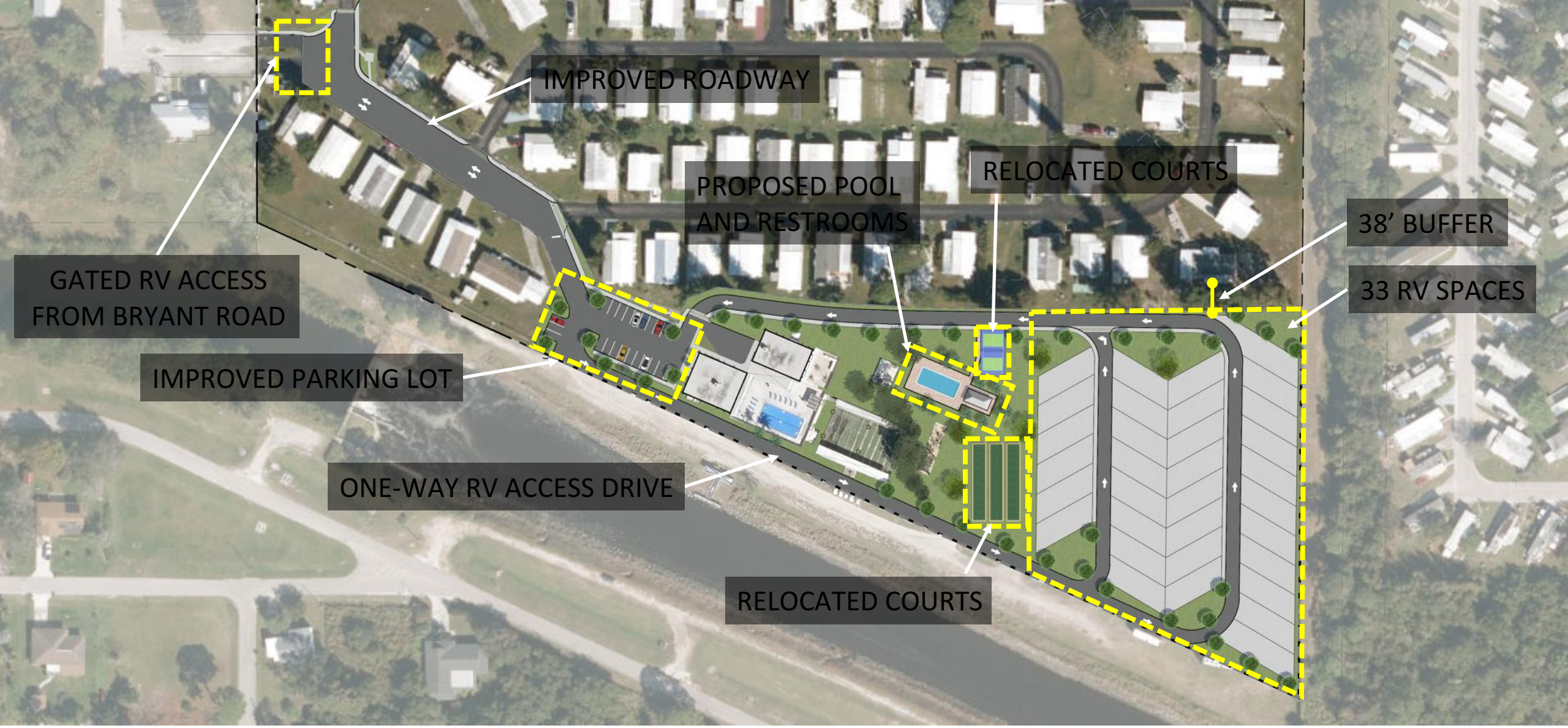
Proposed Use: Manufactured Home Park / RV Park

Density: 6.33 DU/AC

Provided Parking: 465 SP

Provided Open Space: 21.81 AC (52.7%)

SITE PLAN


IMPROVED ROADWAY
PROPOSED POOL AND RESTROOMS
RELOCATED COURTS
38’ BUFFER
33 RV SPACES
GATED RV ACCESS FROM BRYANT ROAD
IMPROVED PARKING LOT
ONE-WAY RV ACCESS DRIVE
RELOCATED COURTS

SITE PLAN

LAND DEVELOPMENT REGULATIONS

Land Development Regulations				
	Required		**Provided**	
Minimum Property Area	3 AC		41.38 AC	
Maximum Density	6.5 DU/AC		6.3 DU/AC	
Minimum Building Setbacks	*Front*	25 FT	*Front*	20 FT
	Side	7 FT	*Side*	9 FT
	Rear	15 FT	*Rear*	25 FT
Minimum Open Space	20% (8.28 AC)		52.7% (21.81 AC)	
Min. Perimeter Setback	10 FT		9 FT	

A records request to St. Lucie County revealed no code enforcement violations.

CONSISTENCY WITH PLANS AND REGULATIONS

EXISTING NON-CONFORMITIES

Non-Conformity Chart			
Code Section	**Required**	**Provided**	**Existing Non-Conformity**
Sec. 125-193.(b)(2)a.	25 FT front yard	20 FT front yard	- 5 FT

The perimeter setback is not a non-conformity per *Sec. 125-212(c)(3)b. Perimeter Setbacks,* which states that:

Setbacks at the perimeter of the development shall be determined by the city commission, consistent, compatible, and in character with adjoining properties and existing or approved development. The city commission will determine perimeter setbacks based upon the following factors:

(b) The minimum PD perimeter setback required by this section cannot be achieved due to exceptional narrowness, shallowness, shape, topographic condition or physical or environmental feature uniquely affecting the subject property

CONSISTENCY WITH PLANS AND REGULATIONS

OTHER REGULATIONS

Per ***Sec. 125-212(c)(10) Variances are not necessary***, any standards that may be subject to a variance will be considered at the time of Final PD approval.

CONSISTENCY WITH PLANS AND REGULATIONS

	Policy/Criteria
☑	**Comprehensive Plan Consistency –** The development program is consistent with the City of Fort Pierce's Comprehensive Plan.
☑	**Density –** The development program is consistent with the maximum permitted density in the RL FLU.
☑	**Perimeter Setbacks –** A perimeter buffer cannot be achieved due to existing conditions of the subject site.
☑	**Open Space –** The development program meets the open space requirements of the PD district.

MPD CRITERIA

MEETINGS

- **February 2023** – General Neighborhood Meeting
- **March 2023** – Residents' Committee Meeting
- **May 2023** – Residents' Committee Meeting
- **July 2023** – Residents' Committee Meeting

CHANGES/CONDITIONS

- RVs to use West Gate only, using keypad entry; new access road to be installed, new sidewalk where RVs use street system, ensure that portion of street will bear RVs.
- Additional swimming pool, near existing swimming pool.
- New restroom facilities.
- Upgrading of water, sewer, and power infrastructure to be pursued diligently over time.
- Bocce courts to be preserved (they are being relocated to accommodate new RV access road).
- 55+ age restriction to be maintained.

COMMUNITY OUTREACH

RECENT IMPROVEMENTS – ENTRANCE

RECENT IMPROVEMENTS – FISHING PIER

RECENT IMPROVEMENTS – OUTDOOR KITCHEN

RECENT IMPROVEMENTS – CLUBHOUSE INTERIOR

RECENT IMPROVEMENTS – POOL

RECENT IMPROVEMENTS – PICKLEBALL COURTS

Staff Assessment: Staff recommends **approval** of the proposed Annexation and Master Planned Development Zoning.

STAFF RECOMMENDATION

Tall Pines PD

Master Planned Development

City Planning Board

June 9, 2025

HOA MEETING DATES

- August 2022
- December 7, 2022
- March 29, 2024
- April 3, 2025

RECENT IMPROVEMENTS

In 2024, Tall Pines Granite, LLC worked on physical improvements in the park, including paving and clubhouse AC replacement.

2025 PROJECTS

Following an HOA meeting on April 3, 2025, the following projects are being prioritized.

- Pool Bathroom Upgrades
- Solar Street Lights
- Social Hall Upgrades

RECENT IMPROVEMENTS

CITY OF FORT PIERCE
PLANNING BOARD
JUNE 9, 2025

SYMPHONY LAKES PLANNED DEVELOPMENT
FINAL SITE PLAN (POD 1)
PD2024-00009

APPLICATION
PD2024-00009

APPLICANT
Cotleur & Hearing
On behalf of the Property Owners

ADDRESS
4300 Selvitz RD

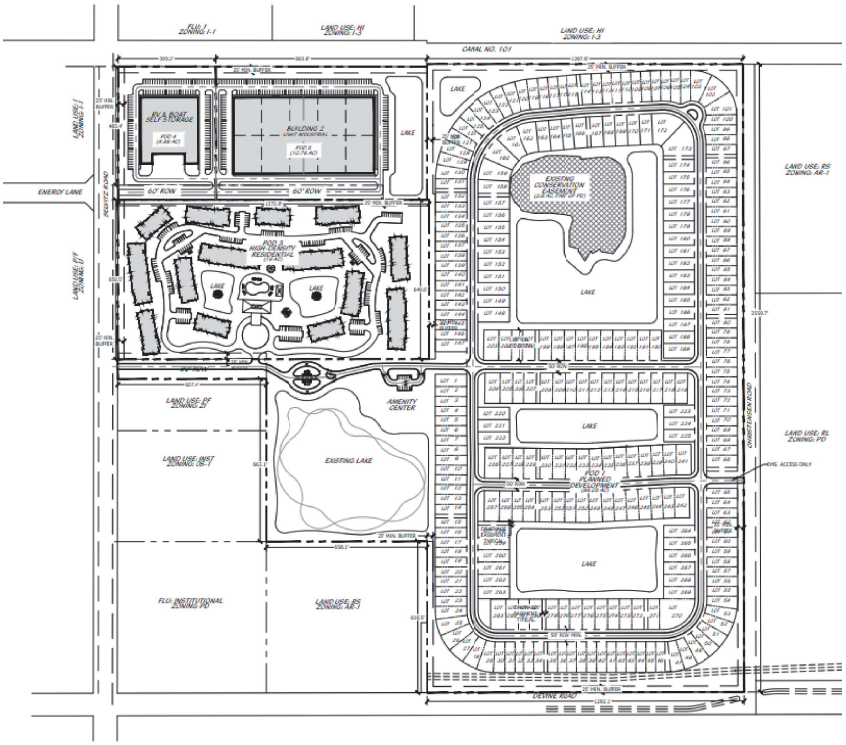
PARCEL ID #:
2432-211-0006-000-3,
2432-211-0005-000-6,
2432-343-0001-000-4.

SUMMARY

The proposed Pod 1 Final PD Site Plan is consistent with the Master Site Plan. Pod 1 is approximately 88 acres, the plan proposes 286 single-family residential units, which generates approximately 3.2 gross dwelling units per acre.

The Master Site Plan requires a minimum of 20% Open Space in Pod 1. This Final PD Plan proposes a total of 37.9 acres, or 43% of Pod 1 as Open Space

SYMPHONY LAKES – MASTER SITE PLAN – APPROVED JUNE 3, 2024



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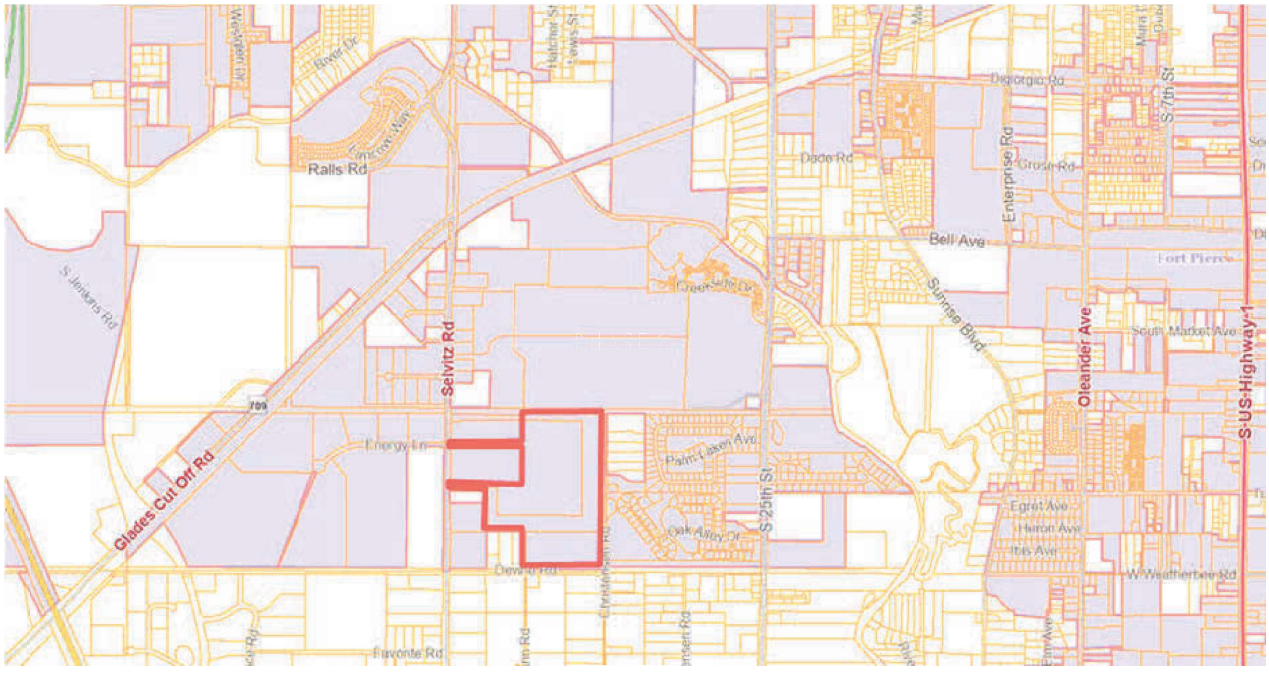
SITE LOCATION SITE AREA +/- 88 Acres



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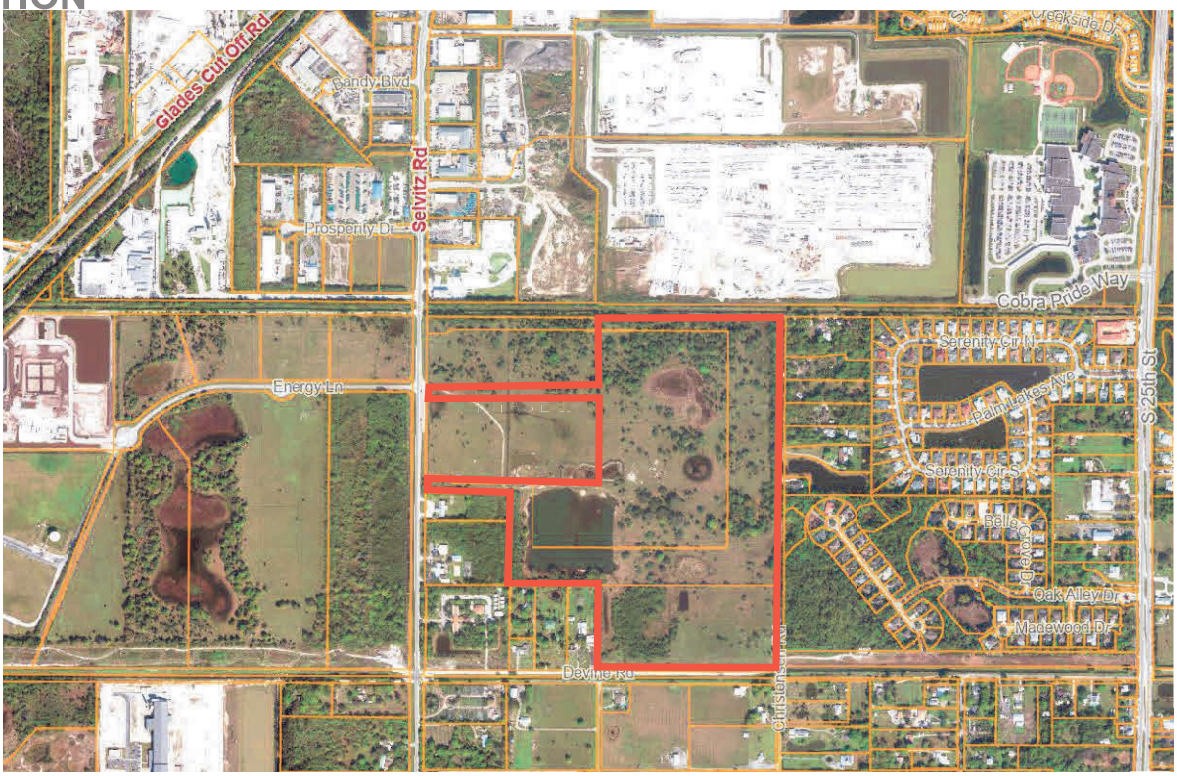
SITE LOCATION



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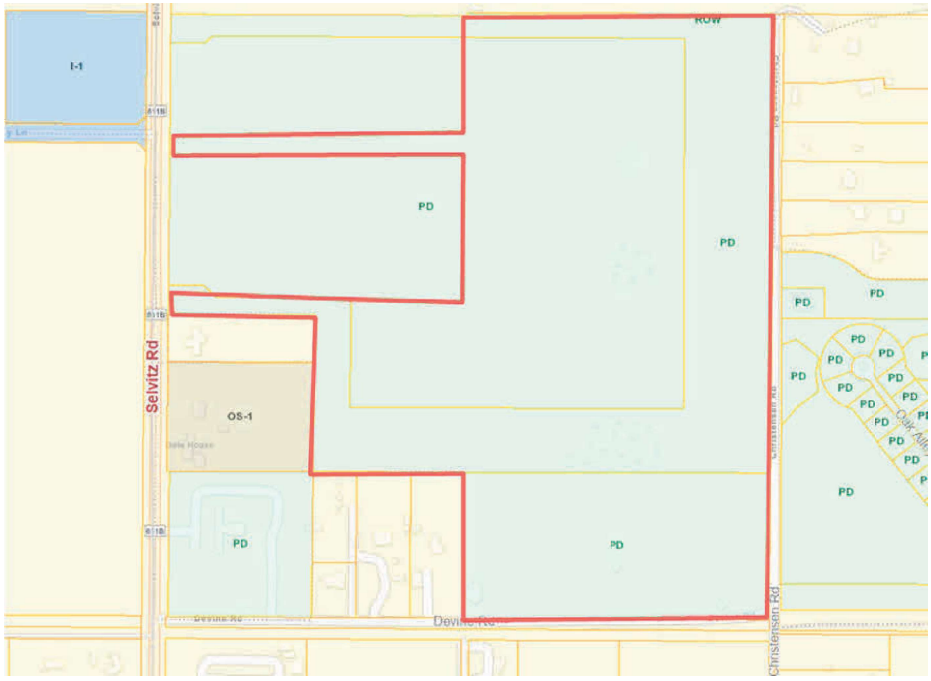
EXISTING ZONING – PD – JUNE 3, 2024



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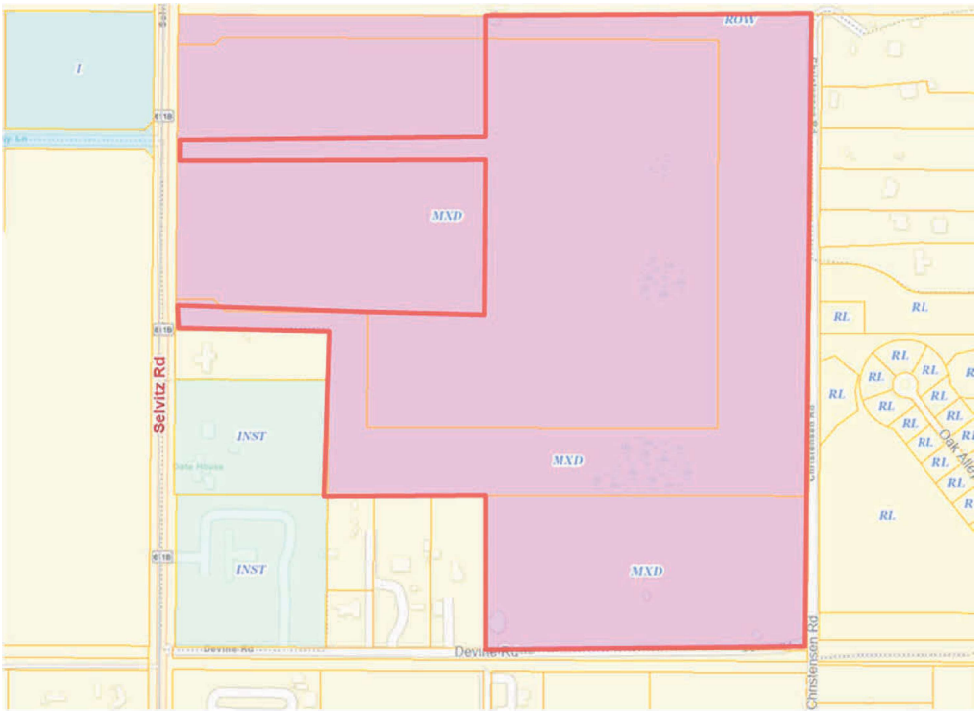
EXISTING FLU – MXD ADOPTED APRIL 1, 2024



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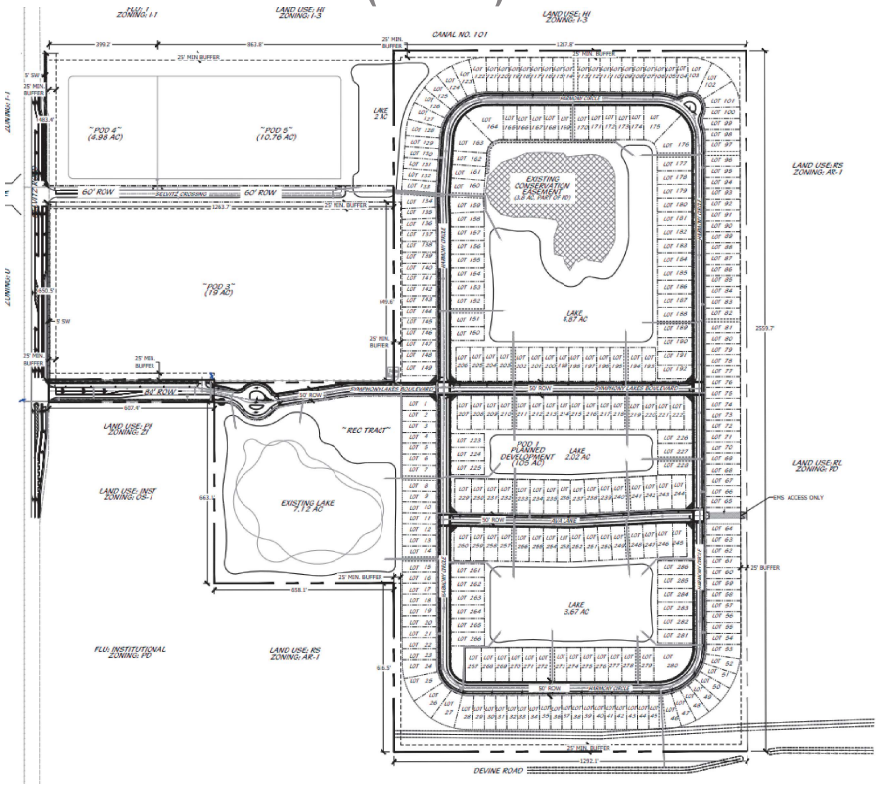
SYMPHONY LAKES FINAL PD SITE PLAN (POD 1)



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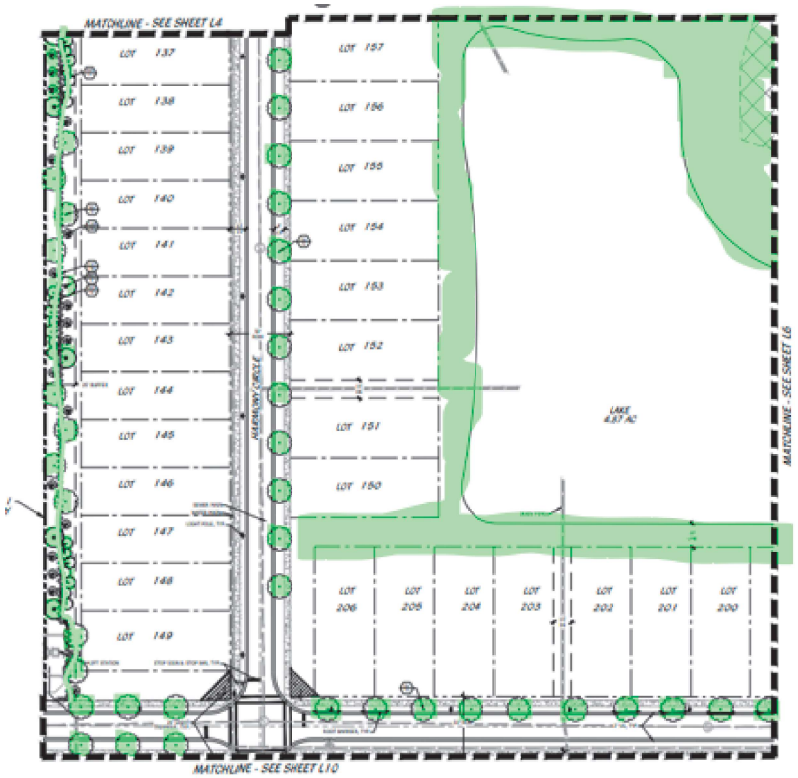
SYMPHONY LAKES POD 1 SITE DATA

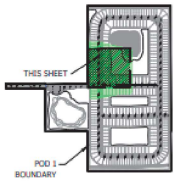
POD 1 DATA	3835423.97 SF	88.05 AC
DWELLING UNITS	286	
DU/AC	3.2	
OPEN SPACE/ PERVIOUS	20% MIN	
		)0 AC
		)8 AC
		76 AC

OPEN SPACE CALCULATIONS

REQUIRED (20%)	17.61 AC	
LAKES	14 AC	MINIMUM
LANDSCAPE AREA	3 AC	MINIMUM
OTHER	0.61 AC	MINIMUM

SYMPHONY LAKES – LANDSCAPE PLAN -1/10





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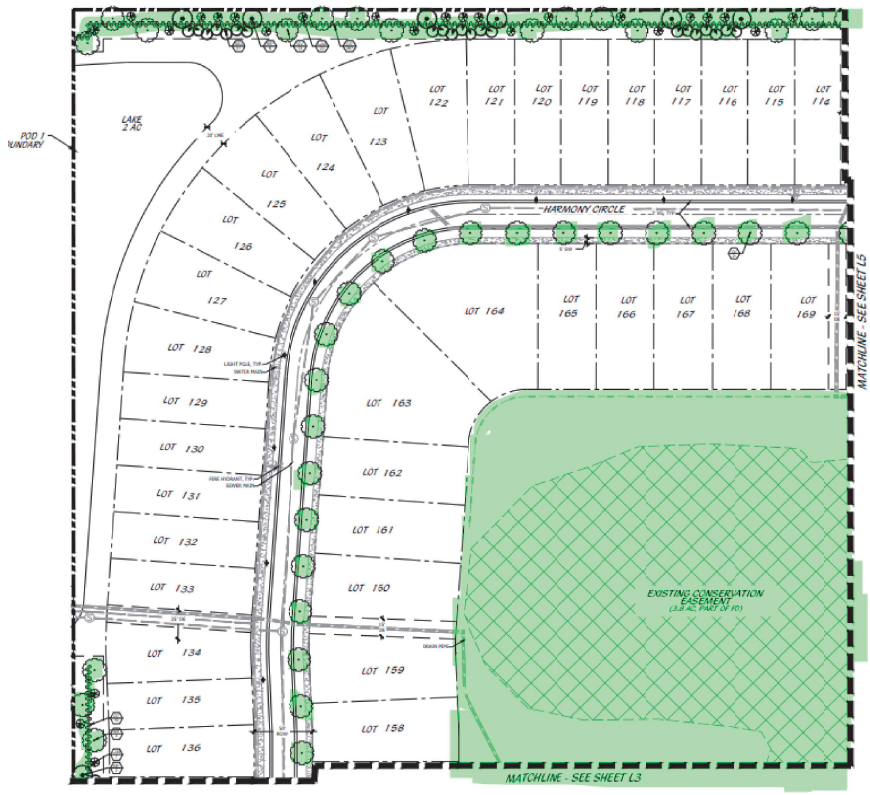
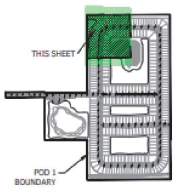
SYMPHONY LAKES – LANDSCAPE PLAN -2/10





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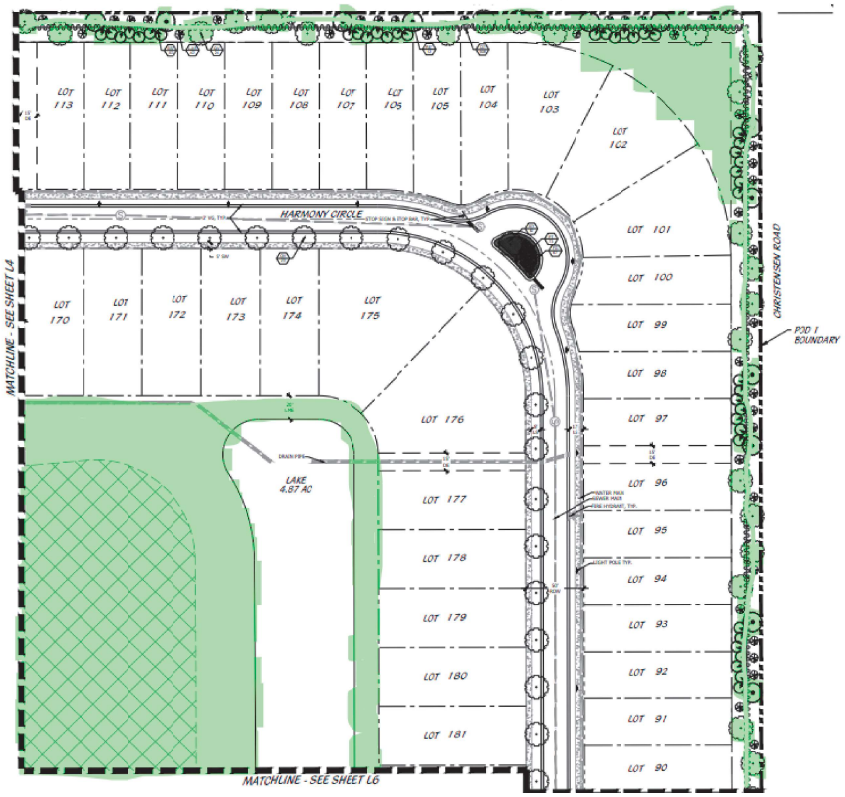
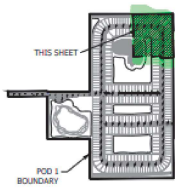
SYMPHONY LAKES – LANDSCAPE PLAN -3/10





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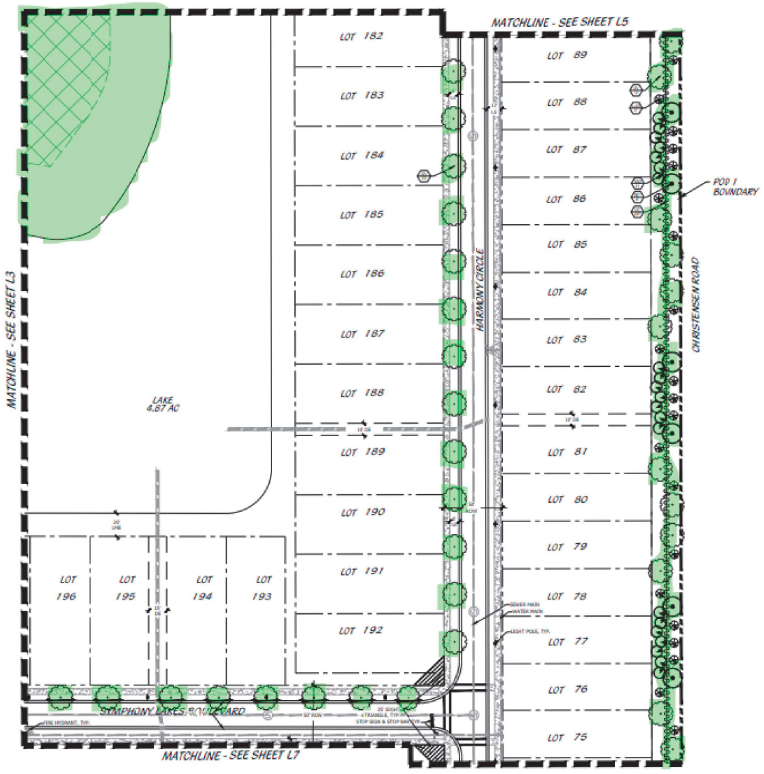
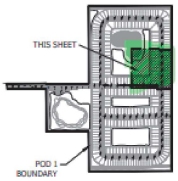
SYMPHONY LAKES – LANDSCAPE PLAN -4/10





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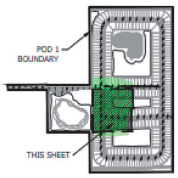

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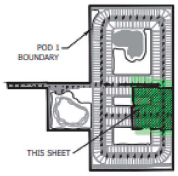
SYMPHONY LAKES – LANDSCAPE PLAN -6/10



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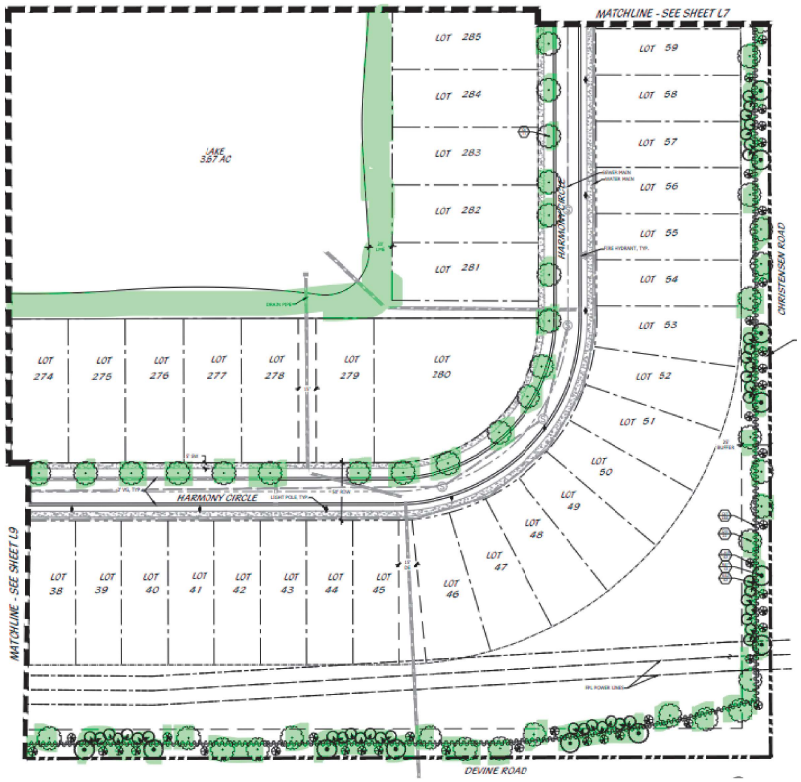
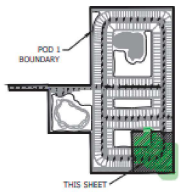
SYMPHONY LAKES – LANDSCAPE PLAN -7/10





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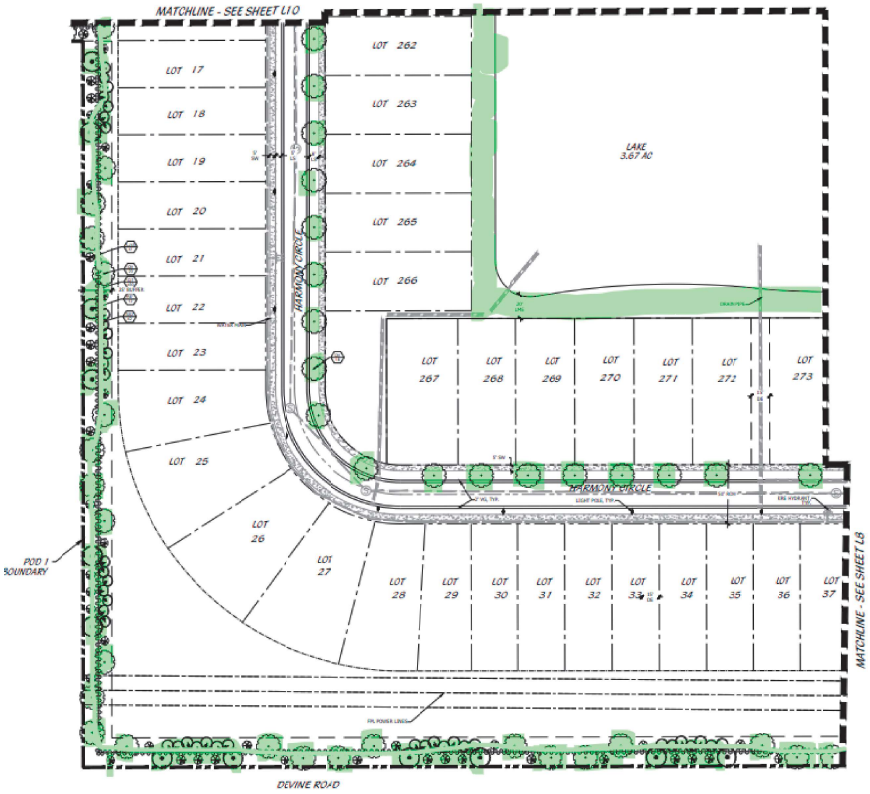

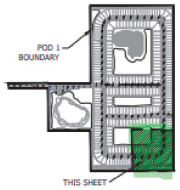

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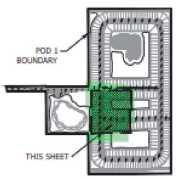

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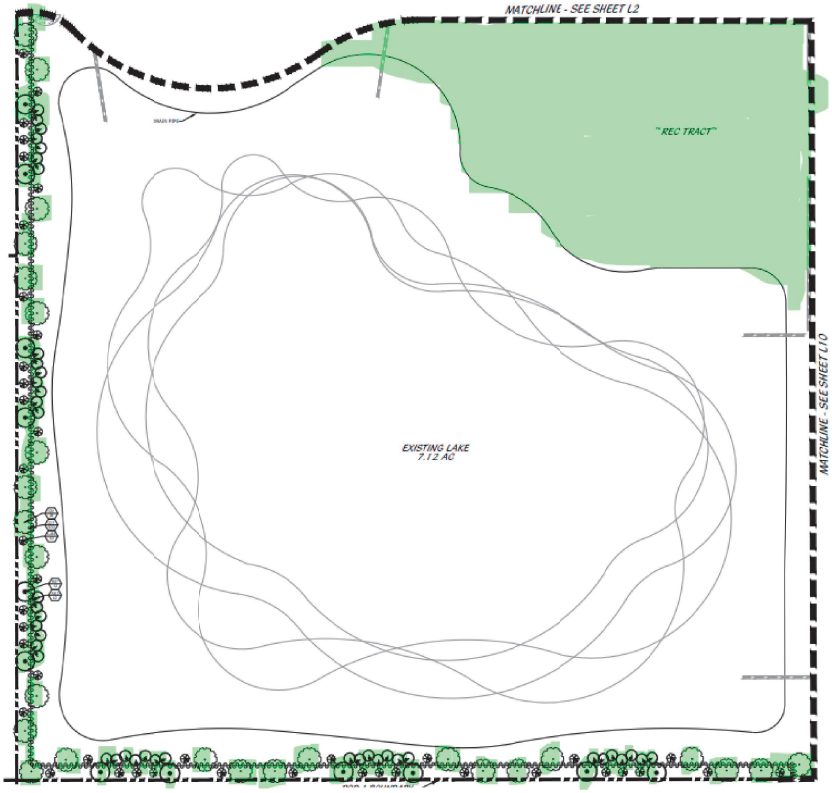
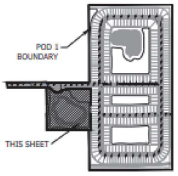
SYMPHONY LAKES – LANDSCAPE PLAN -10/10





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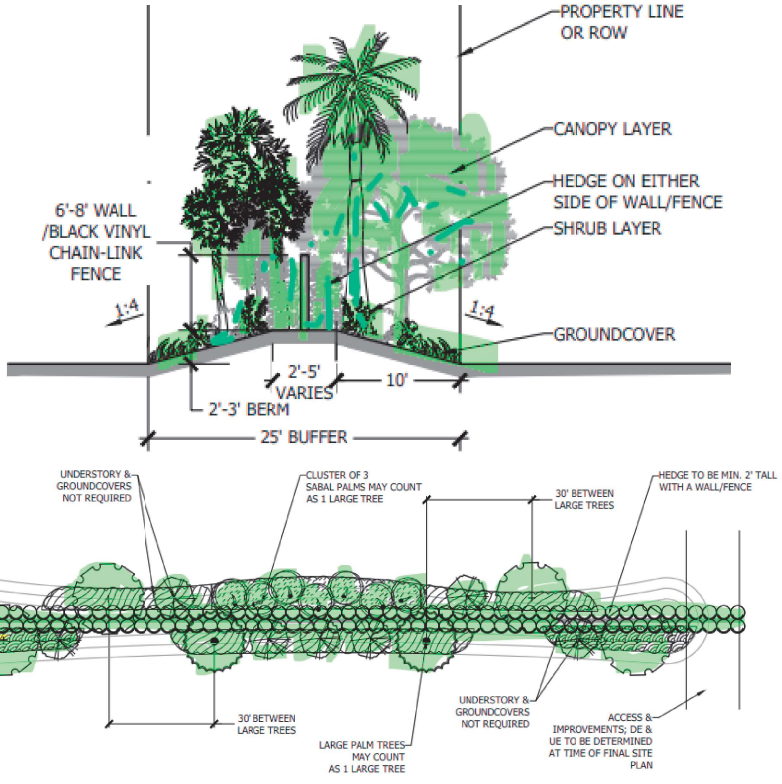
SYMPHONY LAKES – LANDSCAPE BUFFERS



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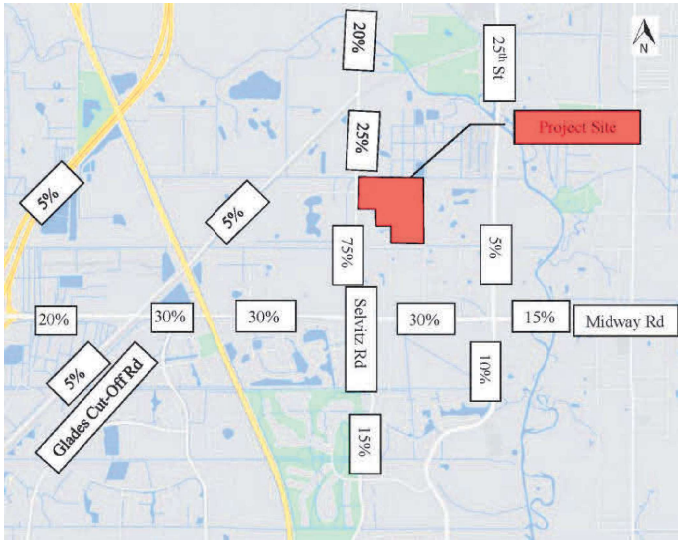
SYMPHONY LAKES – POD 1 TRAFFIC / TRIP GENERATION / ASSIGNMENT

ITE Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Trips	Total	In	Out	Total	In	Out
Proposed Site Traffic								
Single Family Detached	286 DU	2,653	194	49	145	267	168	99
NET PROPOSED TRIPS		*2,653*	*194*	*49*	*145*	*267*	*168*	*99*
Total Proposed Driveway Volumes		*2,653*	*194*	*49*	*145*	*267*	*168*	*99*



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RECOMMENDATION

Staff recommend that the Planning Board Table the item to a date certain until the following items are resolved:

1. Confirmation of St. Lucie Traffic Review.
2. Confirmation of required Roadway improvements to Selvitz, outside of the project boundaries.
3. Confirmation of the design of buffer/wall to Christensen Rd.
4. Confirmation of the requirements of the School District.
5. Confirmation that the conditions of the 'Conceptual' PD have been met.

ALTERNATIVE RECOMMENDATION

Approval with alternative/additional conditions

Or

Disapproval

CITY OF FORT PIERCE

PLANNING BOARD
JUNE 9, 2025

SYMPHONY LAKES PLANNED DEVELOPMENT
FINAL SITE PLAN (POD 1)

APPLICATION

PD2024-00009

APPLICANT

Cotleur & Hearing

On behalf of the Property Owners

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PARCEL ID #:

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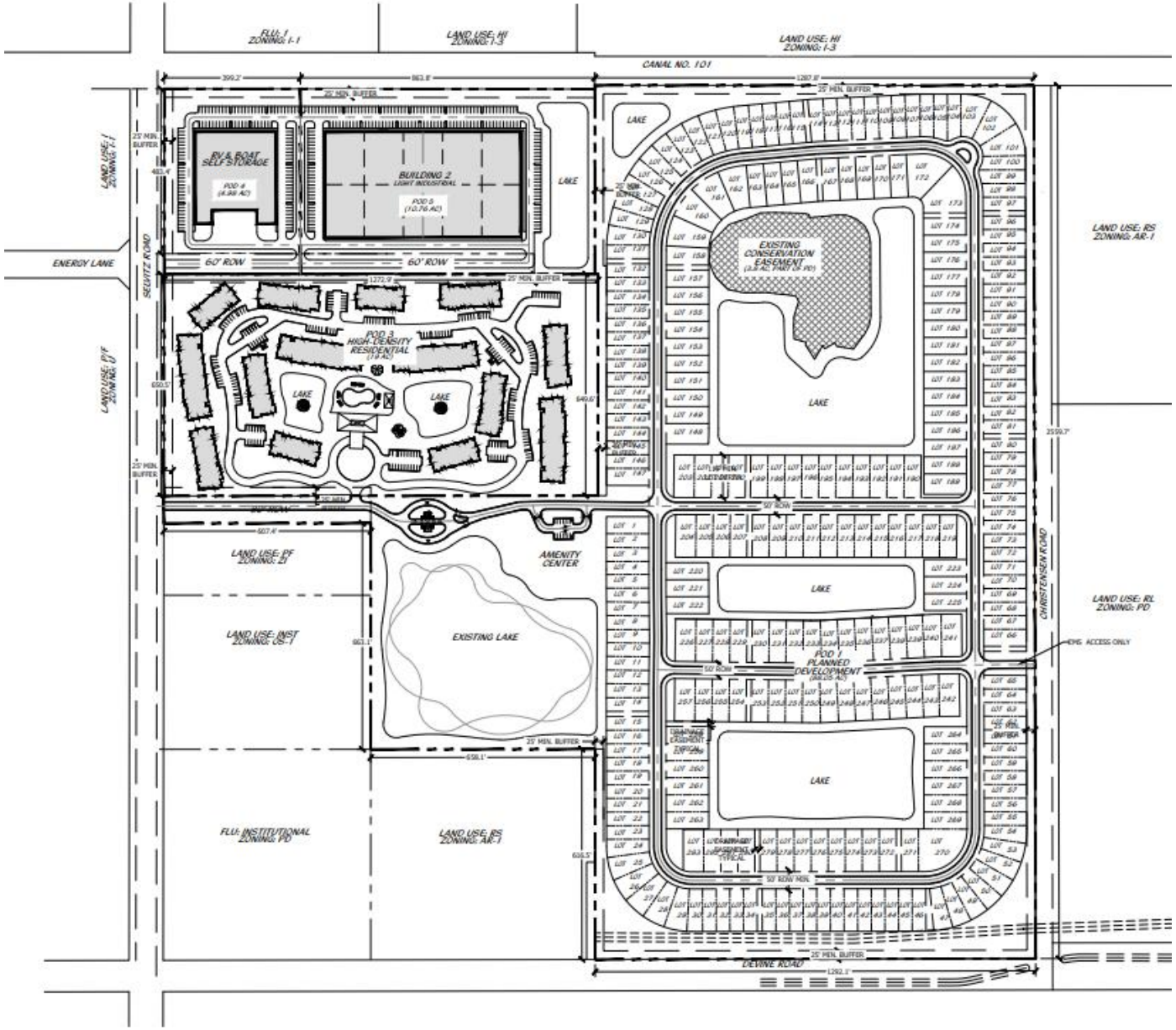
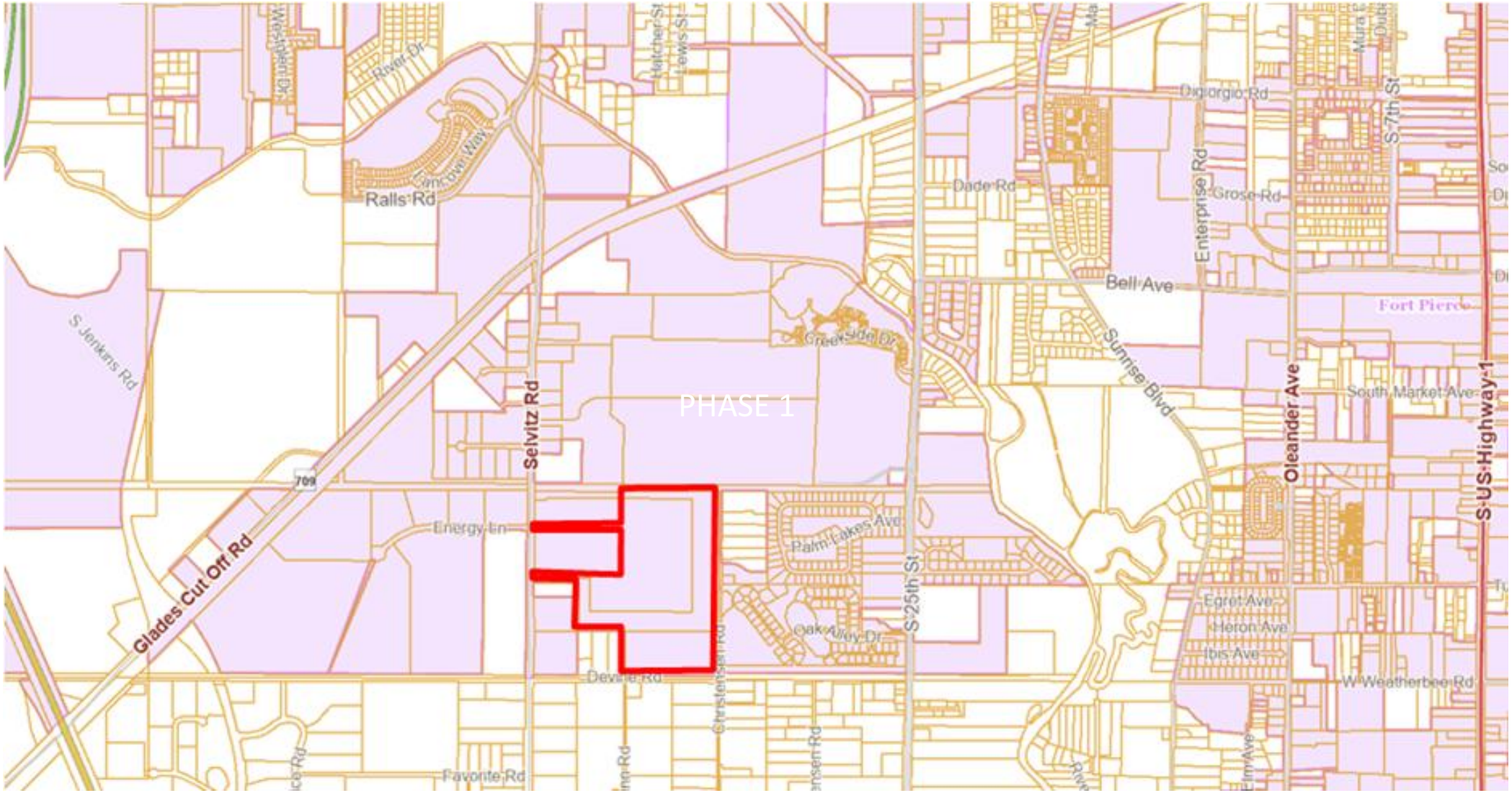
SYMPHONY LAKES – MASTER SITE PLAN – APPROVED JUNE 3, 2024



SITE LOCATION SITE AREA +/- 88 Acres



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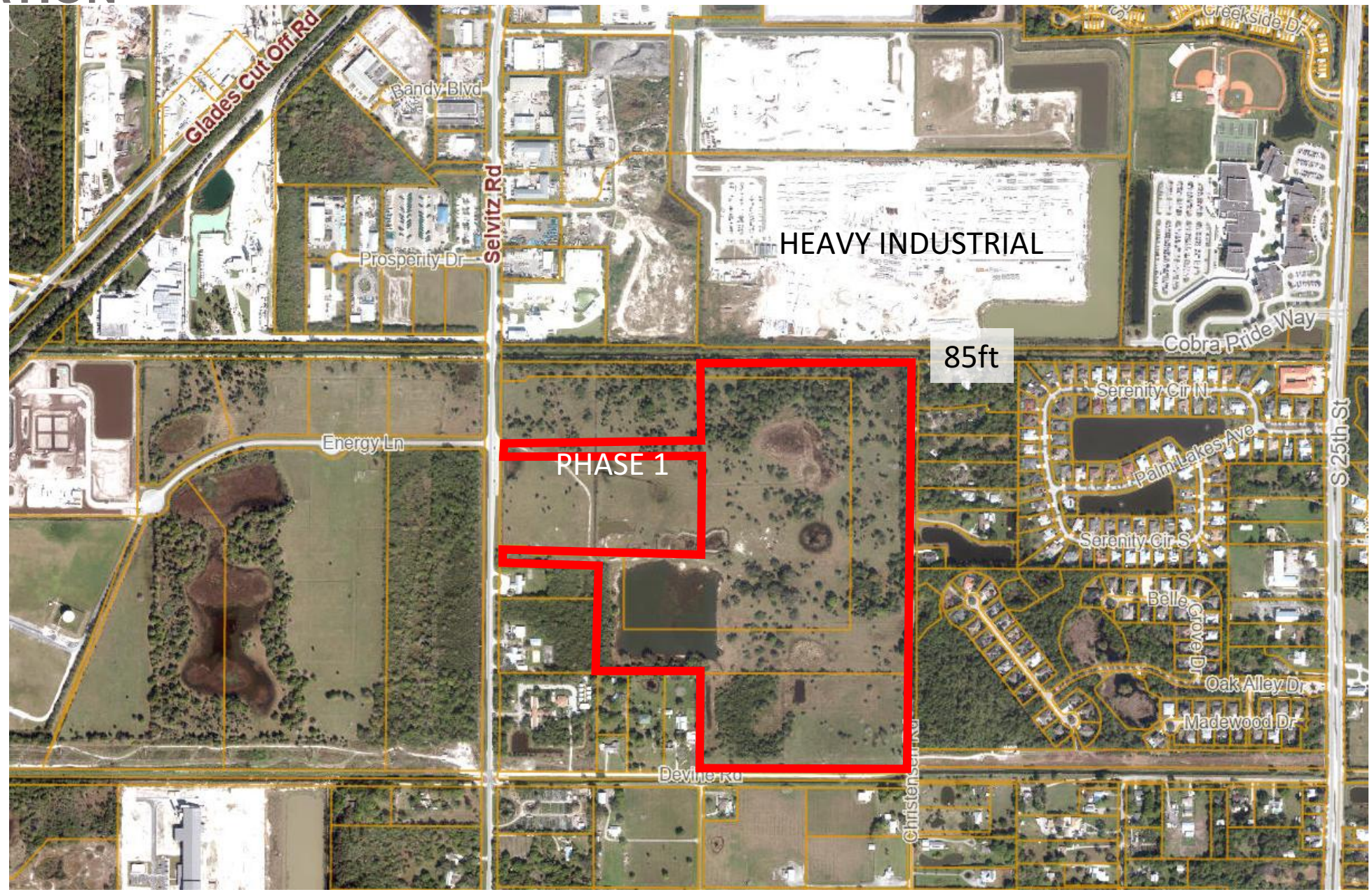
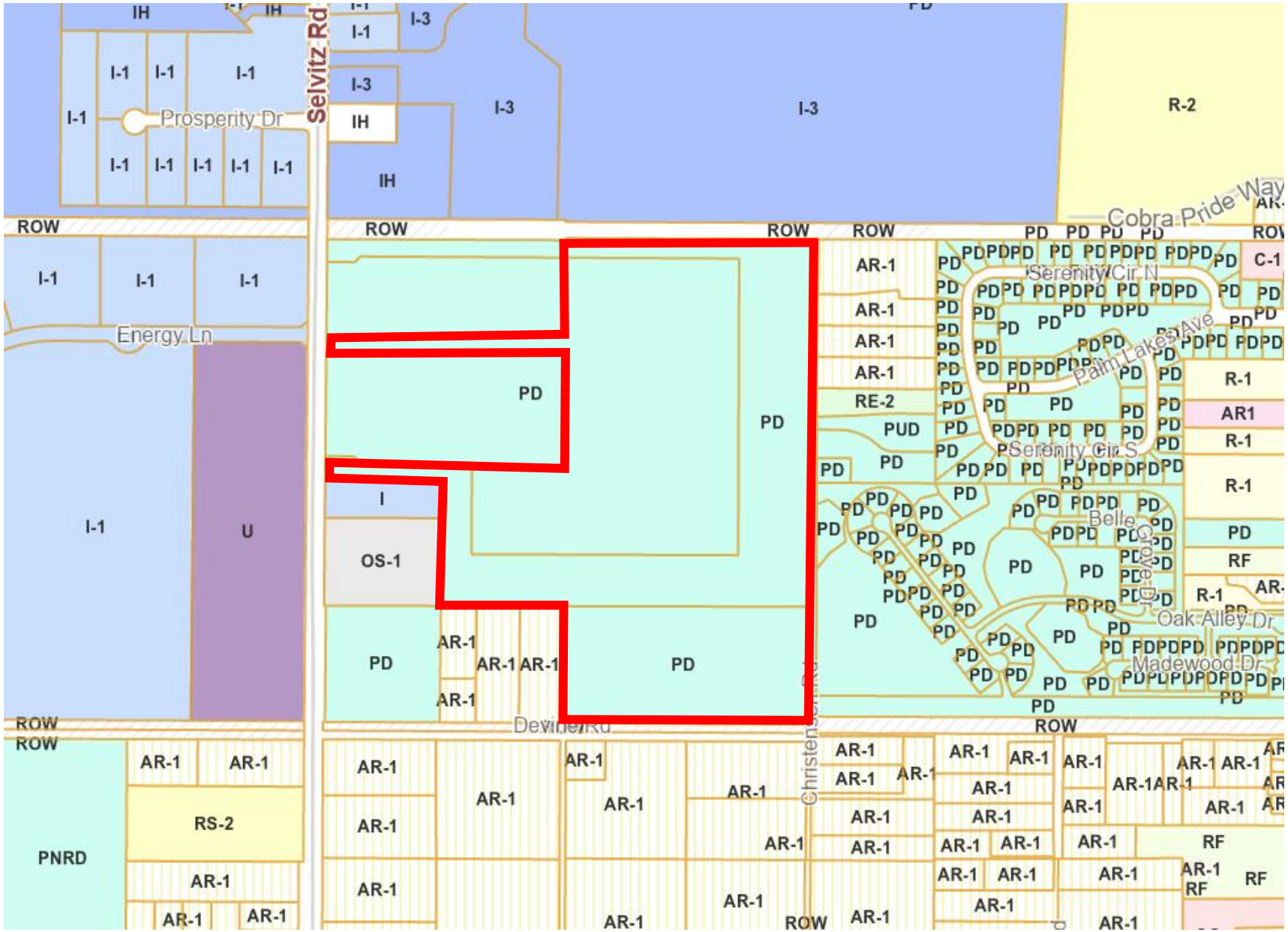
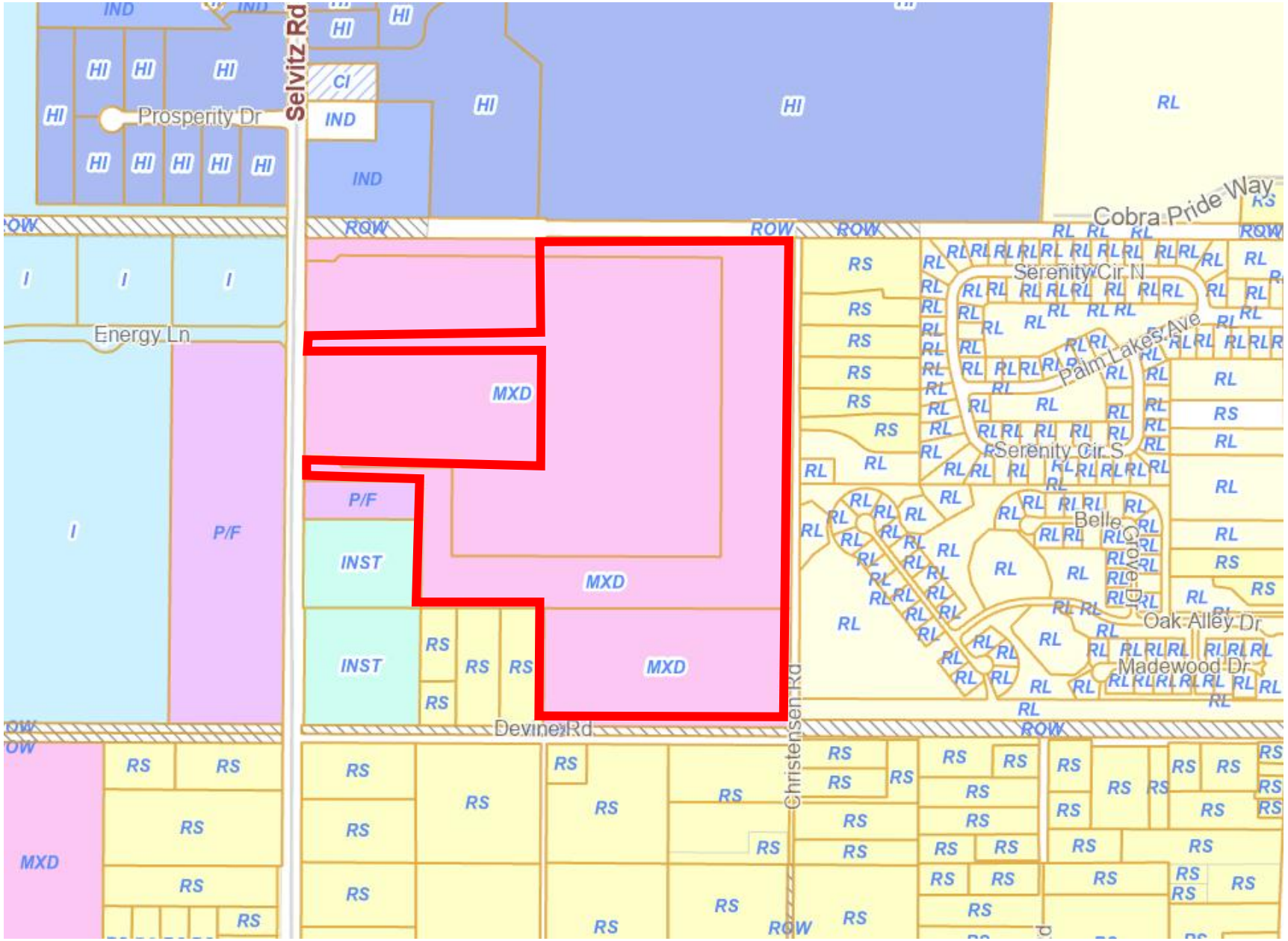


EXISTING ZONING – PD – JUNE 3, 2024



EXISTING FLU – MXD ADOPTED APRIL 1, 2024



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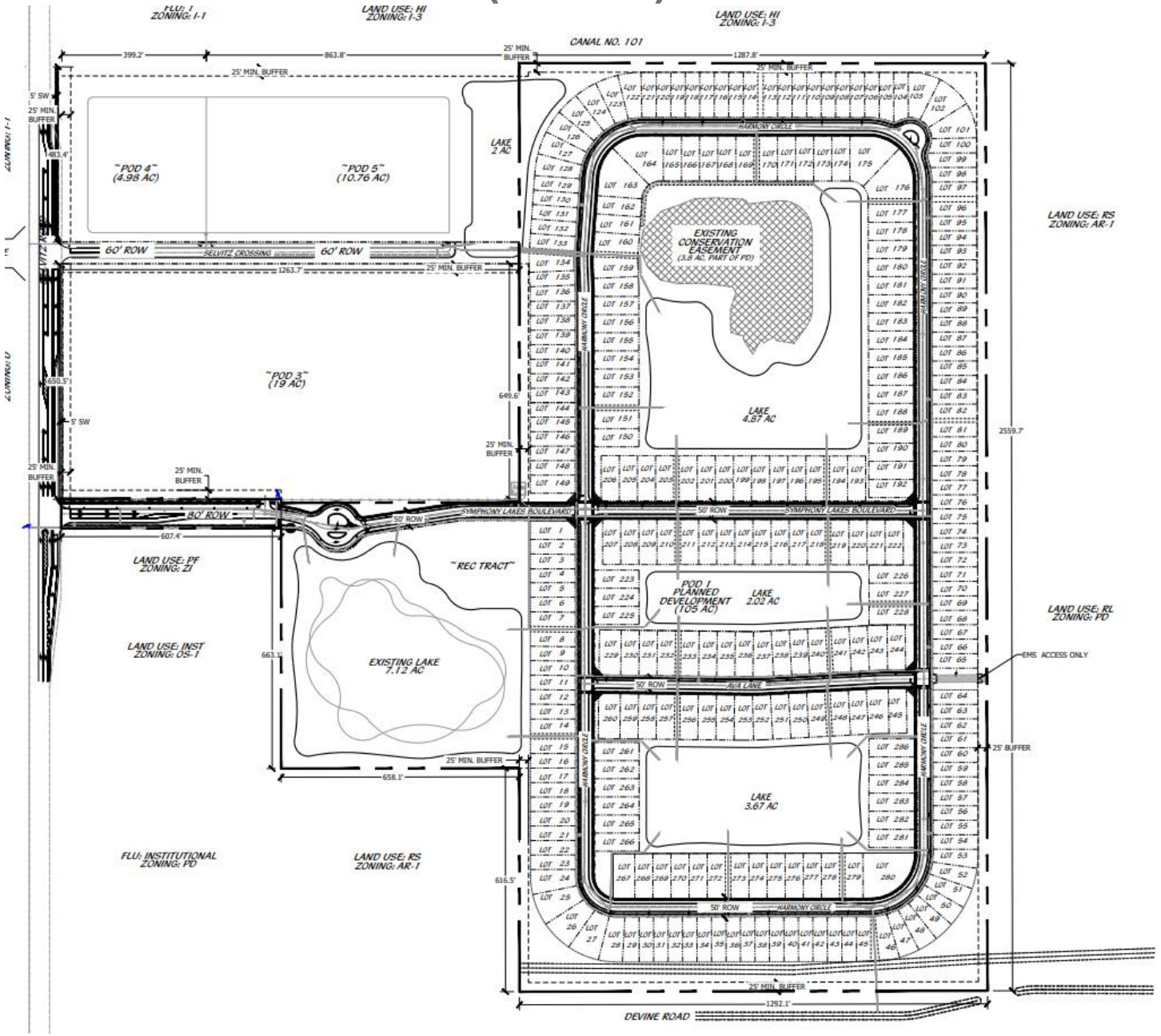
SYMPHONY LAKES FINAL PD SITE PLAN (POD 1)



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DU/AC	3.2	
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OPEN SPACE CALCULATIONS			
REQUIRED (20%)	17.61 AC		
LAKES	14 AC	MINIMUM	
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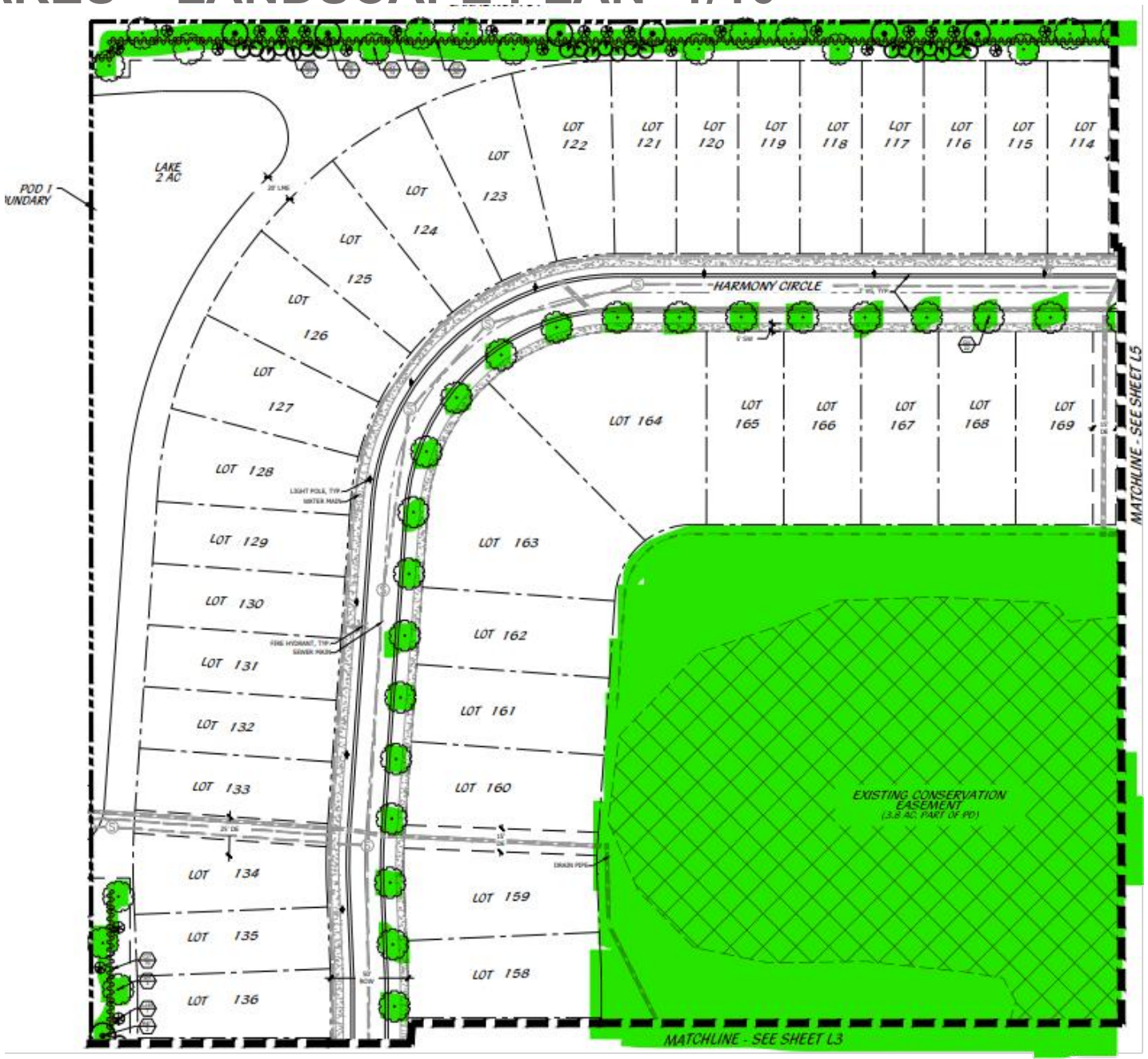
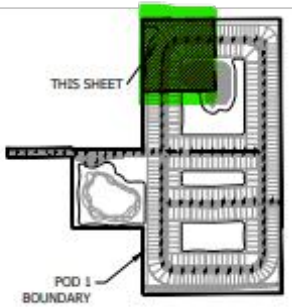
SYMPHONY LAKES – LANDSCAPE PLAN -1/10





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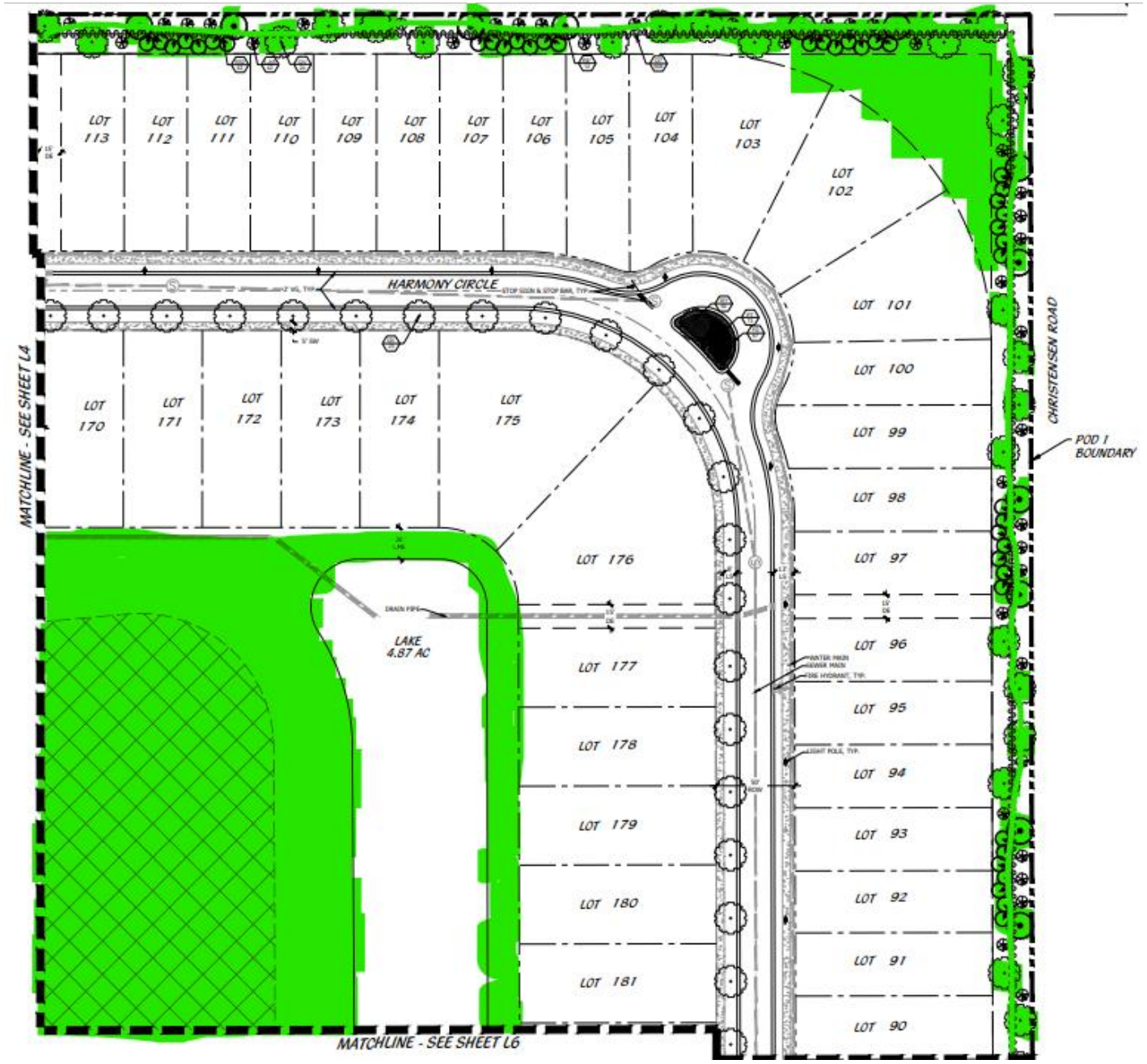
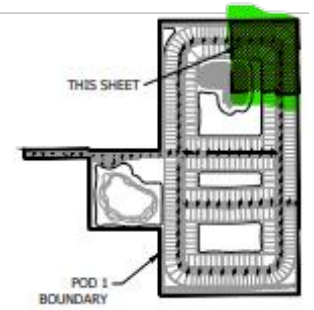
SYMPHONY LAKES – LANDSCAPE PLAN -2/10





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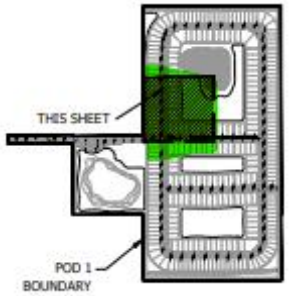
SYMPHONY LAKES – LANDSCAPE PLAN -3/10



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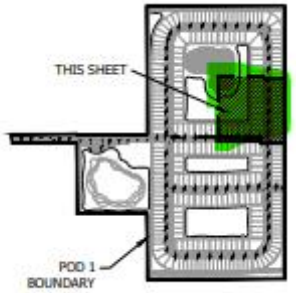

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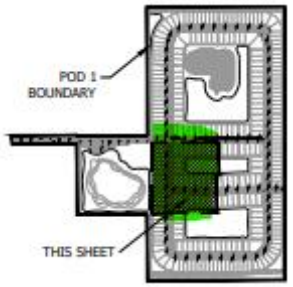
SYMPHONY LAKES – LANDSCAPE PLAN -5/10



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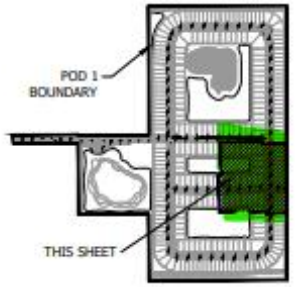

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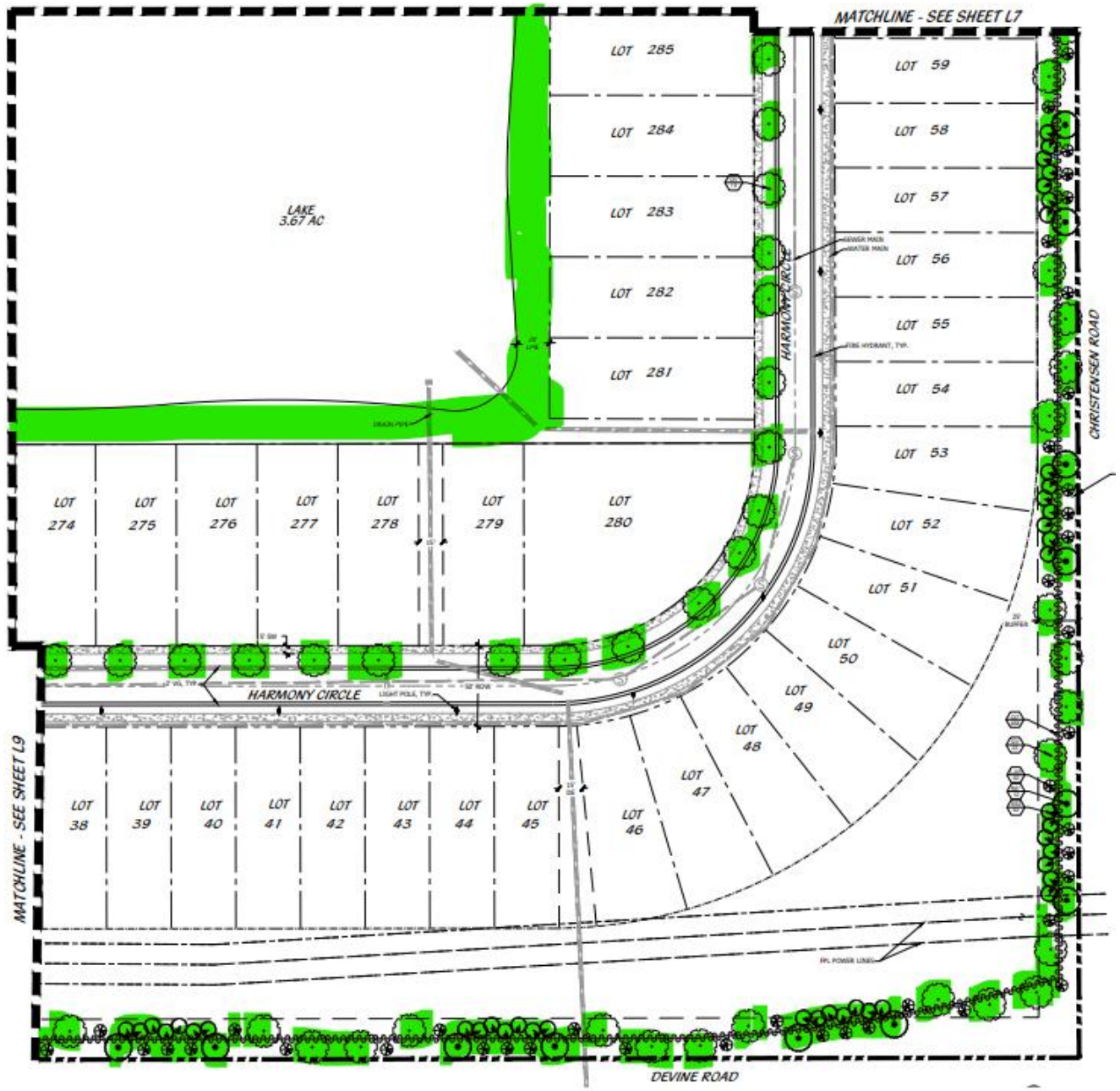

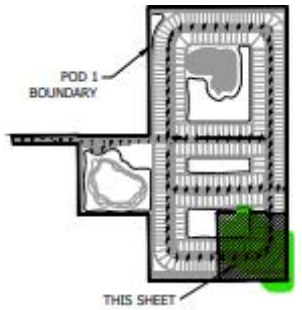

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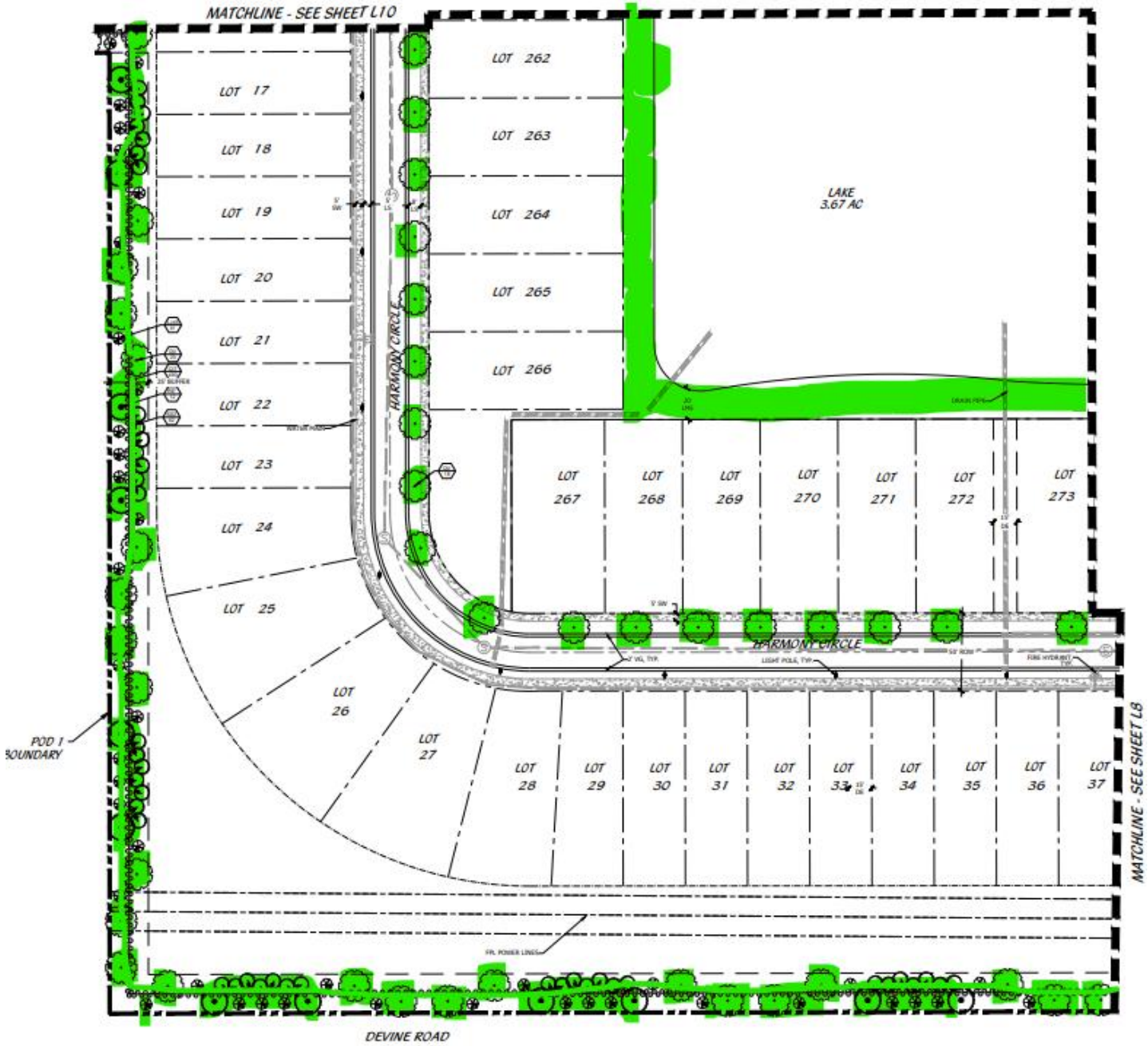

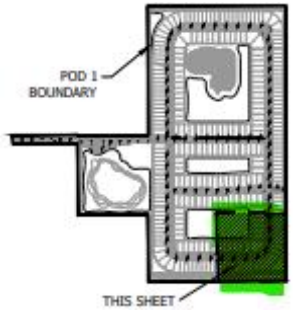

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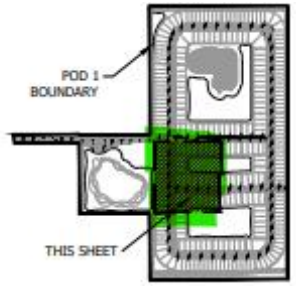

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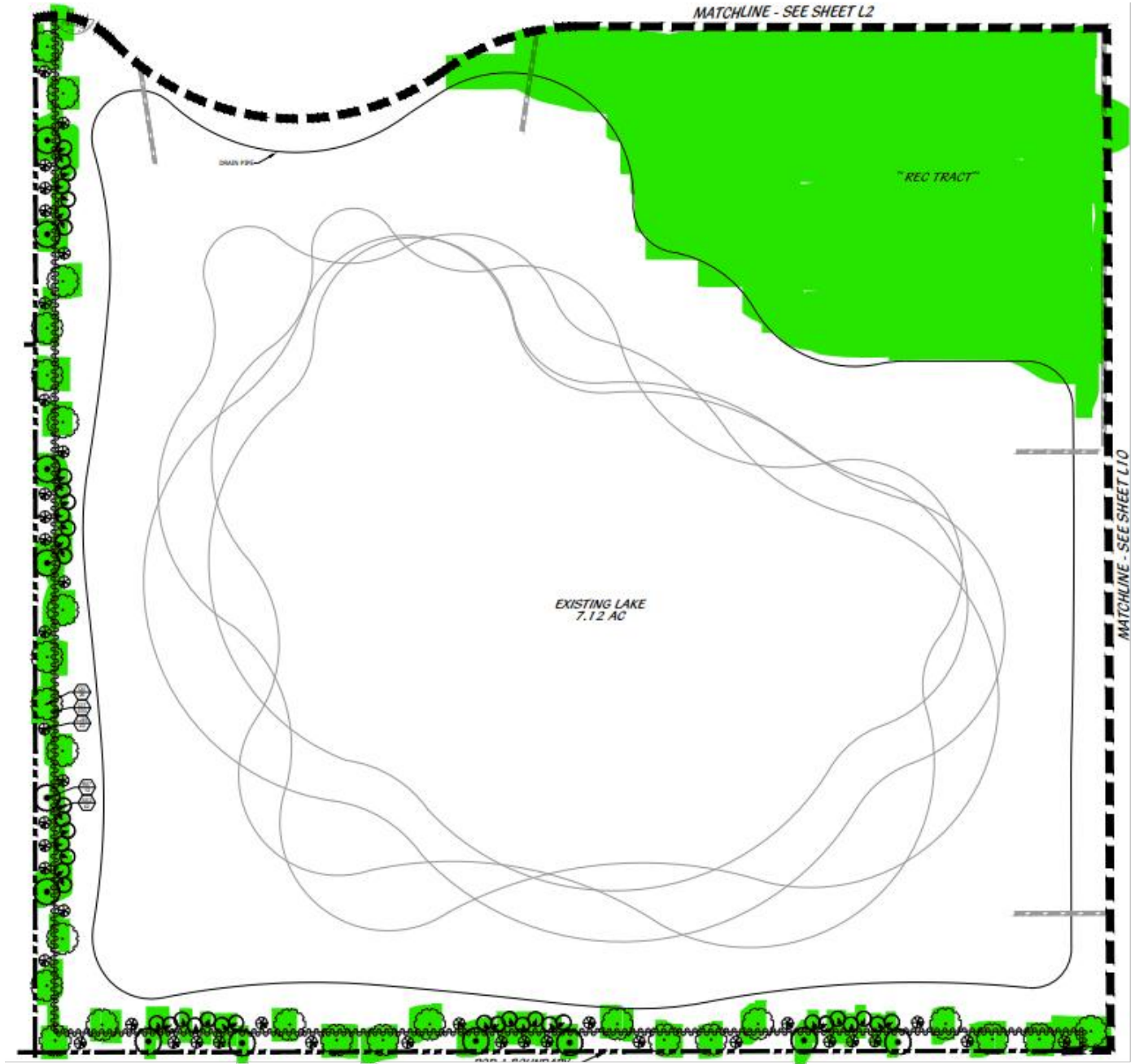
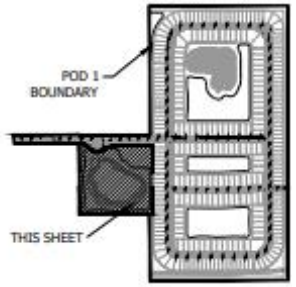
SYMPHONY LAKES – LANDSCAPE PLAN -10/10





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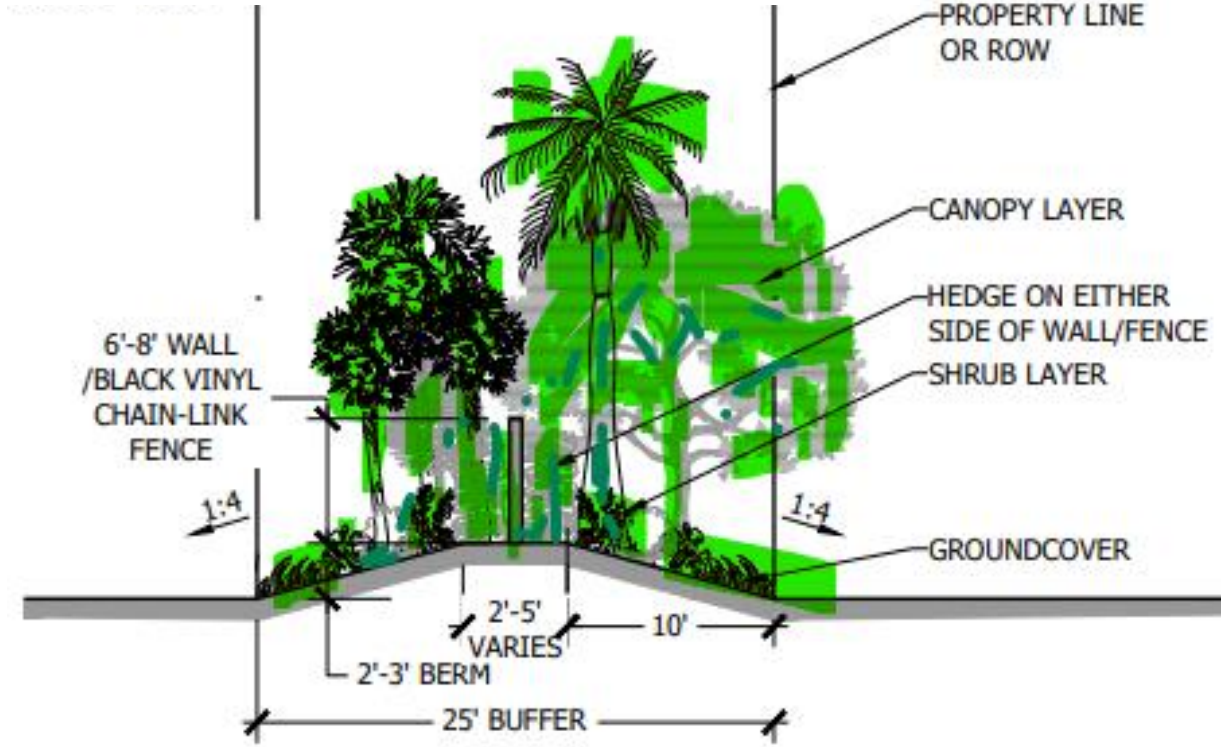
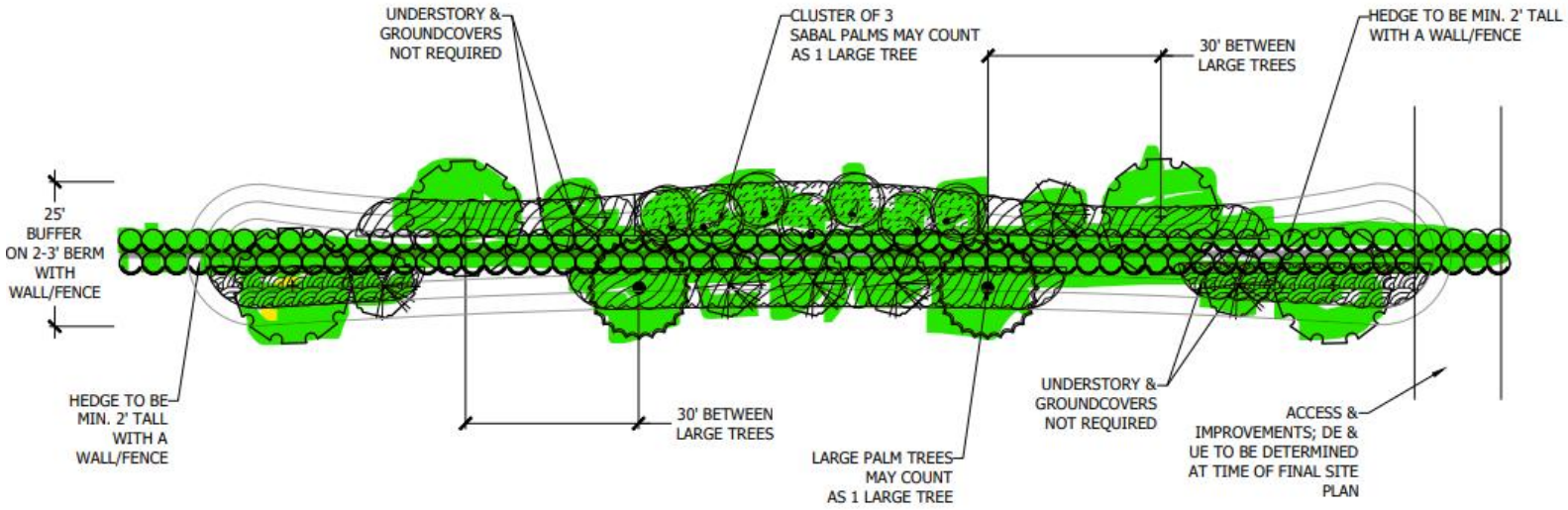
SYMPHONY LAKES – LANDSCAPE BUFFERS

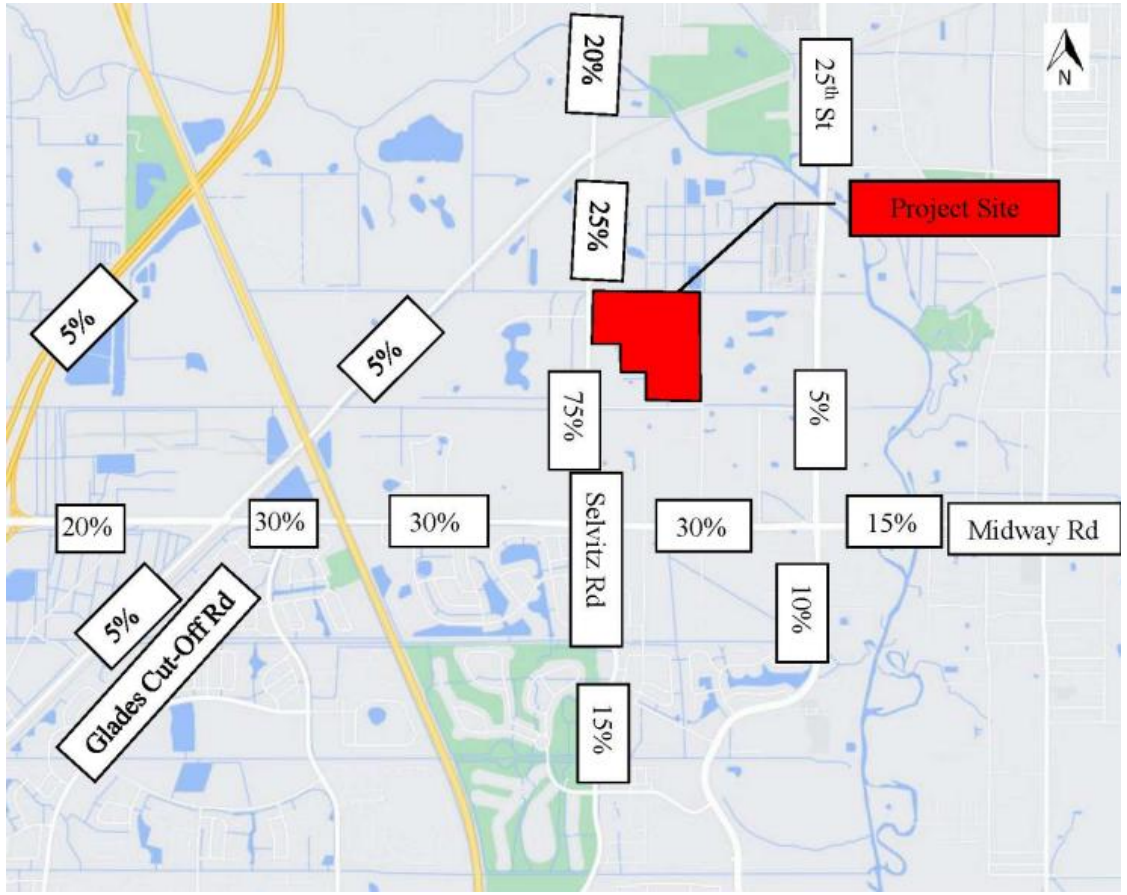




N

SYMPHONY LAKES – POD 1 TRAFFIC / TRIP GENERATION / ASSIGNMENT

ITE Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
		Trips	Total	In	Out	Total	In	Out
Proposed Site Traffic								
Single Family Detached	286 DU	2,653	194	49	145	267	168	99
NET PROPOSED TRIPS		*2,653*	*194*	*49*	*145*	*267*	*168*	*99*
Total Proposed Driveway Volumes		*2,653*	*194*	*49*	*145*	*267*	*168*	*99*



N

RECOMMENDATION

Staff recommend that the Planning Board Table the item to a date certain until the following items are resolved:

1. Confirmation of St. Lucie Traffic Review.
2. Confirmation of required Roadway improvements to Selvitz, outside of the project boundaries.
3. Confirmation of the design of buffer/wall to Christensen Rd.
4. Confirmation of the requirements of the School District.
5. Confirmation that the conditions of the ‘Conceptual’ PD have been met.

OR

ALTERNATIVE RECOMMENDATION

Approval with the following **outstanding issues** being met prior to presentation to City Commission:

A. An approval from St. Lucie County of the Traffic Impact Analysis.
B. All required Roadway improvements to Selvitz, outside of the project boundaries, are defined and accounted.
C. A buffer/wall to Christensen Rd is defined.
D. If required by the School District, an acceptably designed and located school bus stop is notated on the site plan.
E. Solid Waste service is agreed with the City's Public Works Department.
F. The requirements of the City's Engineering Department have been met.

TOGETHER with the following **Conditions** added to the Development Agreement

CONDITIONS TO BE ATTACHED TO THE DEVELOPMENT AGREEMENT

1. All required Roadway improvements (including sidewalks) shall be completed and approved prior to issuance of first certificate of completion for a dwelling in Pod 1.
2. All conditions of the ‘Conceptual’ Symphony Lakes PD have been met.
3. A Plat shall be required prior to the application for building permits in respect of vertical construction.
4. 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.
5. 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.
6. All required ROW dedication in respect of Selvitz RD shall be completed and approved prior to issuance of first certificate of completion for a dwelling in Pod 1.

ALTERNATIVE RECOMMENDATIONS

APPROVAL WITH ADDITIONAL/ALTERNATIVE CONDITIONS

OR

DENIAL

Cotleur & Hearing

Selvitz Road Mixed-Use

Final Planned Development

PD2024-00009

June 9, 2025

Planning Board Meeting

City of Fort Pierce, Florida

Project Team |

Cotleur & Hearing

- **Donald Stevenson**
- **Landscape Architects and Planners – Cotleur & Hearing**
  - Leah Heinzelmann, PLA, ASLA
  - Phoebe Prentner, ASLA
- **Civil Engineer – Mills, Short and Associates**
  - Wesley Mills, P.E., M.ASCE
  - Devin Curran, EI
- **Traffic Engineer- MacKenzie Engineering & Planning, Inc.**
  - Shaun MacKenzie, PE
- **Environmental Planner- Advanced Restoration Ecology**
  - Drew Gatewood

The PD for Symphony Lake was approved by the City Commissioners on June 3rd of 2024. Today we are presenting the site plan for Phase 1 of the approved PD.

Location | Context Road Network

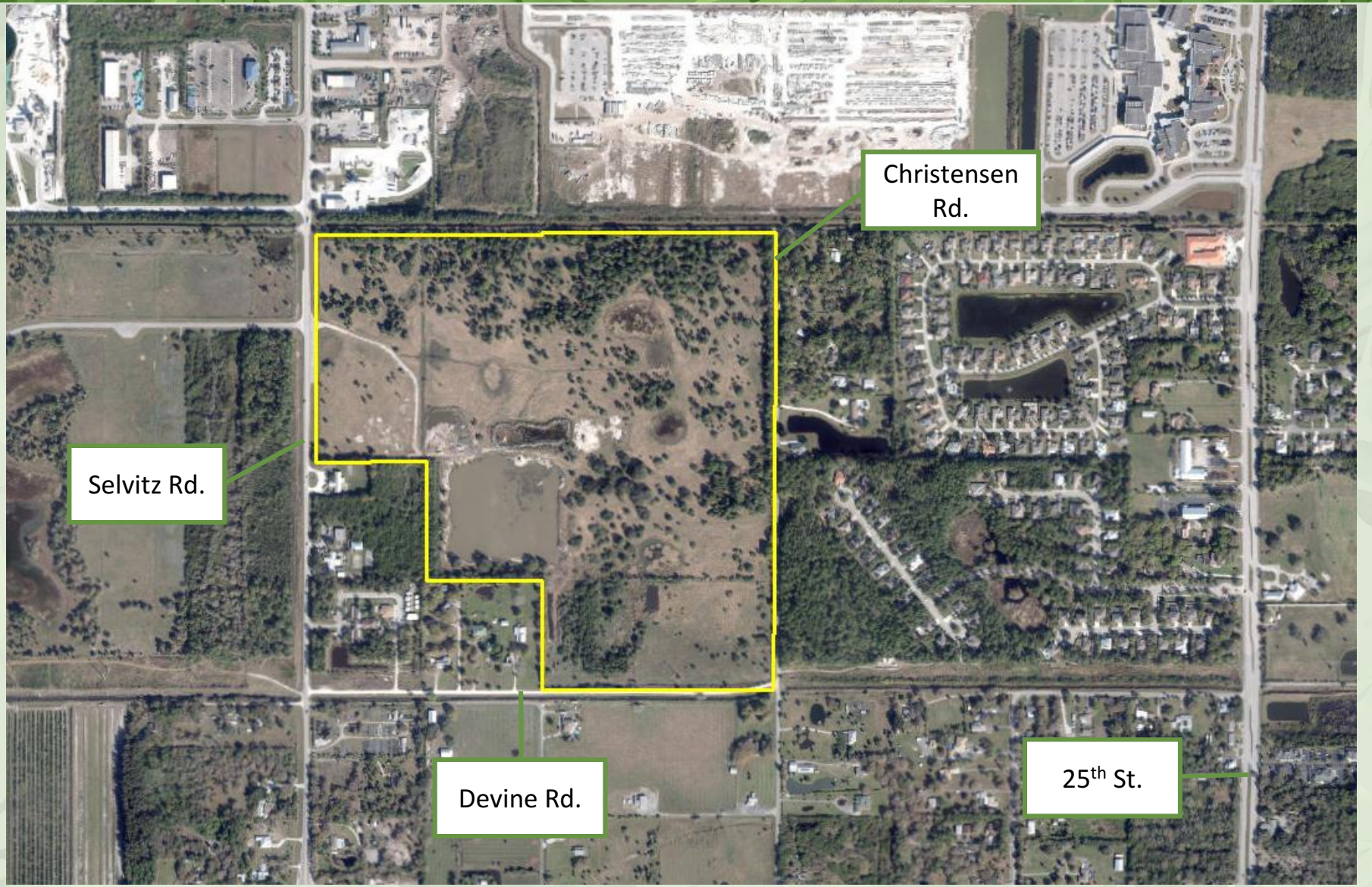
Cotleur & Hearing

Selvitz Road Mixed-Use

City of Fort Pierce, FL

Aerial | Existing Conditions

Cotleur & Hearing

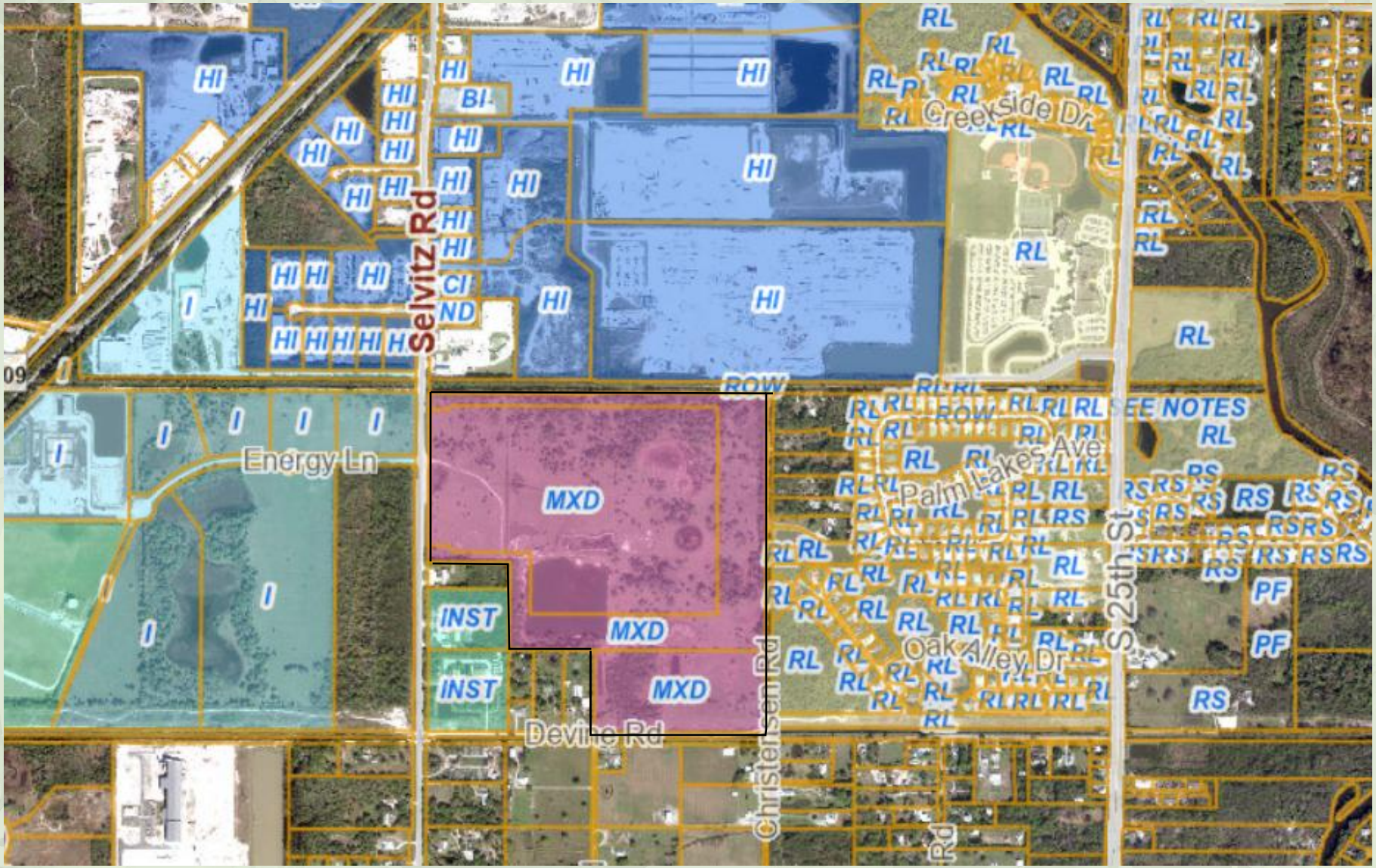


Selvitz Road Mixed-Use

City of Fort Pierce, FL

FLUM | Existing Future Land Uses

Cotleur & Hearing

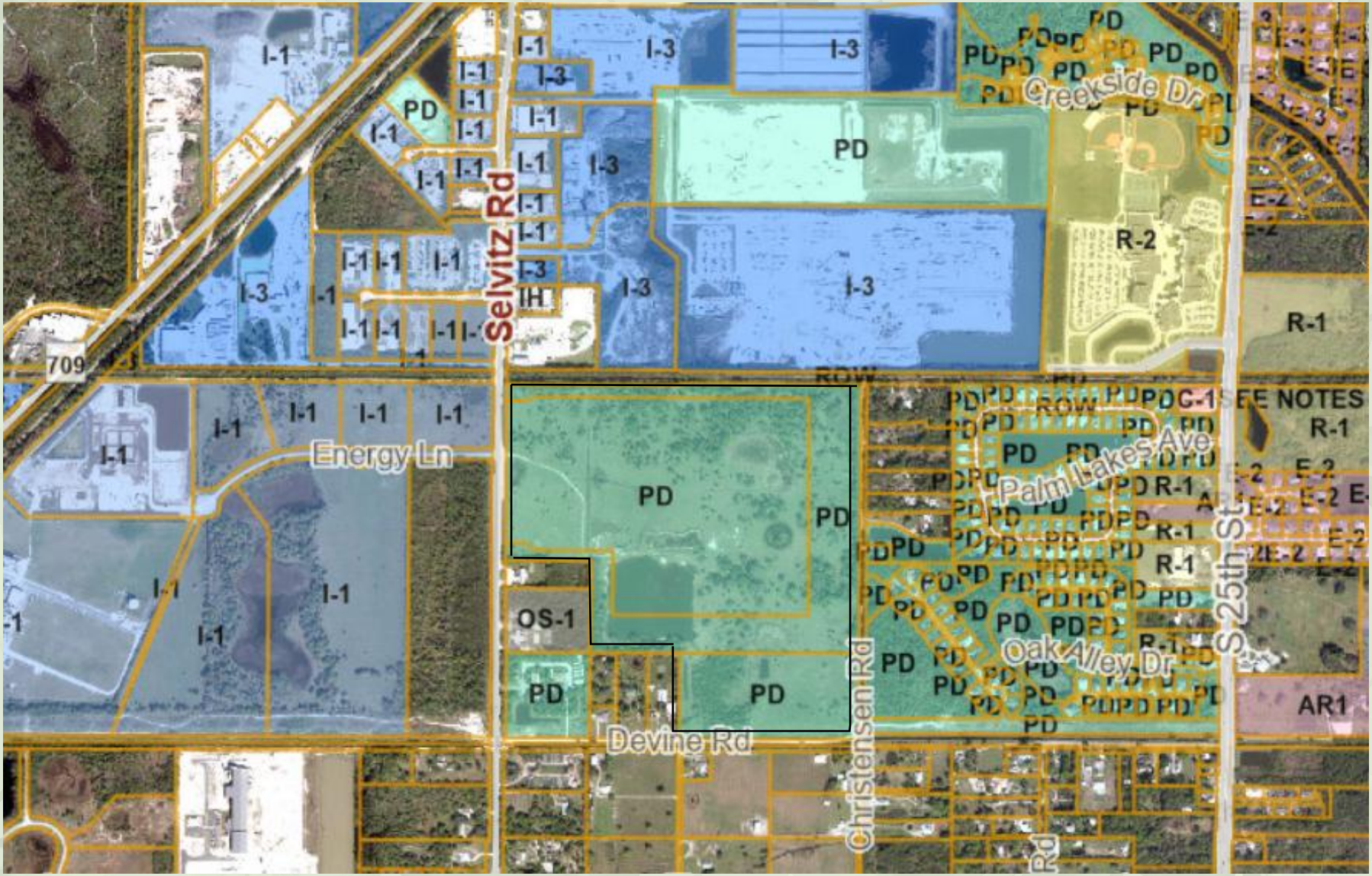


Selvitz Road Mixed-Use

City of Fort Pierce, FL

Zoning | Existing Zoning Designations

Cotleur & Hearing

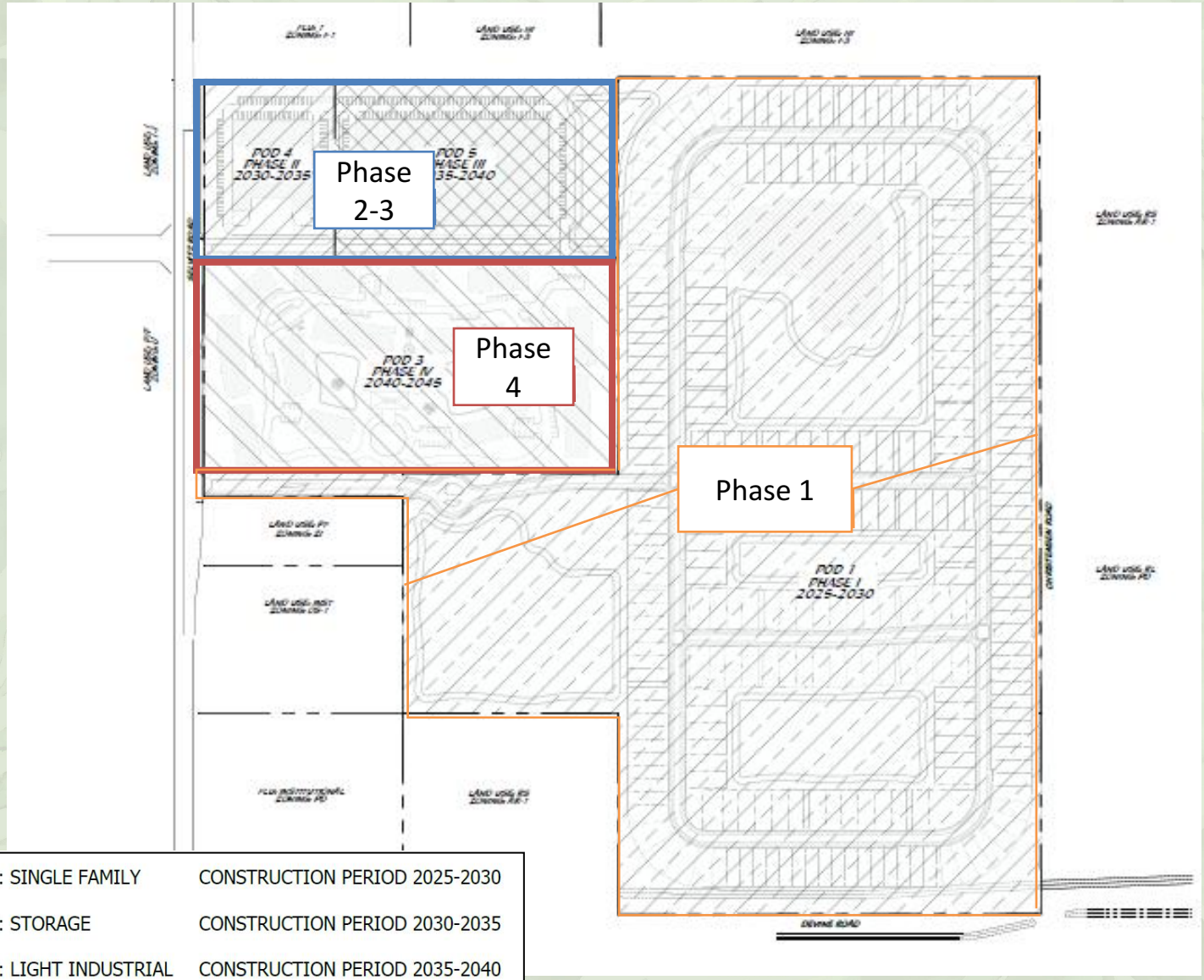


Selvitz Road Mixed-Use

City of Fort Pierce, FL

Planned Development | Phasing Plan

Cotleur & Hearing



	PHASE 1: SINGLE FAMILY	CONSTRUCTION PERIOD 2025-2030
	PHASE 2: STORAGE	CONSTRUCTION PERIOD 2030-2035
	PHASE 3: LIGHT INDUSTRIAL	CONSTRUCTION PERIOD 2035-2040
	PHASE 4: MULTIFAMILY	CONSTRUCTION PERIOD 2040-2045

Selvitz Road Mixed-Use

City of Fort Pierce, FL

Site Plan| Phase 1

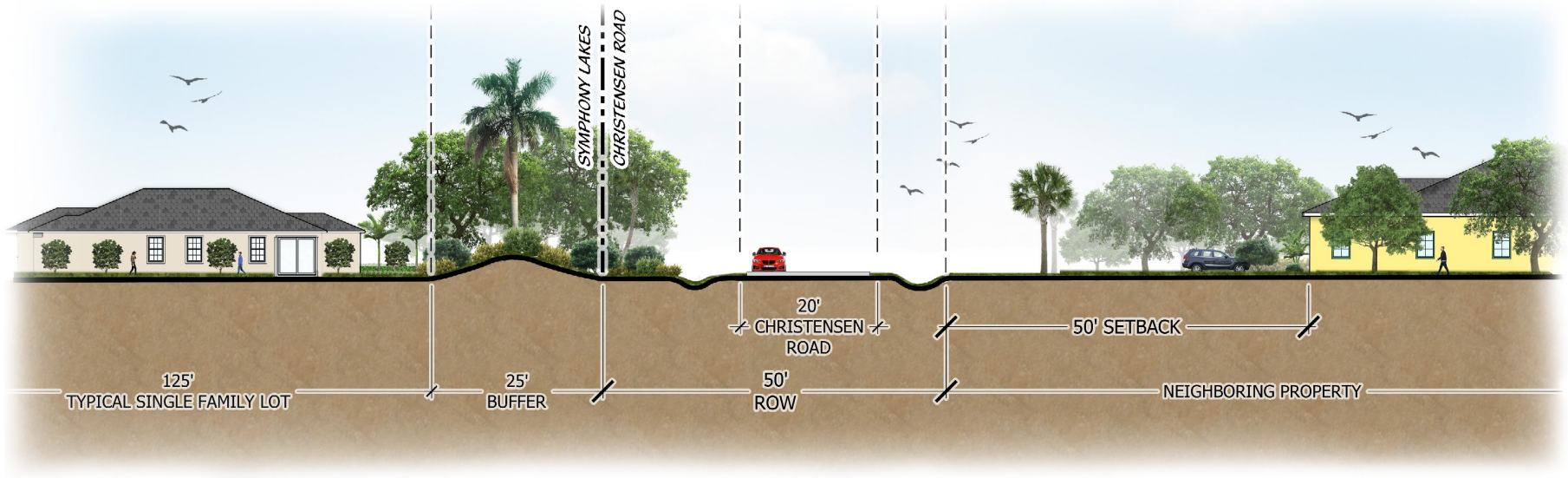
Cotleur & Hearing

Selvitz Road Mixed-Use

City of Fort Pierce, FL

Buffer Cross- Section| Phase 1

Cotleur & Hearing



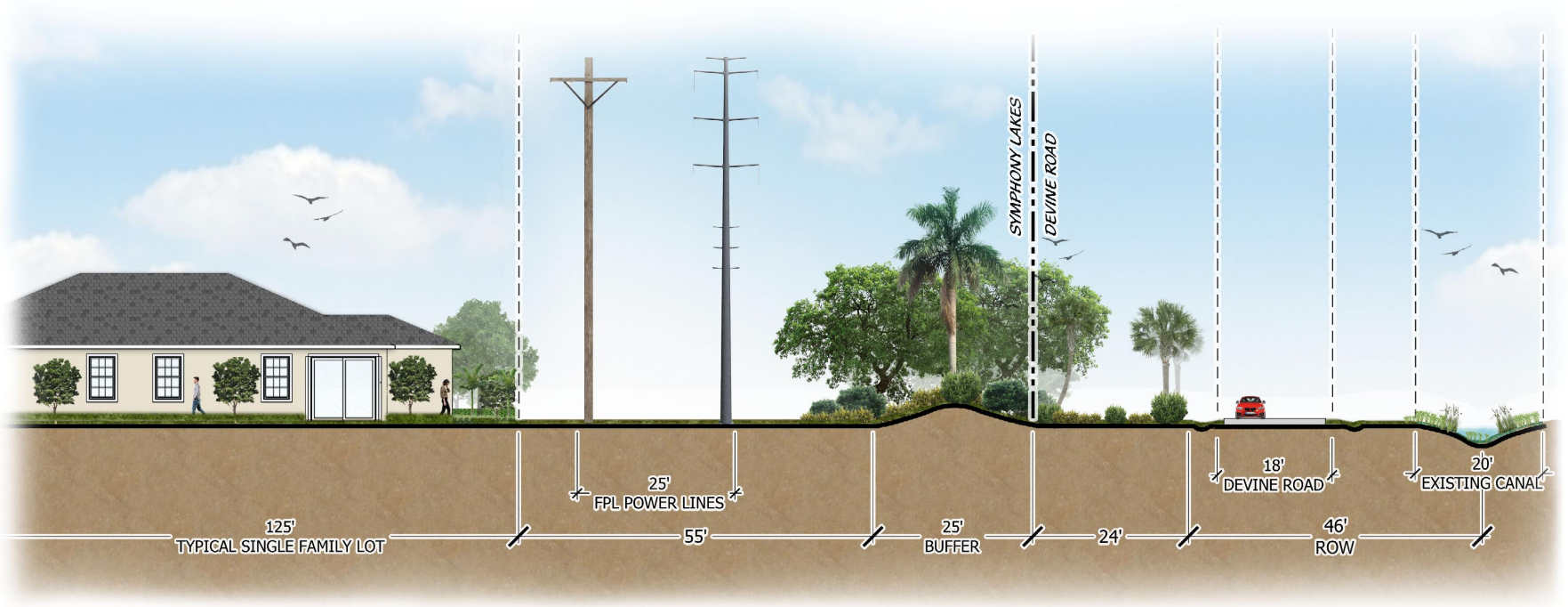
KEY MAP

CHRISTENSEN ROAD PERIMETER BUFFER

North

Buffer Cross- Section| Phase 1

Cotleur & Hearing



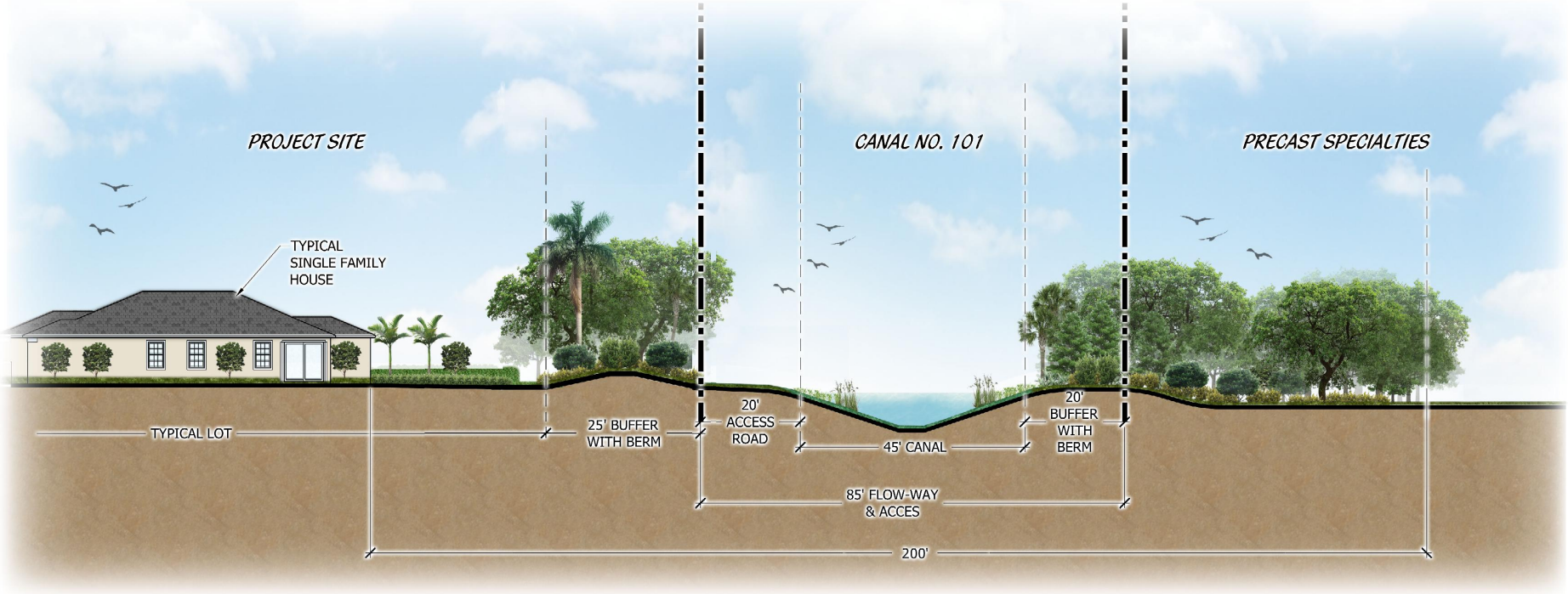
KEY MAP

DEVINE ROAD PERIMETER BUFFER

North

Buffer Cross- Section| Phase 1

Cotleur & Hearing



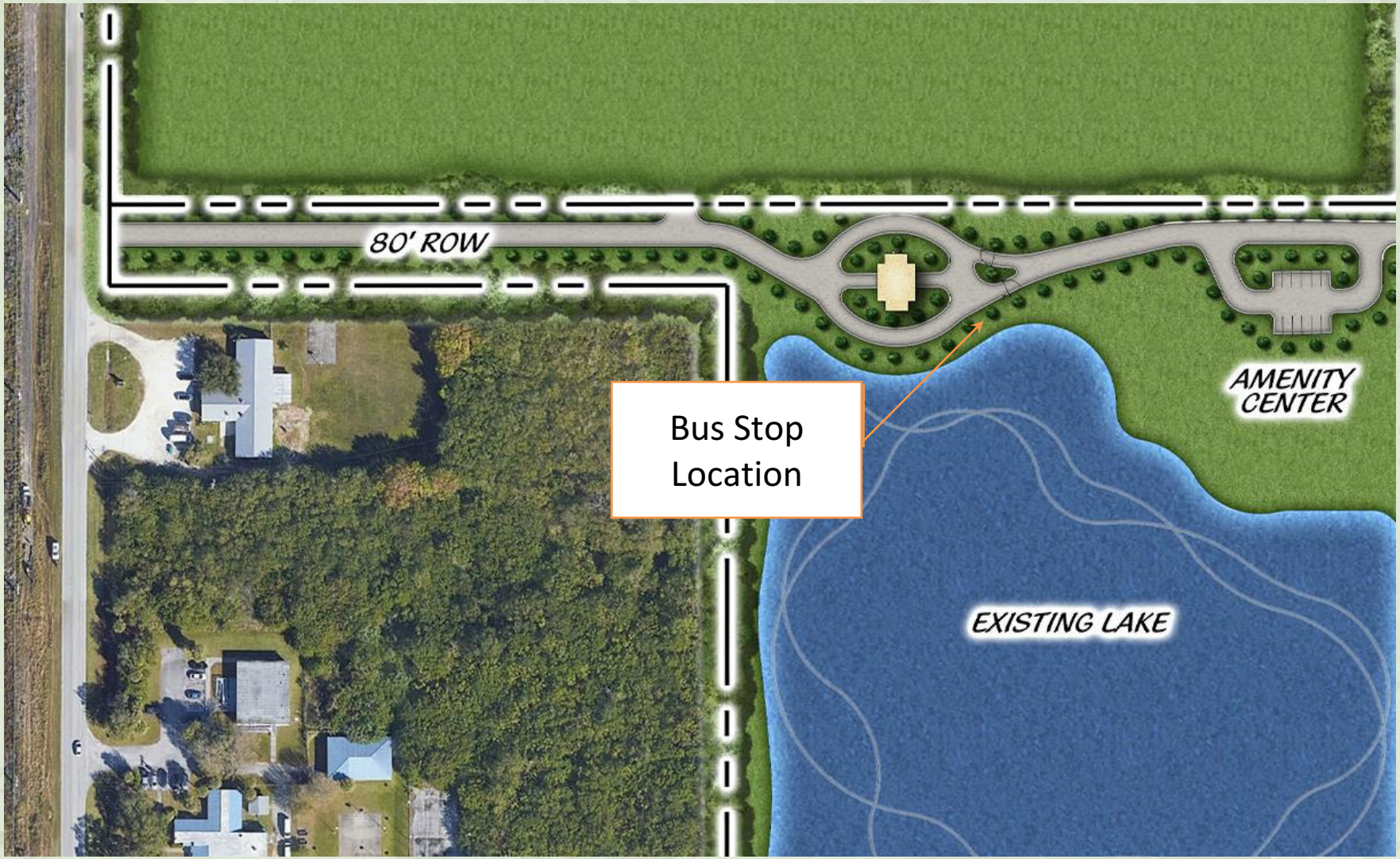
KEY MAP

INDUSTRIAL SEPERATION BUFFER

North

Site Plan| Bus Stop

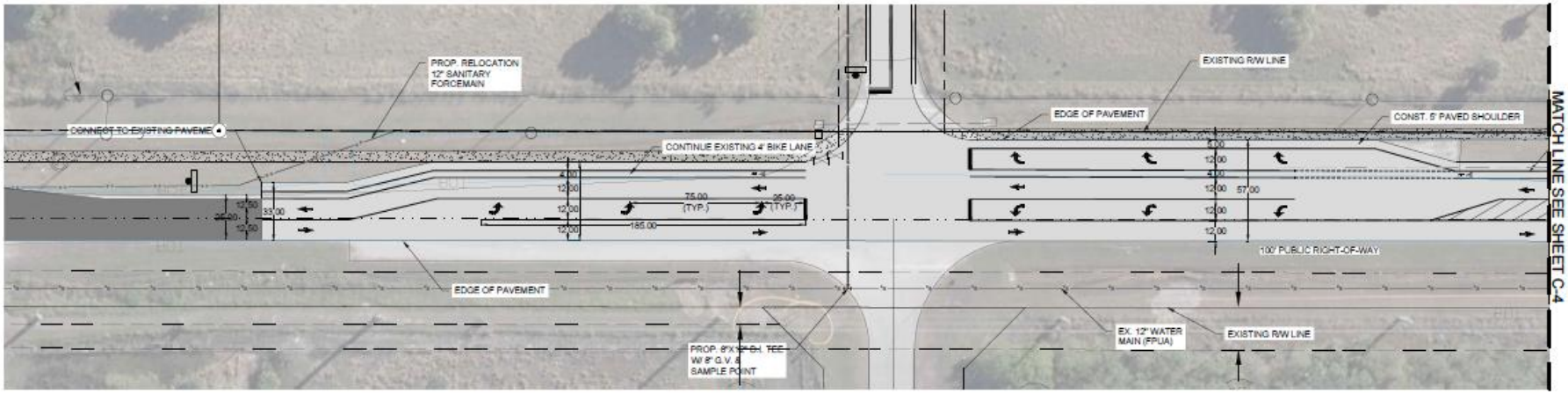
Cotleur & Hearing



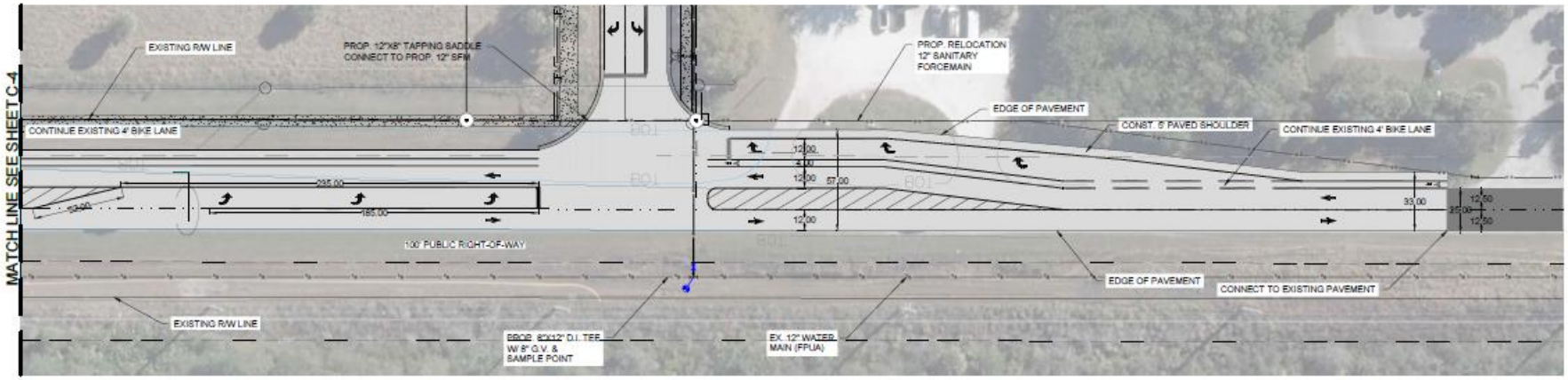
Selvitz Road Mixed-Use

City of Fort Pierce, FL

Improvements| Off Site



OFF-SITE IMPROVEMENTS (SELVITZ ROAD)
SCALE: 1" = 40'



OFF-SITE IMPROVEMENTS (SELVITZ ROAD)
SCALE: 1" = 40'

Selvitz Road Mixed-Use

City of Fort Pierce, FL

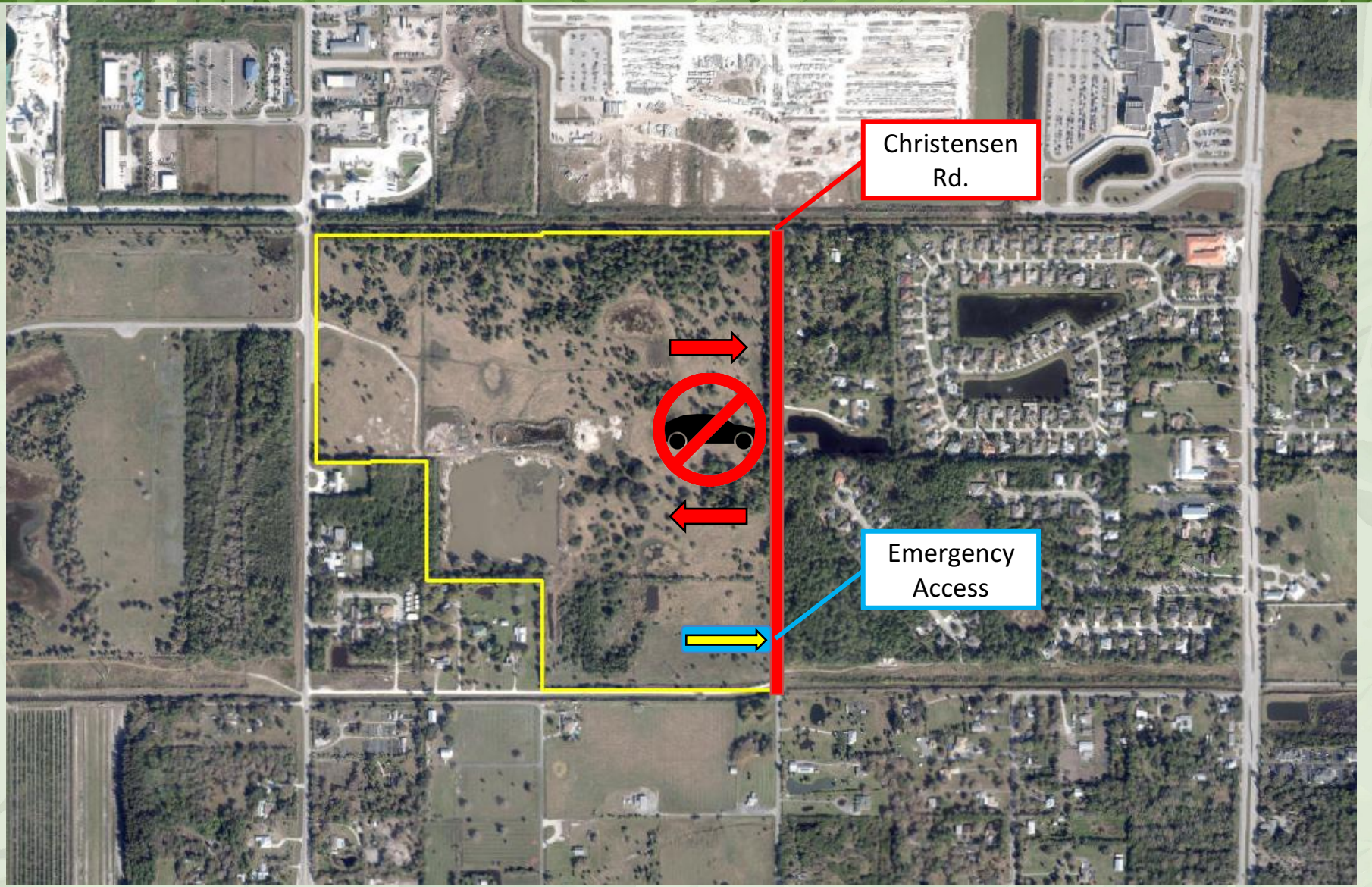
Conclusion |

The applicant and development team agree with staff's recommendation of approval with the presented conditions prior to our City Commissioner hearing for the Phase 1 Site Plan.

Thank you

Involvement| Community Meeting

Cotleur & Hearing



Selvitz Road Mixed-Use

City of Fort Pierce, FL

Planning Board - 4:00 PM **6. a.**

Meeting Date: 07/14/2025

Re: Annexation - 1903 S. 37th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

Information

SUBJECT:

PZANN2025-00002
Annexation
1903 S. 37th Street

SUMMARY:

Request to review a voluntary application for Annexation for one (1) parcel of land at 1903 S. 37th Street, Parcel ID: 2417-331-0001-000-0

The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, Neighborhood (CN). The proposed City Future Land Use designation is General Commerical (GC) and Zoning classification of General Commercial (C-3).

RECOMMENDATION:

Staff's recommendation is for the Planning Board to move the proposed annexation application for **Approval** to the City Commission.

ALTERNATIVES:

1. Recommend Approval with conditions
2. Recommend Disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff's Presentation
Applicant's Supporting Documents

Staff's Supporting Documents
Drafted Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/01/2025 12:33 PM

Form Started By: Kerry Driver
Started On: 06/26/2025 05:16 PM
Final Approval Date: 07/01/2025

CITY OF FORT PIERCE

PLANNING BOARD

July 14, 2025

Annexation

1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

APPLICANT

Giangrande Engineering & Planning

PROPERTY OWNER(S)

Troil South, LLC

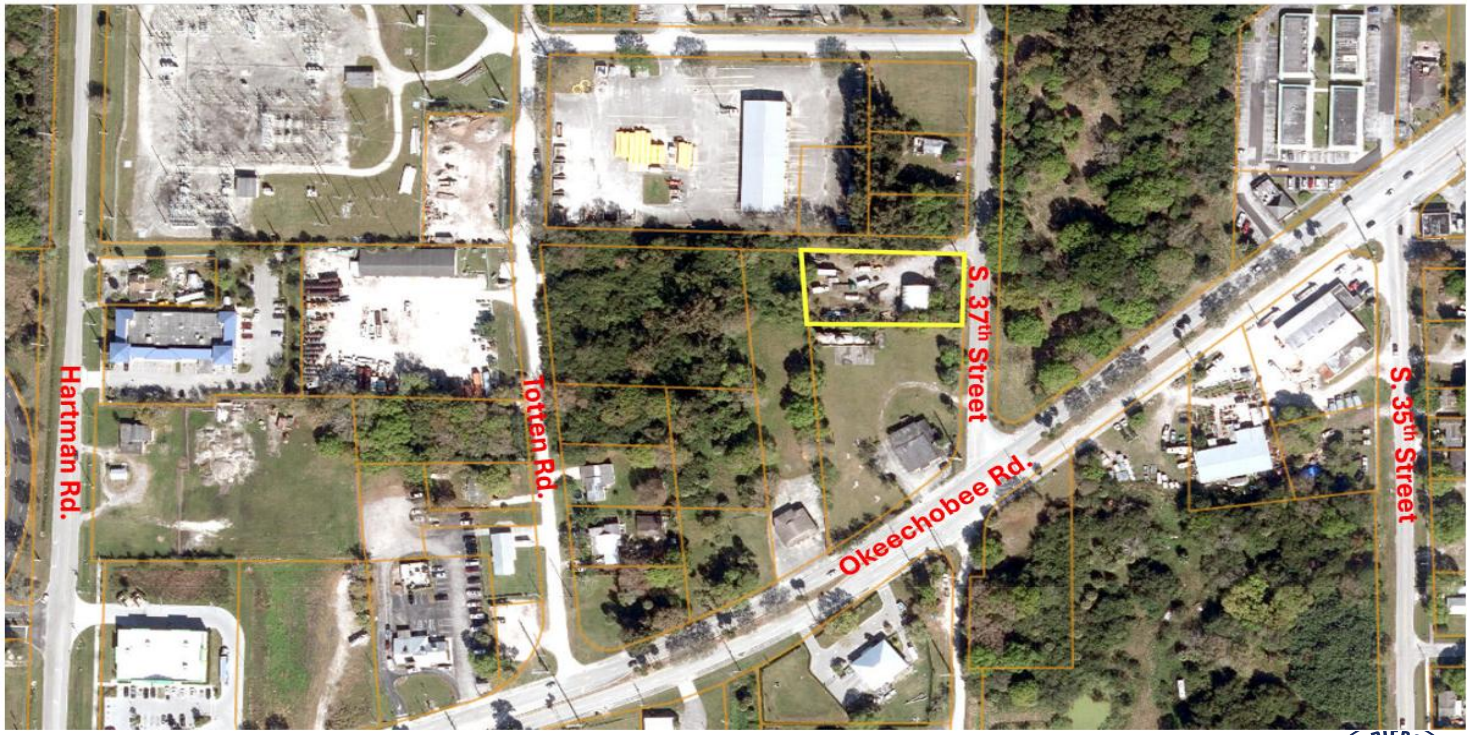
PARCEL IDs:

2417-331-0001-000-0

SUMMARY

Request to review a Voluntary Application for Annexation for one (1) parcel of land at 1903 S. 37th Street.

SITE LOCATION/AREA = 0.63 +/- acres



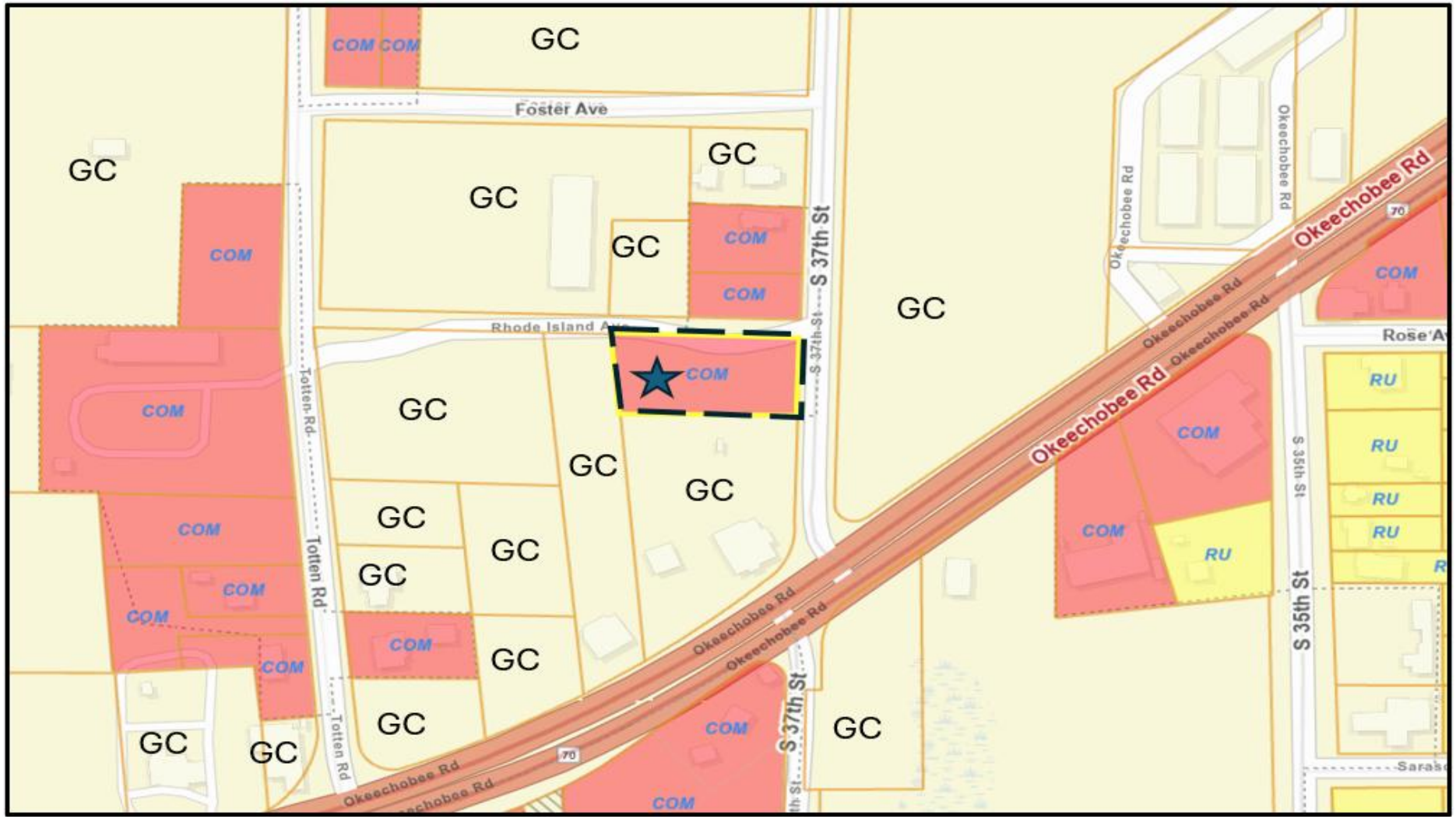
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $34,991. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

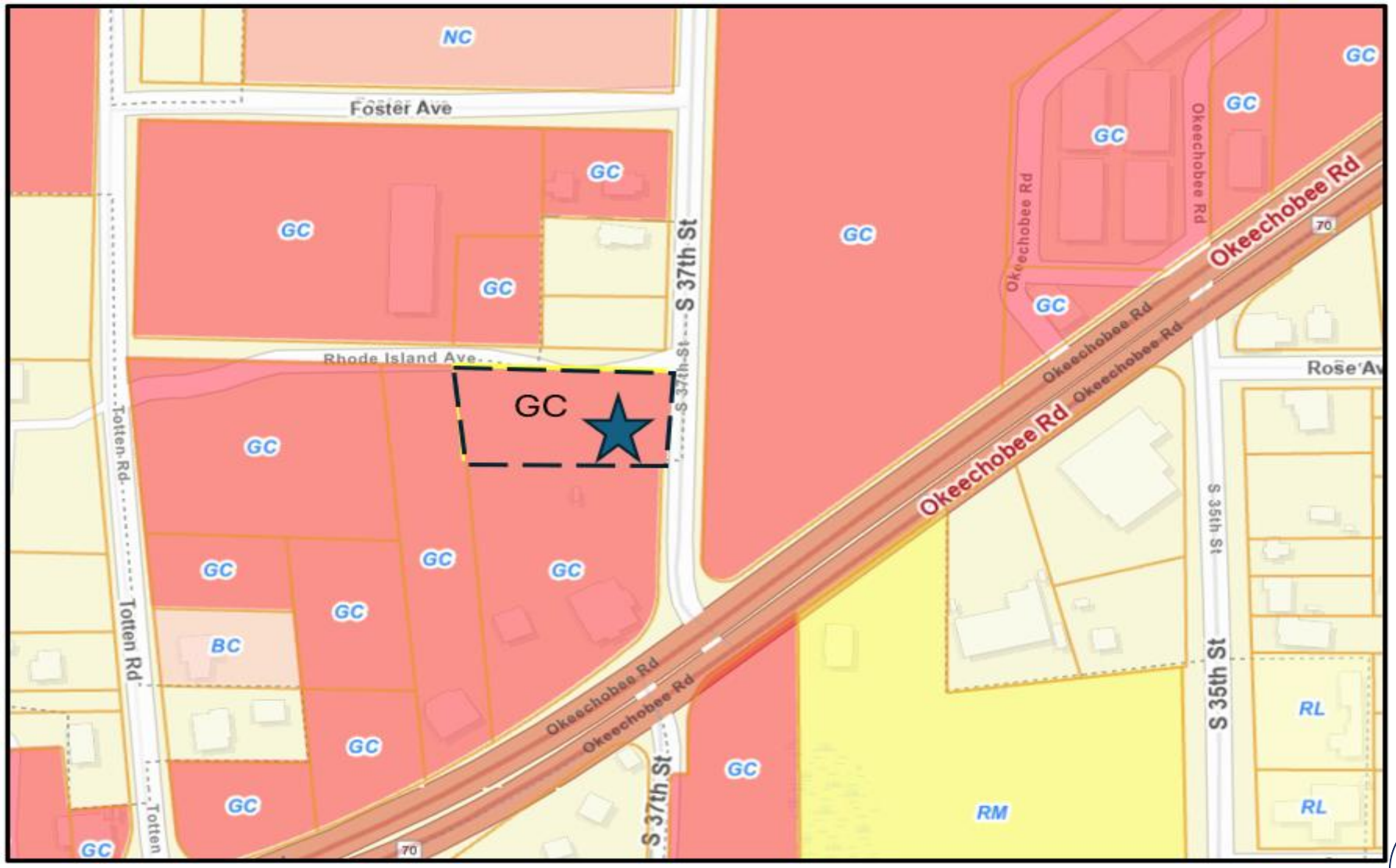
EXISTING FUTURE LAND USE: County

Current FLU: COM Commercial– (St. Lucie County)



PROPOSED FUTURE LAND USE: City

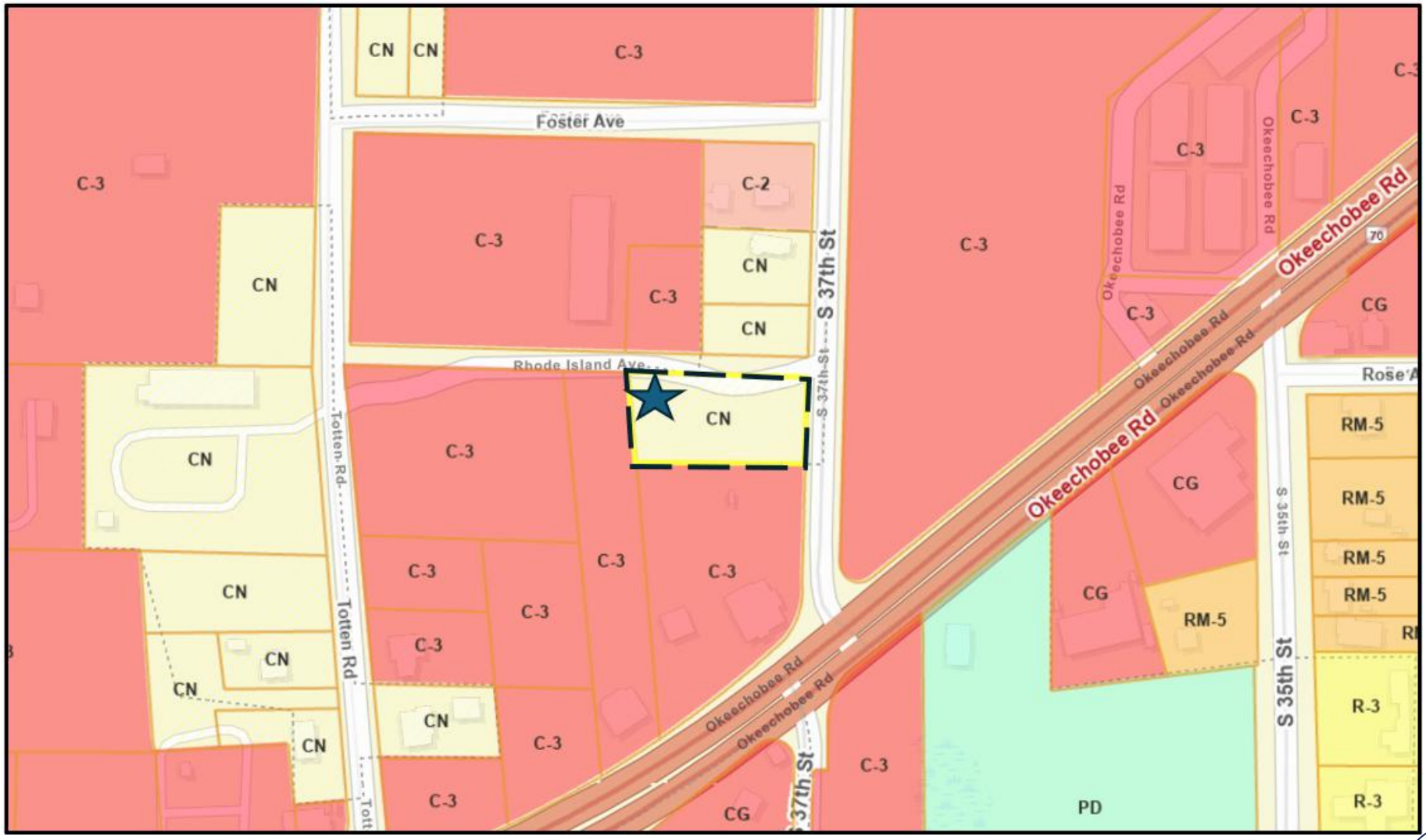
Proposed FLU: GC (General Commercial City of Fort Pierce)



1903 S. 37th Street ANNEXATION

EXISTING ZONING: County

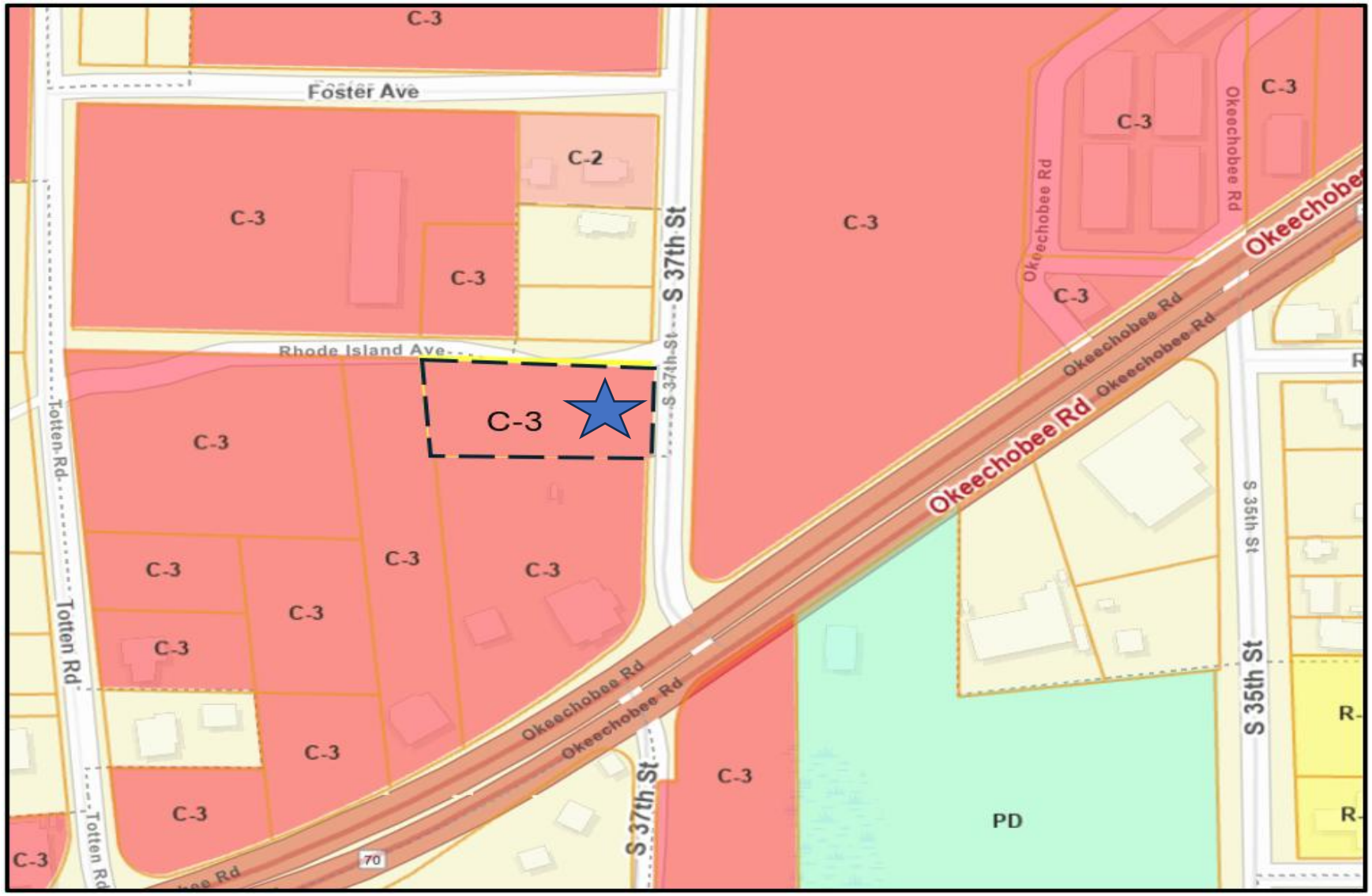
Currently Zoned: CN (Commercial Neighborhood (St. Lucie County)



1903 S. 37th Street ANNEXATION

PROPOSED ZONING: City

Proposed Zoning: G-3 (General Commercial - City of Fort Pierce)



1903 S. 37th Street ANNEXATION

FLU COMPARISON CHART

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.63	27,442.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	68,607.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	9	1.0	27,442.8 SQ.FT
	INCREASE / (DECREASE)		9		(41,164.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed annexation application for **Approval** to City Commission.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

PLANNING BOARD

July 14, 2025

Annexation

1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5422408 OR BOOK 5248 PAGE 676, Recorded 12/19/2024 08:02:59 AM Doc Tax: $6300.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
H. Randolph Klein, Esq.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, Florida 34471
Our File No.: **R2024262**
Property Appraisers Parcel Identification (Folio) Numbers: **2417-331-0010-000-6 and 2417-331-0001-000-0**
Florida Documentary Stamps in the amount of **$6,300.00** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 17th day of **December, 2024** by **TWELVE 28 LLC, a Florida limited liability company**, whose post office address is **5500 Orange Avenue, Fort Pierce, FL 34947,** herein called the Grantor, to **TROIL SOUTH, LLC, a Delaware limited liability company** whose post office address is **P.O. Box 419, Kingston, NJ 08528**, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars 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, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record, which are not intended to be reimposed hereby, and to taxes for the year 2025 and thereafter.

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

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

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

x _____
Witness #1 Signature

x Frank. H. Fee III
Witness #1 Printed Name

x 426 Avenue A
Witness #1 Post Office Address

x Fort Pierce FL 34950
Witness #1 Post Office Address continued

x _____
Witness #2 Signature

x Lisa L. Bolton
Witness #2 Printed Name

x 426 Avenue A
Witness #2 Post Office Address

x Fort Pierce, FL 34950
Witness #2 Post Office Address continued

TWELVE 28 LLC, a Florida limited liability company

By:x _____
George Douglas Miller, its Manager

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence this 17th day of December, 2024 by George Douglas Miller, the Manager of TWELVE 28 LLC, a Florida limited liability company, on behalf of the company. He is X personally known to me OR ____ produced personally known as identification.

SEALx

x _____
Notary Signature

x Lisa L. Bolton
Printed Notary Signature

My Commission Expires:**x**

LISA L. BOLTON
Commission # HH 592422
Expires November 3, 2028

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

BEGINNING at a point 25 feet West of the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 35 South, Range 40 East; run thence West 233.23 feet to a concrete monument; thence Southerly parallel to Totten's Road, 523.5 feet, more or less, to the North right-of-way line of Okeechobee Road; thence Northeasterly along said right-of-way to a point 25 feet West of the East line of the said Southwest 1/4 of the Southwest 1/4; thence along a line parallel to and 25 feet West of the East line of the said Southwest 1/4 of the Southwest 1/4, 375.7 feet, more or less, to the POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

1. The North 100 feet thereof;
2. The South 20 feet of the North 120 feet thereof;
3. Tract described as: From the Northeast corner of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East, run West on the North line of SW 1/4 of the SW 1/4, 256.97 feet to the point of beginning; thence run Southerly parallel with Totten's Road 523.5 feet to the North boundary line of Okeechobee Road; thence run Southwesterly along said road 100 feet to a stake or pipe; thence run Northerly parallel to Totten's Road 585 feet to the North line of said SW 1/4 of the SW 1/4; thence run East 83.8 feet to the Point of Beginning.
4. Parcels thereof conveyed by Harry J. Kicliter and Ethel P. Kicliter to State of Florida for rights-of-way as described in Deed Book 236, page 398 and 399, Public Records of St. Lucie County, Florida.

PARCEL 2:

The North 120 feet of the following described property:

Beginning at the Northeast corner of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East, run West 256.97 feet more or less to a stake; thence Southerly parallel to Totten's Road 523.5 feet to the North line of the Okeechobee Road right of way; thence Northeasterly along said right of way to the East line of said SW 1/4 or SW 1/4; thence North along said East line 375.7 feet, more or less, to the point of beginning.

Except right of way now used for public roads.

BOUNDARY SURVEY

LEGAL DESCRIPTION:

THE NORTH 120 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST 256.97 FEET MORE OR LESS TO A STAKE; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD 523.5 FEET TO THE NORTH LINE OF THE OKEECHOBEE ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO THE EAST LINE OF SAID SW 1/4 OR SW 1/4; THENCE NORTH ALONG SAID EAST LINE 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING: EXCEPT RIGHT OF WAY NOW USED FOR PUBLIC ROADS. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, AND EASEMENTS OF RECORD, IF ANY; THIS REFERENCE TO SAID RESTRICTIONS SHALL NOT OPERATE TO REIMPOSE THE SAME, AND TAXES FOR THE CURRENT AND SUBSEQUENT YEARS. GRANTOR COVENANTS WITH GRANTEE THAT THE ABOVE DESCRIBED PROPERTY IS COMMERCIAL REAL PROPERTY AND IS NOT NOW, NOR HAS IT EVER BEEN, THE HOMESTEAD OF GRANTOR OR THE SPOUSE OF GRANTOR WHO LIVE ELSEWHERE IN ST. LUCIE COUNTY, FLORIDA.

BEGINNING AT A POINT 25 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; RUN THENCE WEST 233.23 FEET TO A CONCRETE MONUMENT; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD, 523.5 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO A POINT 25 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG A LINE PARALLEL TO AND 25 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING: 1. THE NORTH 100 FEET THEREOF; 2. THE SOUTH 20 FEET OF THE NORTH 120 FEET THEREOF; 3. TRACT DESCRIBED AS: FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTHERLY PARALLEL WITH TOTTEN'S ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD; THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE; THENCE RUN NORTHERLY PARALLEL TO TOTTEN'S ROAD 585 FEET TO THE NORTH LINE OF SAID SW 1/4 OF THE SW1/4; THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING. 4. PARCELS THEREOF CONVEYED BY HARRY J. KICLITER AND ETHEL P. KICLITER TO STATE OF FLORIDA FOR RIGHTS-OF-WAY AS DESCRIBED IN DEED BOOK 236, PAGE 398 AND 399, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

COMMUNITY NUMBER: 120285
PANEL: 0186
SUFFIX: J
F.I.R.M. DATE:
FLOOD ZONE: X
FIELD WORK: 11/15/2024

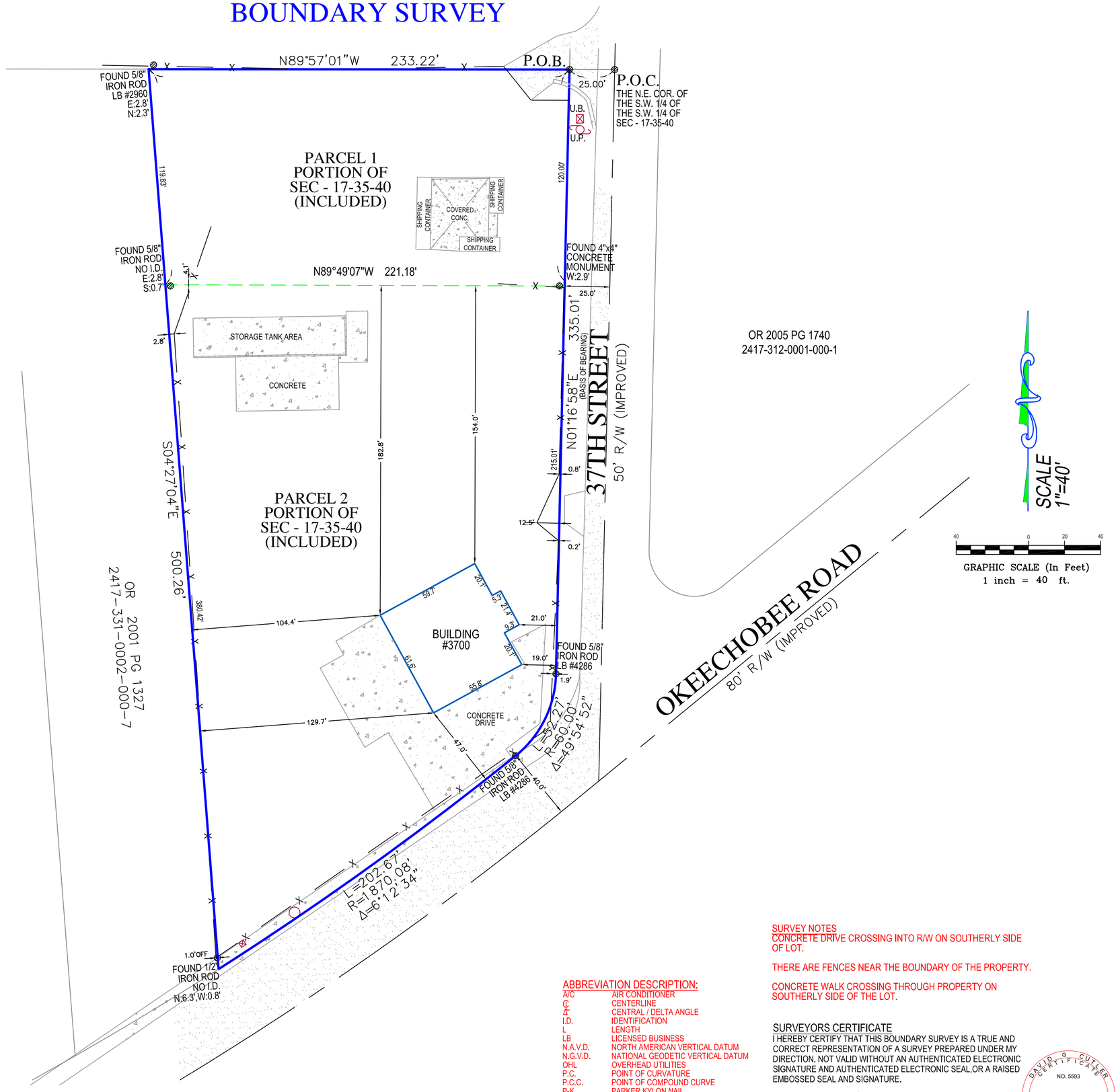
CERTIFIED TO:
TROIL SOUTH, LLC; CALIBER CONTRACTING, INC.

PROPERTY ADDRESS:
3700 OKEECHOBEE ROAD
FORT PIERCE, FL 34947

SURVEY NUMBER: 662054

SYMBOL DESCRIPTIONS:

= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
+ X.XX = EXISTING ELEVATION
= HYDRANT
= MANHOLE
— x — = METAL FENCE
——— = MISC. FENCE
= PROPERTY CORNER
U.B. = UTILITY BOX
U.P. = UTILITY POLE
WM = WATER METER
= WELL
— // — = WOOD FENCE



REVISIONS:
1) LEGAL DESCRIPTION REVISED. . . 11-20-2024

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
℄	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

SURVEY NOTES
CONCRETE DRIVE CROSSING INTO R/W ON SOUTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.

CONCRETE WALK CROSSING THROUGH PROPERTY ON SOUTHERLY SIDE OF THE LOT.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) _____
DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

DAVID G CUTLER CERTIFICATE NO. 5593 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

GENERAL NOTES:
1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING FIRM. TARGET SURVEYING SHALL NOT BE HELD RESPONSIBLE FOR ANY RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL. THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET SURVEYING, LLC

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Jarrod Stern
Giangrande Engineering & Planning
710 SE Ocean Blvd.
Stuart, FL 34994

Subject: Annexation (PZANN2025-00002)
1903 S. 37th Street
Technical Review Committee comments **for June 26, 2025, TRC Meeting**

City of Fort Pierce Planning Department

1. The Planning Department has no objections to the annexation as the approval of the annexation will reduce the existing enclave.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Annexation
1903 S 37th Street Parcel 2417-331-0001-000-0
PZANN2025-00002

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 5, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☒ Other Annexation

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Annexation

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\Addresses\1001 - 2000\1903 S 37 - PZANN2025-00002\Annexation 06162025\Annex 06162025.docx

PZANN2025-00002

JA

Jesse Almand<jalmand@slcfd.org>

Reply Reply all Forward

To: Kerry Driver

Mon 6/16/2025 2:44 PM

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.
SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Lieutenant, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

June 26, 2025

Case #: PZANN2025-00002

Planner: City of Ft. Pierce Planning Department.

Annexation.

1903 South 37th St, Ft. Pierce.

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.63	27,442.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	68,607.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	9	1.0	27,442.8 SQ.FT
	INCREASE / (DECREASE)		9		(41,164.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

ORDINANCE NO. 25-012

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT 1903 S. 37th STREET AND SHOWN ON EXHIBIT A**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JULY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING CLASSIFICATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the estimated population of the annexation is zero (0); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 13th, 2025, meeting voted 6 to 6 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on January 17, 2025, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on January 17, 2025, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following property is hereby annexed into the City:

a) Parcel ID: 2417-331-0001-000-0

LEGAL DESCRIPTION:

17 35 40 BEG AT NE COR OF SW 1/4 OF SW 1/4, TH RUN W 258.23 FT, TH SLY 120 FT, TH ELY TO E LI OF SW 1/4 OF SW 1/4, TH NLY TO POB (81)(0.63 AC) (OR 4077-2458)

Containing 0.63 acres (more or less)

Said property containing approximately 0.63 acres and being generally located at 1903 S. 37th Street, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of July 1, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

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 thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
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-XXX** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, February 2, 2025 and Sunday, February 16, 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 February 18, 2025; and was duly introduced, read by title only, and passed on second and final reading March 3, 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 **XX** day of ____ 2025.

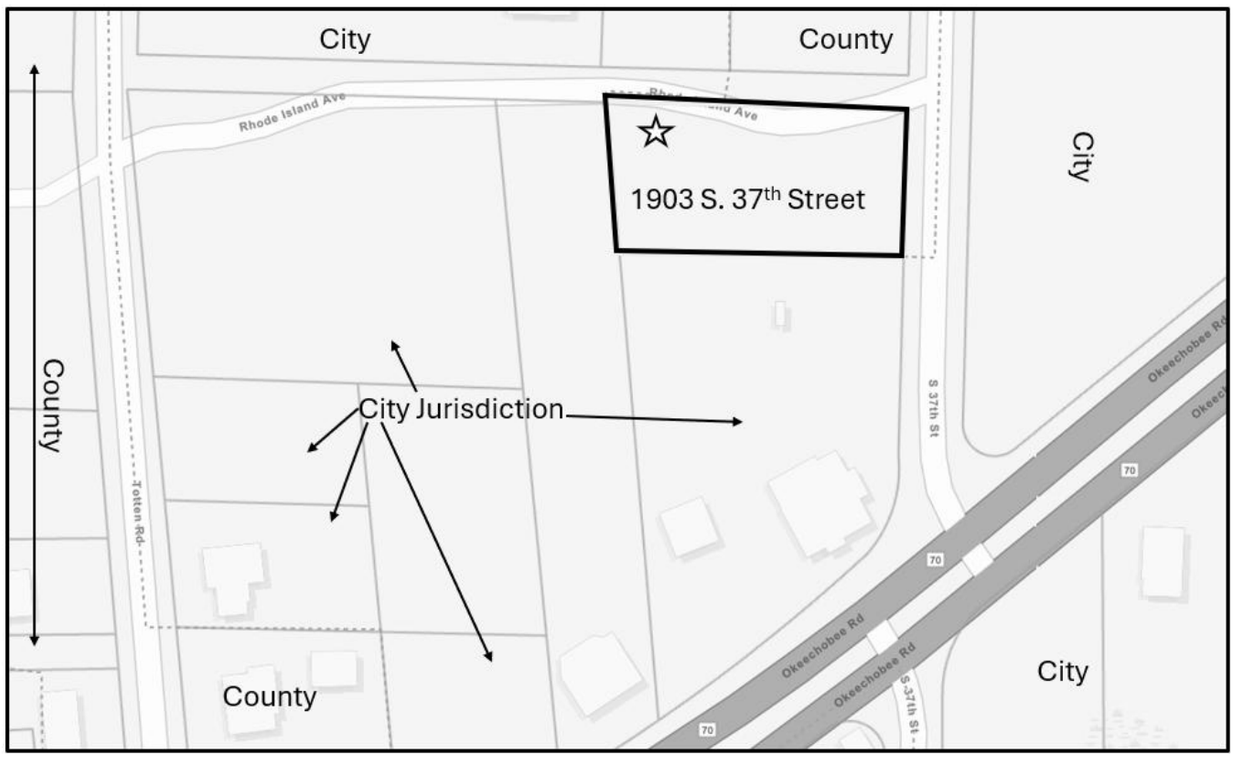
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

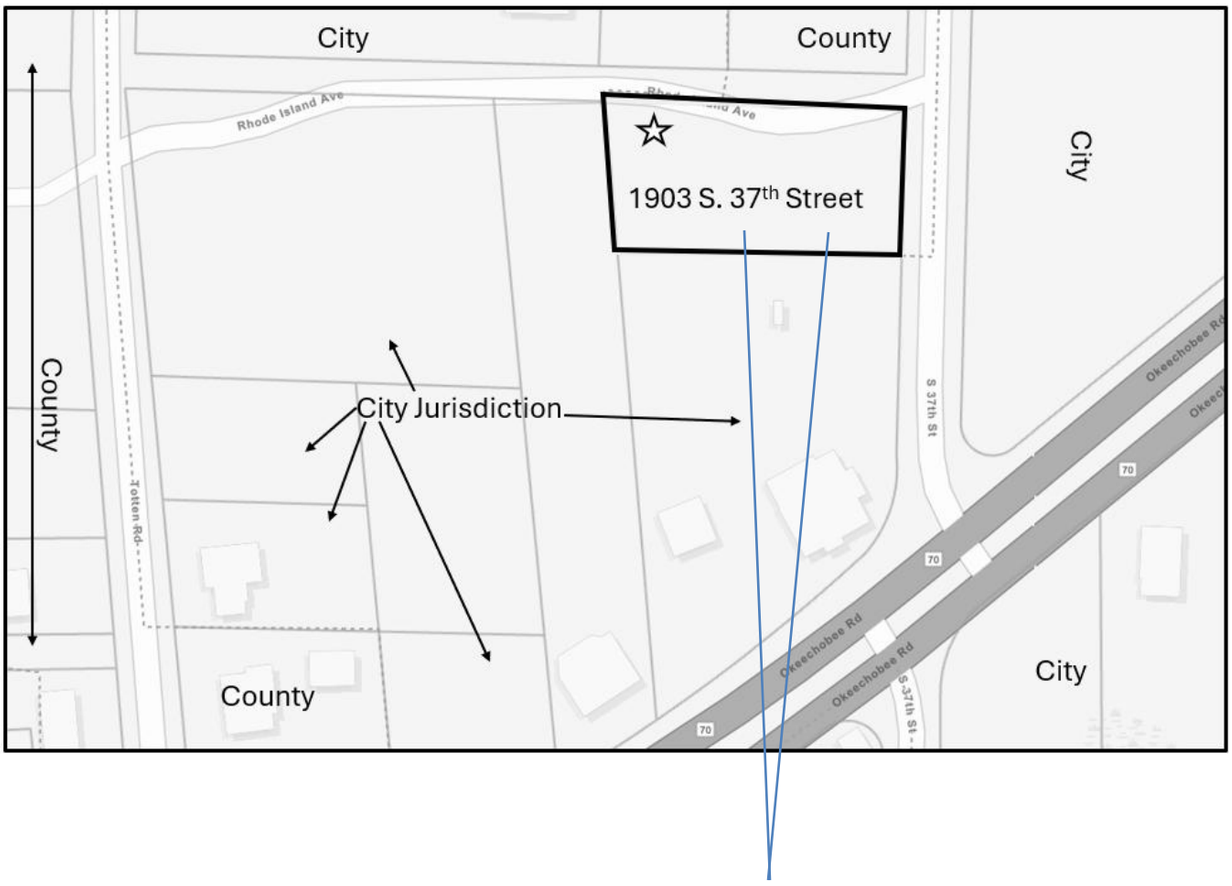


PARCEL: 2417-331-0001-000-0

17 35 40 BEG AT NE COR OF SW 1/4 OF SW 1/4, TH RUN W 258.23 FT, TH SLY 120 FT, TH ELY TO E LI OF SW 1/4 OF SW 1/4, TH NLY TO POB (81)(0.63 AC) (OR 4077-2458)

Said property containing 0.63 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **GENERAL COMMERCIAL (C-3)** AND
LAND USE DESIGNATION OF **GENERAL COMMERICAL (GC)**

Planning Board - 4:00 PM **6. b.**

Meeting Date: 07/14/2025

Re: PZSITE2025-00027 - Kings Landing - Amendment to Major Site Plan

Submitted For: Kev Freeman, Planning Director, Planning Department

Information

SUBJECT:

PZSITE2025-00027
Major Site Plan Amendment
Kings Landing
Generally located at or near 322 North 2nd Street

SUMMARY:

Amending and Restating Ordinance No. 20-012 to replace the previously approved master-plan through Ordinance 22-003, with a revised site plan, for the property generally located at or near 322 North 2nd Street.

Pursuant to Code Sections Sec. 125-157, 125-201, 125-212, 125-313 and 125-314, the applicant is seeking approval for a major amendment to the PD and Site Plan (Development and Design Review) to construct a mixed-use development project on 7.824 acres generally located at 322 North 2 nd Street.

RECOMMENDATION:

The requested application meets the criteria specified in Code Sections 125-157, 125-201, 125-212, 125-313 and 125-314 of the City Code, and the Comprehensive Plan, and does not adversely affect public health, safety, convenience and general welfare. Staff recommends that the Planning Board recommend **Approval** of the subject applications for a major amendment to the Planned Development and Site Plan (Development and Design Review) approval.

ALTERNATIVES:

Approve with amended/additional Conditions.
or
Disapprove

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Presentation
Draft Ordinance
Site Plan
Phasing Plan
Landscape Plan
Architectural Drawings
Design Narrative
Application Documents
TRC Comments

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/08/2025 11:48 AM

Form Started By: Kev Freeman
Started On: 07/07/2025 05:42 PM
Final Approval Date: 07/08/2025

CITY OF FORT PIERCE

PLANNING BOARD
JULY 14, 2025

KINGS LANDING PLANNED DEVELOPMENT
MAJOR AMENDMENT TO SITE PLAN

APPLICATION

PD2025-00027

APPLICANT

ADDRESS

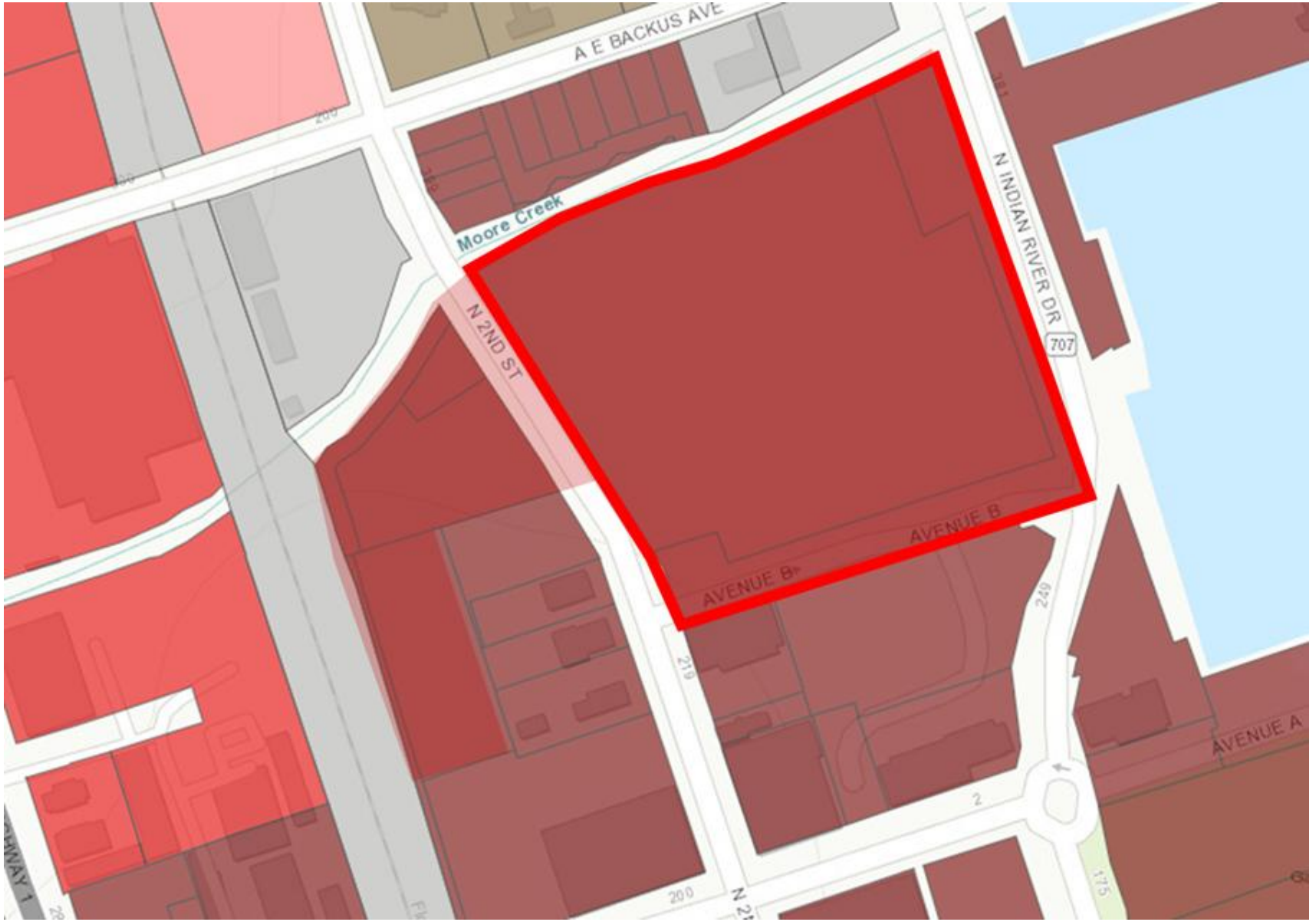
PARCEL ID #:

SUMMARY

The application proposes a major amendment to a previously approved site plan in respect of the Kings Landing development

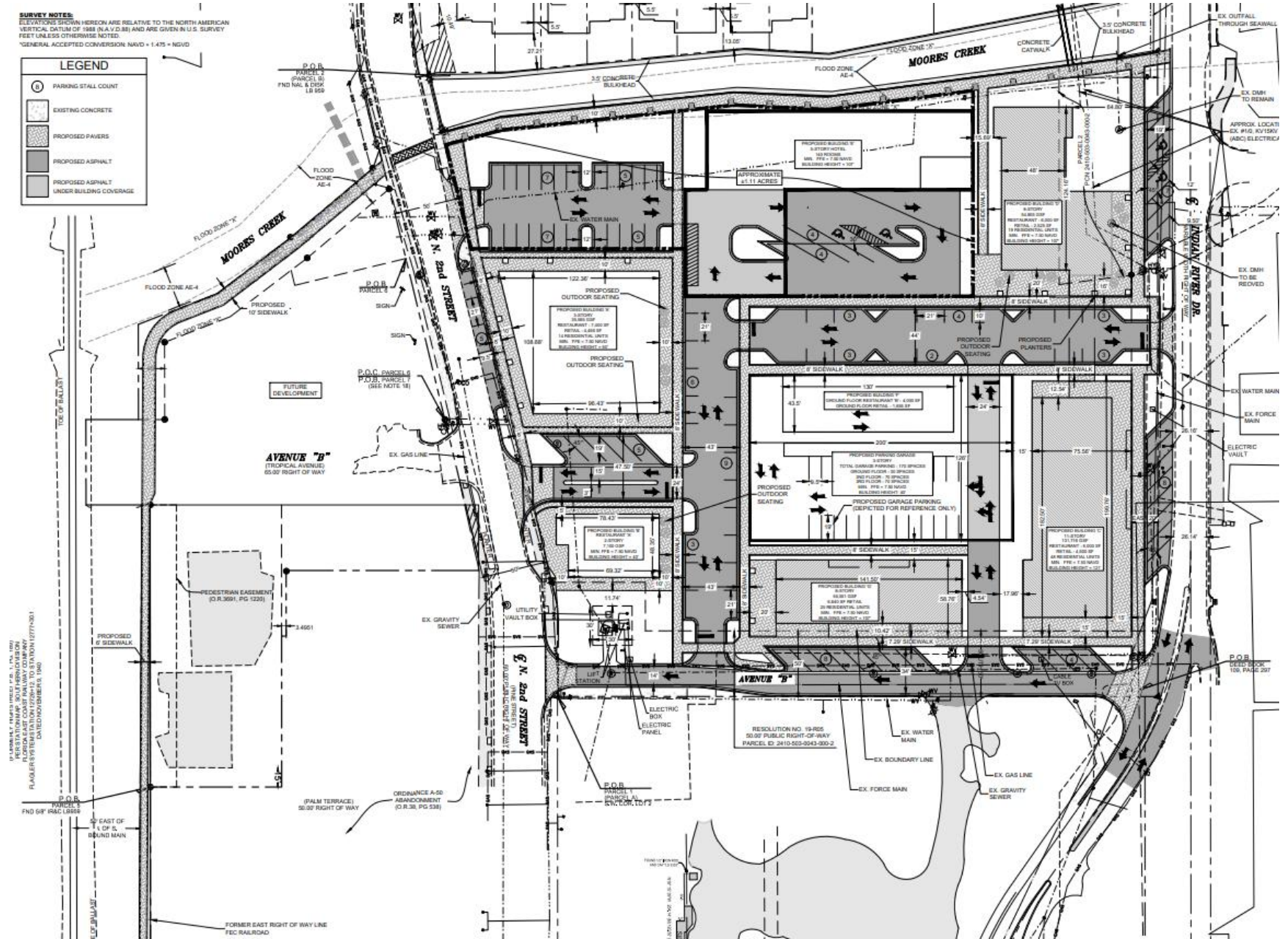
SITE LOCATION

EXISTING ZONING: PD & FLU: CBD



N

KINGS LANDING –ORGINAL SITE PLAN – APPROVED FEBRUARY 7, 2022



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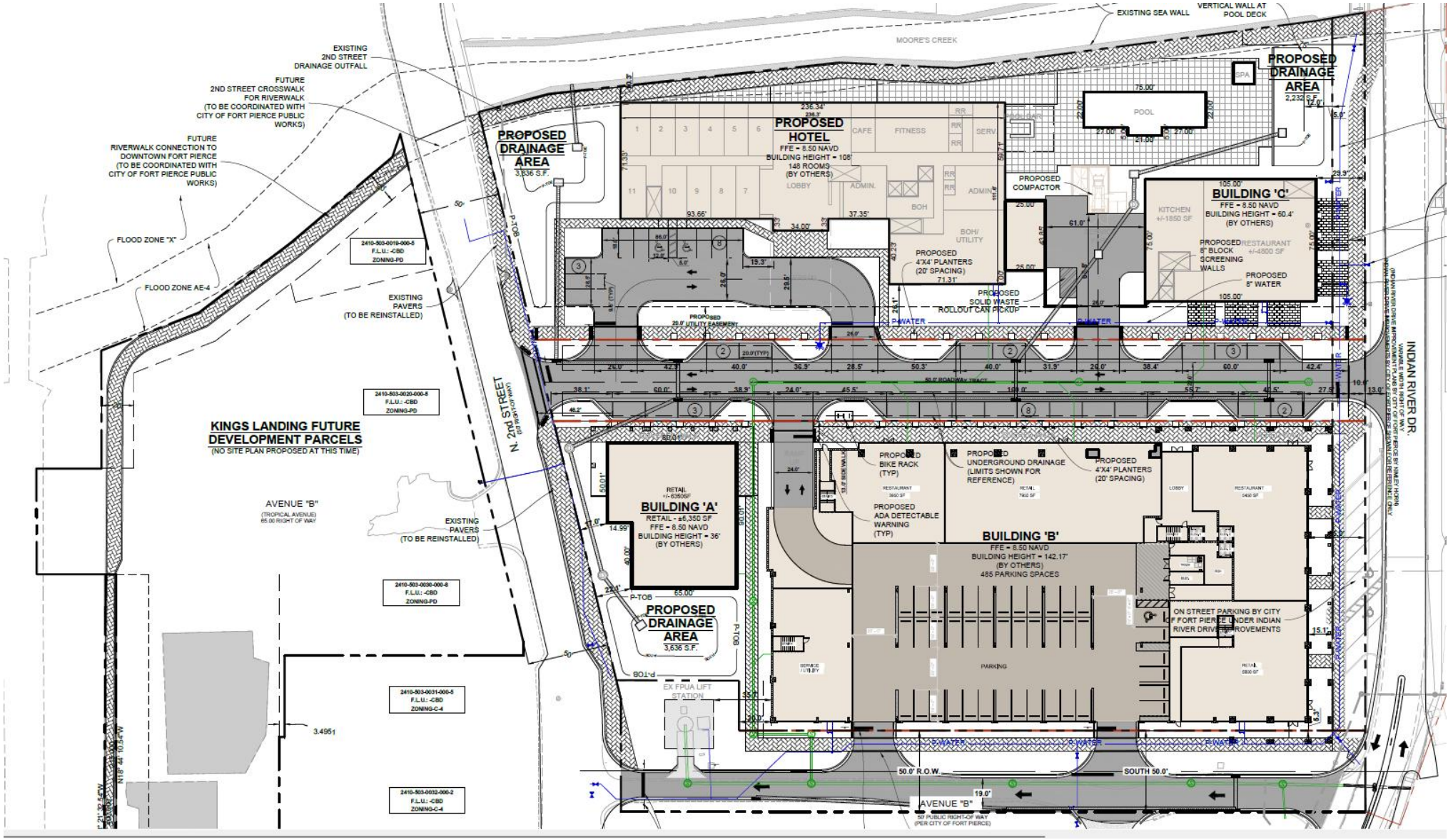
FORT PIERCE, FL · THE SUNRISE CITY

KINGS LANDING – AMENDED SITE PLAN



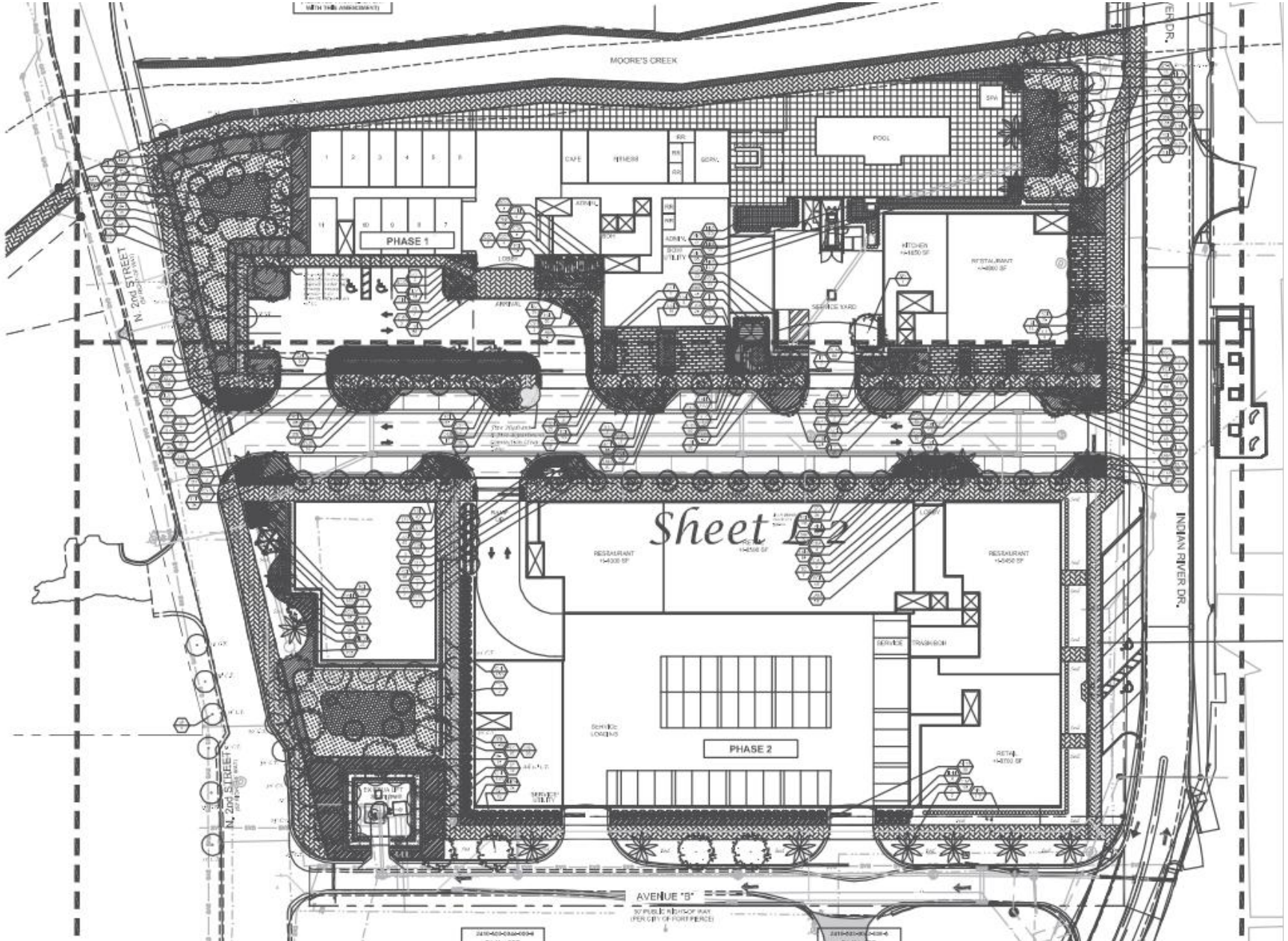
N

KINGS LANDING SITE DATA COMPARISON

ORIGINAL SITE PLAN	
RESIDENTIAL	106 CONDOS
	8 TOWNHOMES
RESTAURANT	38,085 Sq.Ft.
HOTEL	140 ROOMS
RETAIL	17,290 Sq.Ft.
PARKING - SURFACE	129
PARKING - GARAGE	299
PARKING - TOTAL	428

AMENDED SITE PLAN	
RESIDENTIAL	106 CONDOS
REMOVED FROM PLAN	TOWNHOMES
RESTAURANT	12,900
HOTEL	148 ROOMS
RETAIL	19,900 Sq.Ft.
PARKING - SURFACE	31
PARKING - GARAGE	485
PARKING - TOTAL	516
FITNESS	3,500 Sq.Ft.
MEETING ROOMS	3,000 Sq.Ft.

KINGS LANDING – LANDSCAPE PLAN



N

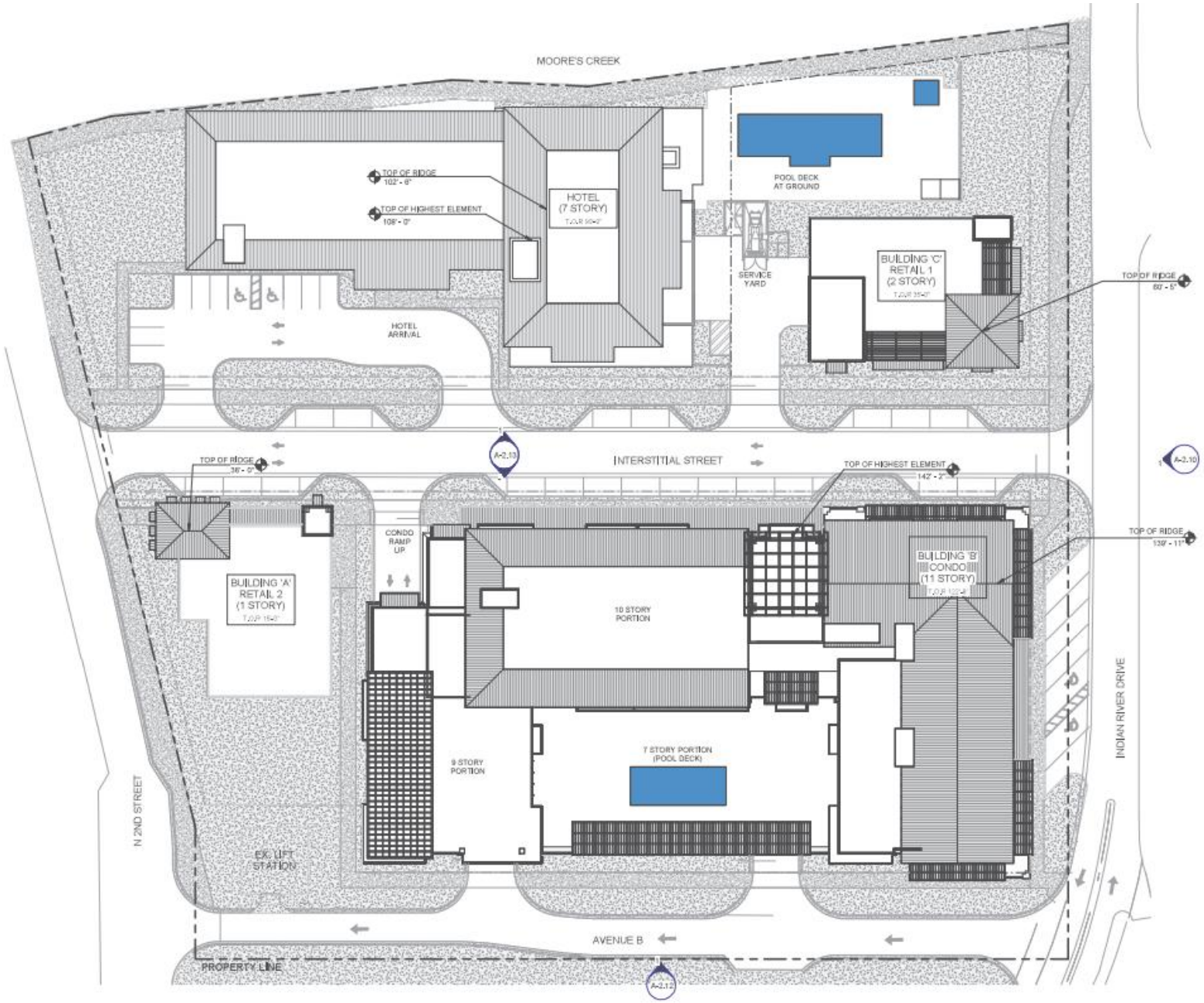
KINGS LANDING – PHASING

Phase 1 to be completed no later than July 11, 2028.
Phase 2 building permits or DPCR approval for must be complete by February 24, 2027.
Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.
Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028.
Construction completion of Phase 3 no later than November 13, 2029.

Phase 1: 148 Room Hotel, Proposed Building C (Retail 6,250 SF w/ rooftop amenity), the east / west spile road and supporting core infrastructure for Kings Landing.
Phase 2: Proposed Building A & Building B with parking garage and supporting infrastructure.
Phase 3: Parcels west of 2nd Street are proposed as “future development” until such time a formal site plan and uses can be developed.

KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL

ALTERNATIVE RECOMMENDATION

Approval with the following being met prior to presentation to City Commission:

A. All requirements of the City's Engineering Department have been met.

TOGETHER with the following **Conditions** added to the Ordinance

CONDITIONS TO BE ATTACHED TO THE APPROVAL

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;

- Phase 1 to be completed no later than July 11, 2028.
- Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.

CONDITIONS TO BE ATTACHED TO THE APPROVAL

(condition 3 continued)

- Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.

3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.

4. A Plat shall be required prior to the application for building permits in respect of vertical construction.

ALTERNATIVE RECOMMENDATIONS

APPROVAL WITH ADDITIONAL/ALTERNATIVE CONDITIONS

OR

DENIAL

ORDINANCE NO. 25-000

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT **PIERCE, FLORIDA; AMENDING AND RESTATING ORDINANCE NO. 20-012 TO REPLACE THE PREVIOUSLY APPROVED MASTER PLAN AMENDING ORDINANCE 22-003 ORDINANCE WITH A SITE PLAN** FOR PROPERTY GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is located at or near 322 North 2nd Street within the City of Fort Pierce, Florida, representing approximately 7.50 acres of land; and

WHEREAS, on August 17, 2020, the City of Fort Pierce and the Fort Pierce Redevelopment Agency as owners of said property rezoned the subject properties located at or near 322 North 2nd Street from Central Commercial, C-4 (2 properties) & Light industrial, I-1 (8 properties) to Planned Development, PD, with an underlying zoning of Central Commercial, C- 4, through Ordinance 20-012; and

WHEREAS, on February 7, 2022, the City of Fort Pierce amended and restated Ordinance 20-012 to replace the previously approved conceptual masterplan with a site plan for the subject properties located at or near 322 North 2nd Street, through Ordinance 22-003; and

WHEREAS, on January 21, 2025, the City of Fort Pierce approved a request for the Third Amendment to the Amended and Restated Agreement for Development of King's Landing; and

WHEREAS, this proposed amended and restated Ordinance 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 to 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, the City of Fort Pierce Planning Board, at their _____, _____, meeting, voted unanimously to recommend approval of the request; and

WHEREAS, the City of Fort Pierce Historic Preservation Board, at their _____, _____, meeting, voted _____ to approve the request for a Certificate of Appropriateness; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. From and after the effective date hereof, this proposed amended and restated Ordinance is approved with respect to the following described properties:

Parcel IDs 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0012-010-9, 2410-503-0013-000-3, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0020-000-5, 2410-503-0036-010-3, 2410-503-0030-000-8, & 2410-503-0034-000-6

From and after the effective date hereof, the following properties legally described as:

PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK “A”, 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 AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 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 MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL B (NORTH):

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 AARON LEE'S MAP OF FORT PIERCE 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 MOORES 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 MOORES 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 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK “E”, PORTIONS OF LOTS 7 AND 8 OF BLOCK “E”, A PORTION OF AVENUE “B” AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, 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 SOUTH 71°18'49” WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK “E” AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT- OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK “E”, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE “B”, BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT- OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF
3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET,

FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

Said properties being generally located at or near 322 North 2nd Street in Fort Pierce, Florida as depicted on Exhibit "A", attached hereto and incorporated herein.

SECTION 2. Ordinance No. 20-012 shall remain in full force and effect, except as amended in Sections 3, 4, and 6 of this Ordinance.

SECTION 3. The Site Plan depicted on the attached and incorporated at Exhibit "B" is hereby approved with this Ordinance.

SECTION 4. The Conditions of Development depicted and incorporated at Exhibit "C" are hereby approved with this Ordinance.

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 but 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 thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 7. This Ordinance shall be and 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. 25-000 was duly advertised by title only in the St. Lucie News Tribune on Monday, _____; 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 _____and was duly introduced, read by title only, and passed on second and final reading _____, 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 _____ day of _____.

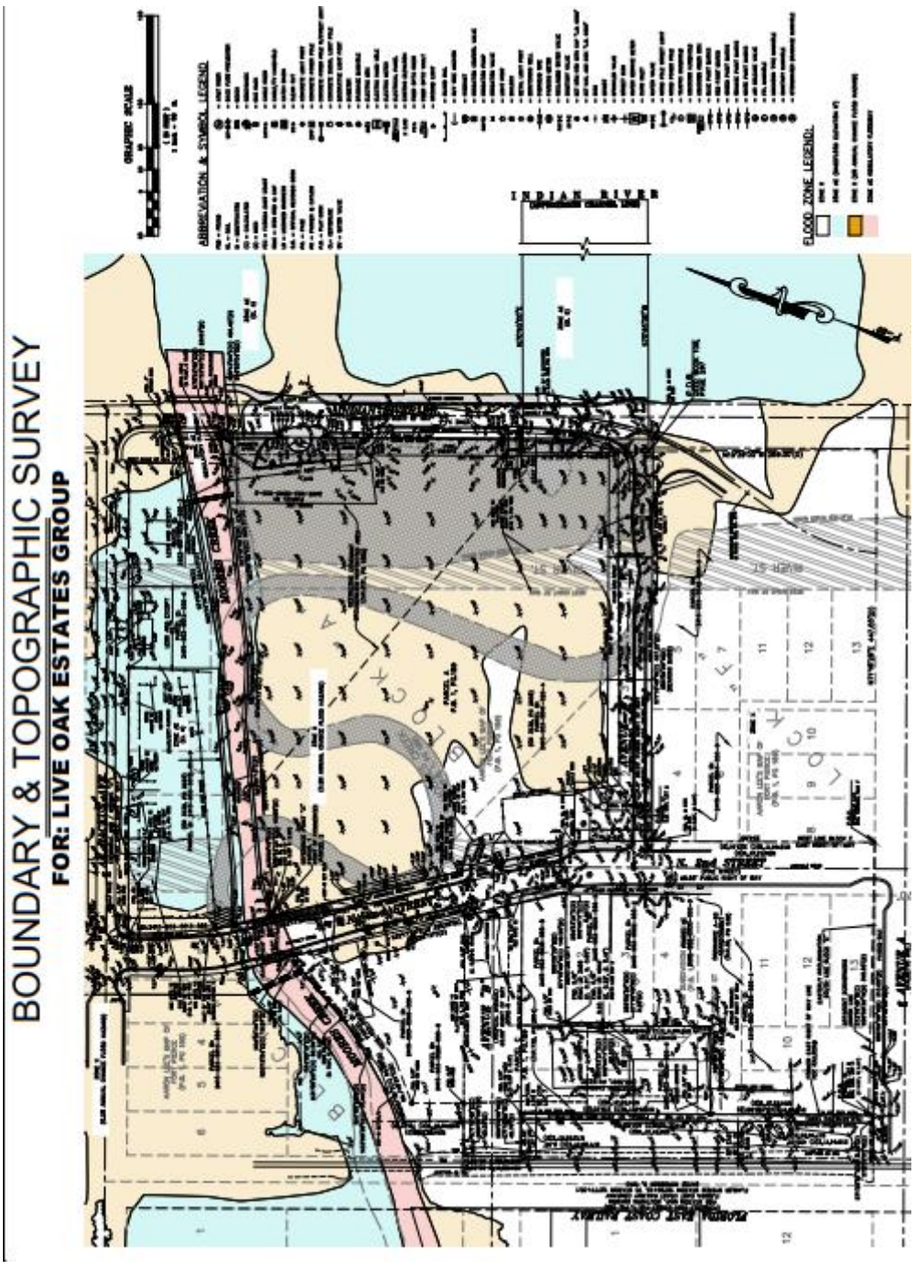
_____
Linda Hudson
Mayor Commissioner

ATTEST:

Linda W. Cox
City Clerk

(CITY SEAL)

Exhibit A
Sketch



Parcel IDs: 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0012-010-9, 2410-503-0013-000-3, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0020-000-5, 2410-503-0036-010-3, 2410-503-0030-000-8, and 2410-503-0034-000-6

Exhibit B
Site Plan

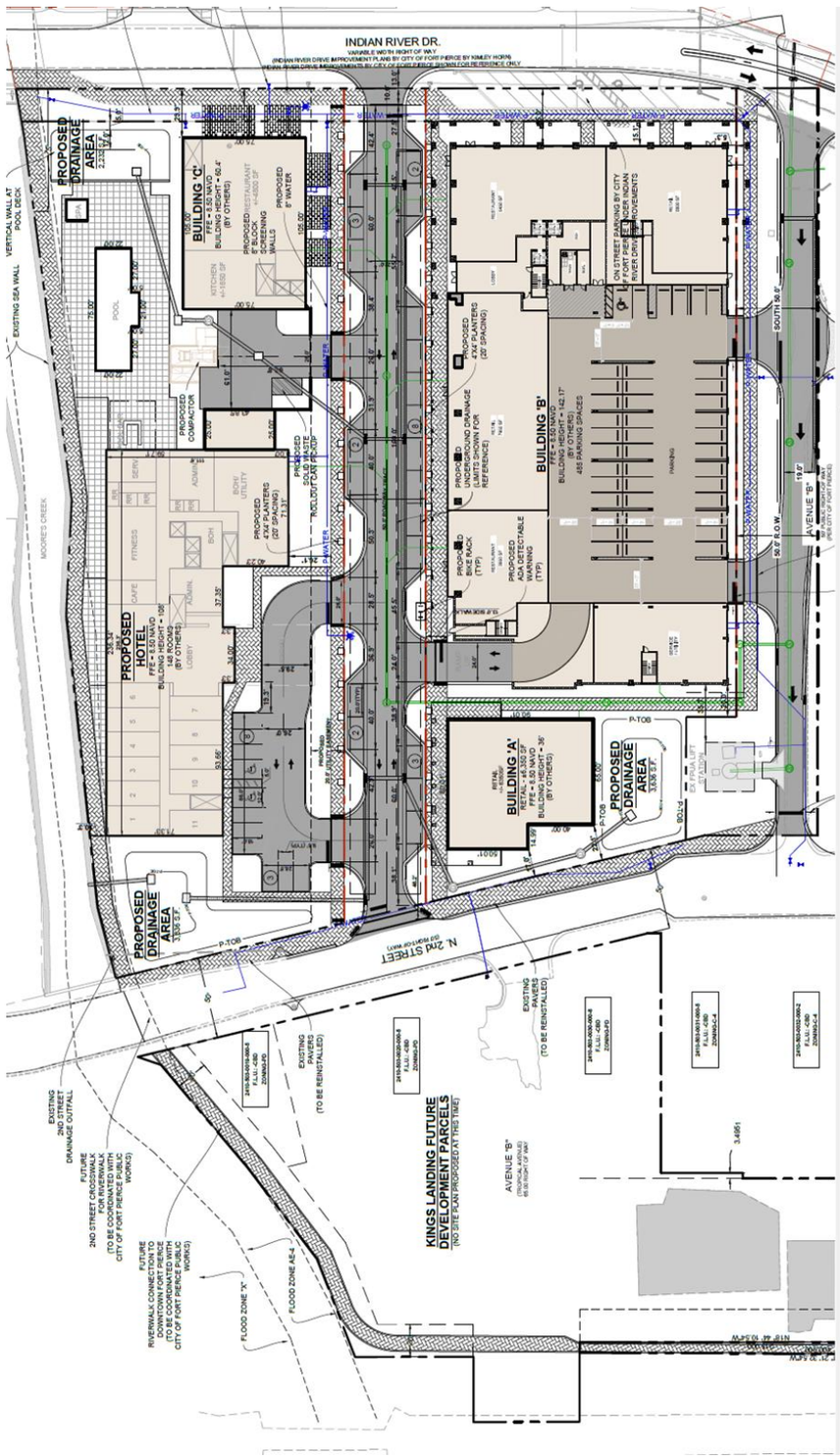
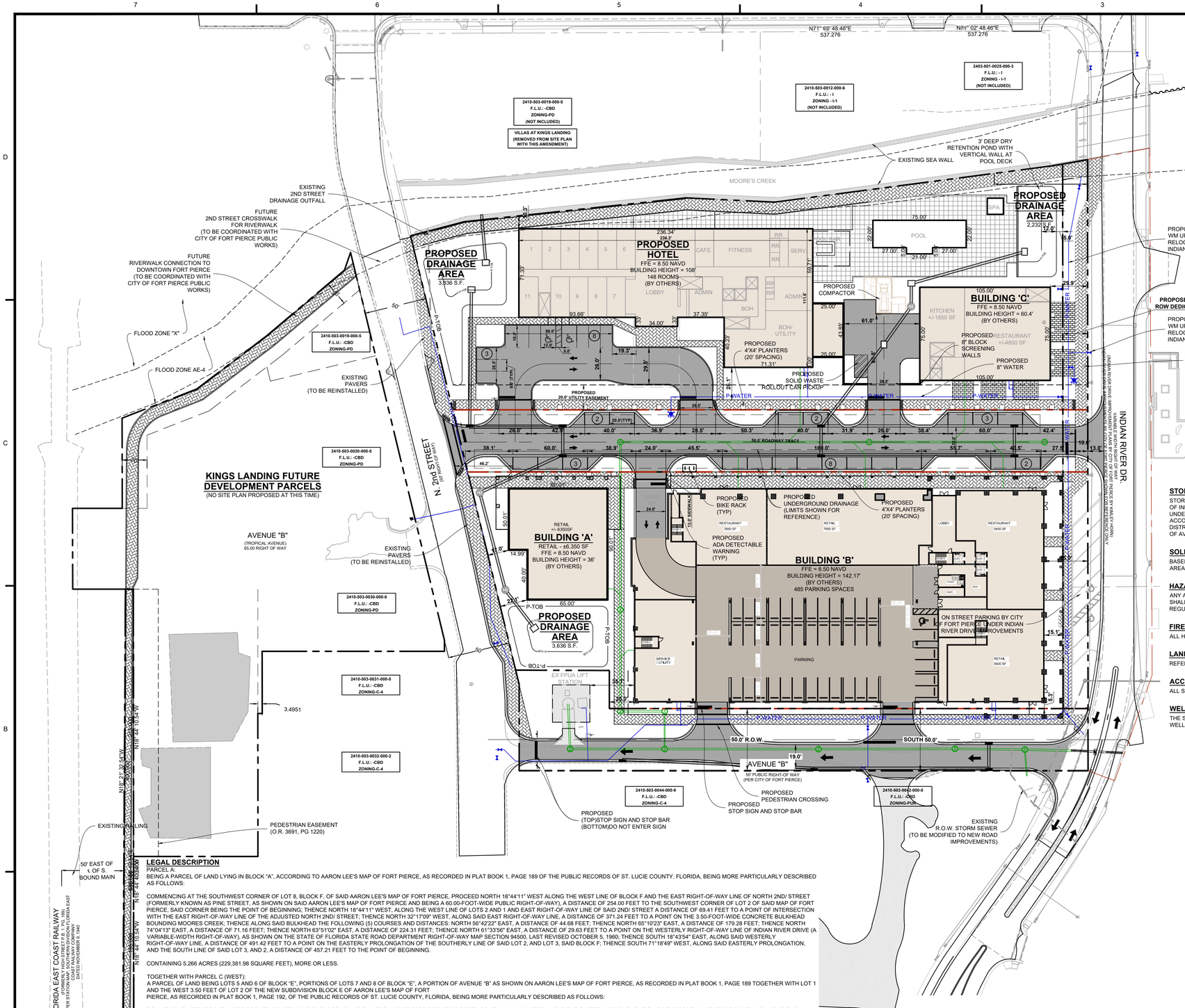


Exhibit C
Conditions of Development

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
    - Phase 1 to be completed no later than July 11, 2028.
    - Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029.
    - Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.



VICINITY MAP

SCALE: 1:1,000

SITE DATA
LEGAL DESCRIPTION

PARCEL ID #:	2410-503-0041-020-4 2410-503-0012-0109 2410-503-0041-0204 2410-503-0030-0008 2410-503-0034-0006 2410-503-0019-0108 2410-503-0019-0005 2410-503-0013-0003 2410-503-0036-0103
PROJECT NAME:	KINGS LANDING
OWNERSHIP:	AUDUBON DEVELOPMENT INC PO BOX 981 PALM BEACH, FL 33480-0981 (JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP PER 3RD AMENDMENT) ORB 5296 PG. 2970
FUTURE LAND USE:	CBD
ZONING:	PD
LAND SIZE:	307,744 S.F. (7.06 ACRES)

F.I.R.M. PANEL:
12111C0179K
CITY OF FORT PIERCE
120286
ZONE X

PROVIDER OF UTILITIES:

WATER:	FPUA
WASTEWATER:	FPUA
IRRIGATION:	FPUA
SOLID WASTE:	AUTHORIZED AUTHORITY

BUILDING DATA

HOTEL:

HOTEL ROOMS:	148 UNITS
MEETING ROOMS:	3,000 SF
SUNDRIES:	450 SF
ADMIN:	1,900 SF
FITNESS:	3,500 SF
RESTAURANT:	5,500 SF

BUILDING A:

RETAIL:	6,350 SF

BUILDING B:

PARKING GARAGE:	485 STALLS
RETAIL	13,550 SF
RESTAURANT:	9,400 SF
CONDO:	106 UNITS

BUILDING C:

RETAIL	6,250 SF

PARKING DATA

NO OFF-STREET PARKING IS REQUIRED IN THE DOWNTOWN BUSINESS AND ENTERTAINMENT DISTRICT

PROPOSED PARKING

PARKING GARAGE	485 SPACES
ON/OFF-STREET PARKING	31 SPACES
TOTAL PARKING PROVIDED	516 SPACES

SITE AREA DATA	**307,744 S.F.**	**7.06 AC**	**100.00%**
IMPERVIOUS DATA	**158,888 S.F.**	**3.65 AC**	**51.63%**
PROPOSED PAVEMENT	43,463 S.F.	1.00 AC	14.12%
PROPOSED WALKS/PATH PAVERS	24,573 S.F.	0.56 AC	7.98%
PROPOSED BUILDINGS	90,852 S.F.	2.09 AC	29.52%
PERVIOUS DATA	**148,856 S.F.**	**3.42 AC**	**48.37%**
OPEN SPACE	139,151 S.F.	3.19 AC	45.22%
PROPOSED DETENTION	9,705 S.F.	0.22 AC	3.15%

STORMWATER DRAINAGE:

STORMWATER RUNOFF FROM THE PROPOSED PROJECT WILL BE COLLECTED IN A SERIES OF INLETS AND PIPES AND CONVEYED TO INTERCONNECTED DRY RETENTION PONDS AND UNDERGROUND CHAMBERS. THE SYSTEM WILL PROVIDE TREATMENT AND ATTENUATION IN ACCORDANCE WITH THE CITY OF FORT PIERCE AND SOUTH FLORIDA WATER MANAGEMENT DISTRICT CRITERIA PRIOR TO DISCHARGING TO MOORE'S CREEK THE MODIFIED PORTION OF AVENUE B WILL CONTINUE TO DRAIN TO THE CITY OF FP STORM SEWER SYSTEM.

SOLID WASTE:

BASED ON THE INTENDED USE OF THE BUILDING, THIS PROJECT WILL UTILIZE A DUMPSTER AREA FOR SOLID WASTE AND RECYCLABLE ITEMS.

HAZARDOUS WASTE:

ANY AND ALL HAZARDOUS OR TOXIC MATERIALS GENERATED OR USED OR STORED ON SITE SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.

FIRE PROTECTION:

ALL HYDRANT WITHIN 1000' ARE SHOWN.

LANDSCAPE:

REFER TO LANDSCAPE PLAN BY OTHERS.

ACCESSIBILITY AND ADA COMPLIANCE:

ALL SIDEWALKS AND RAMPS WILL MEET FDOT AND ADA REQUIREMENTS.

WELL FIELD PROTECTION:

THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1000 FEET OF A PUBLIC WATER SUPPLY WELL.

LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", 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:

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CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT
PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, 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 SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 84.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND

BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

DESCRIPTION	FOUND (YES/NO)	AGENCY CONTACT INFORMATION	MANAGEMENT PLAN (YES/NO)	RELOCATION PLAN (YES/NO)
WETLANDS	--			
RARE HABITAT	--			
THREATENED SPECIES	--			
ENDANGERED SPECIES	--			
SPECIES OF SPECIAL CONCERN	--			
INVASIVE/EXOTIC VEGETATION	--			

VERTICAL DATUM NOTE:

ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

NOTE:

THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITHIN THE RIGHT-OF-WAY

ZONING CODE FOR: PD (PLANNED DEVELOPMENT)					
	YARD SETBACKS				
	FRONT	REAR	SIDE	CORNER	
PER CODE	10'	10'	5'	N/A	
PROPOSED	17	10'	5'	N/A	

LEGEND

M E	EXISTING METER		EXISTING UTILITY POLE
	PROPOSED SIGN		PROPOSED DRAINAGE INLET
	PROPOSED MITERED END SECTION		EXIST. DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXISTING STREET LIGHT
	EXISTING CONCRETE		PROPOSED LIGHT POLE (SINGLE)
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED CONCRETE		PROPOSED LIGHT POLE (DOUBLE)
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
			EXISTING DRAINAGE
			PROPOSED DRAINAGE PIPE

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REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455
WWW.HALEYWARD.COM

PROJECT

KINGS LANDING
FORT PIERCE, FLORIDA

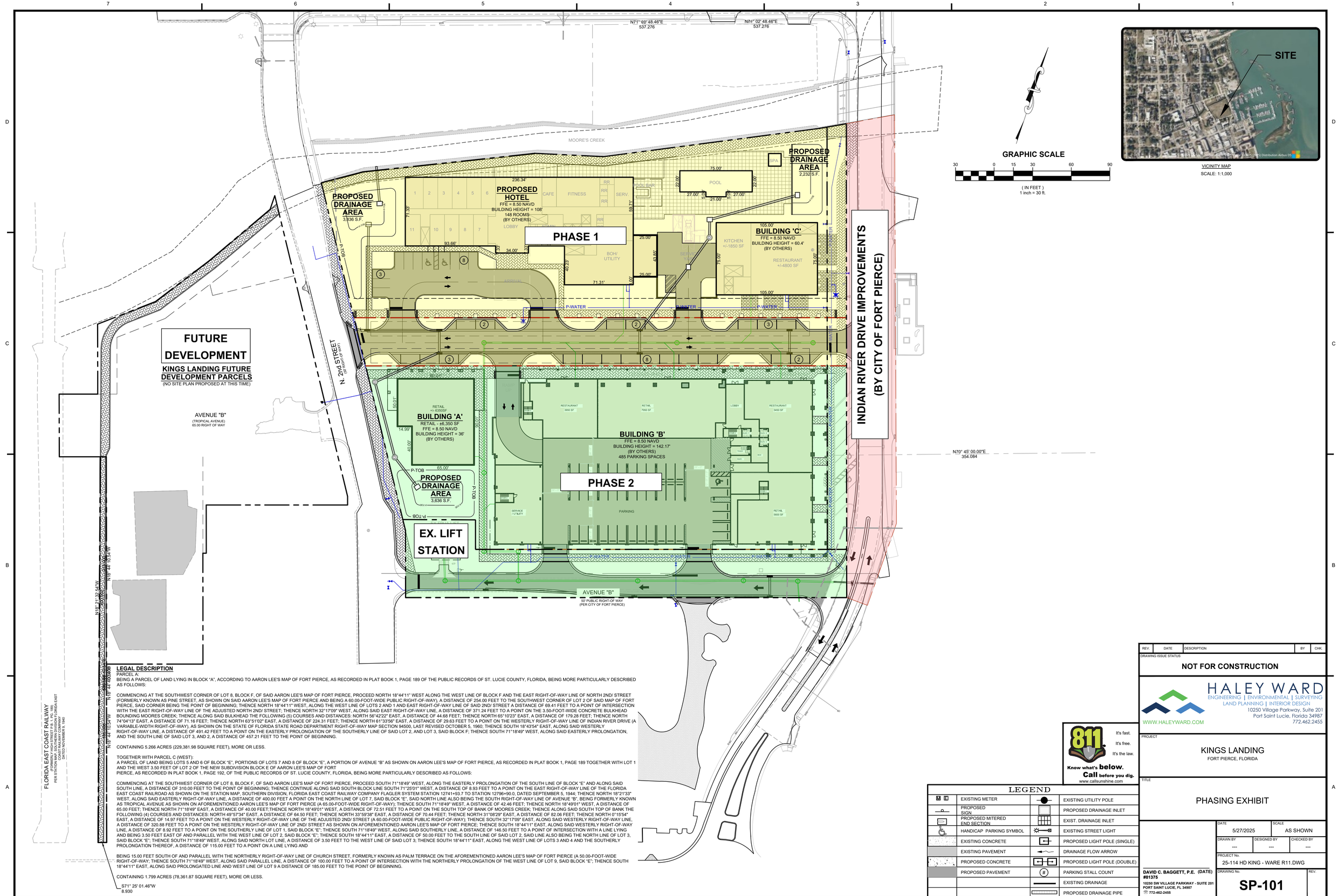
TITLE

MAJOR SITE PLAN AMENDMENT

DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

DATE	SCALE
5/27/2025	AS SHOWN
DRAWN BY: JJL	DESIGNED BY: JJL
CHECKED BY: DCB	
PROJECT No.: 25-114 HD KING - WARE R11.DWG	
DRAWING No.: SP-102	REV.

FILE LOCATION: Z:\EDC 2025\25-114 - KINGS LANDING MAIN SITE\ - BILL WARE\ENGINEERING\AUTOCAD\DWG\SP-102 - KINGS LANDING - WARE R11.DWG, 2025.05.27, 3:51 PM



LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", 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 AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 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 MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT
PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, 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 SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET,THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND

BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

S71° 25' 01.46"W
6.930

LEGEND

M E	EXISTING METER		EXISTING UTILITY POLE
	PROPOSED SIGN		PROPOSED DRAINAGE INLET
	PROPOSED MITERED END SECTION		EXIST. DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXISTING STREET LIGHT
	EXISTING CONCRETE		PROPOSED LIGHT POLE (SINGLE)
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED CONCRETE		PROPOSED LIGHT POLE (DOUBLE)
	PROPOSED PAVEMENT	#	PARKING STALL COUNT
			EXISTING DRAINAGE
			PROPOSED DRAINAGE PIPE

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REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
WWW.HALEYWARD.COM
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

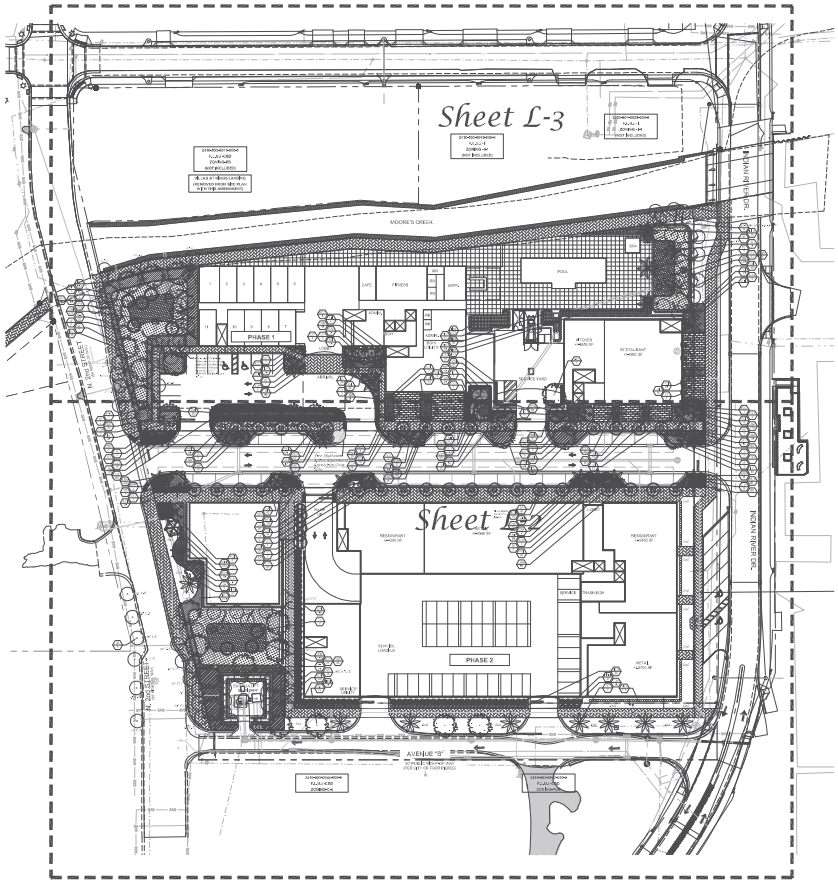
PROJECT
KINGS LANDING
FORT PIERCE, FLORIDA

TITLE
PHASING EXHIBIT

DATE 5/27/2025 | SCALE AS SHOWN
DRAWN BY --- | DESIGNED BY --- | CHECKED BY ---
PROJECT No. 25-114 HD KING - WARE R11.DWG
DRAWING No. SP-101 | REV.

DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\AUTOCAD\DWG\25-114 HD KING - WARE R11.DWG, 2025.05.27, 4:05 PM



Sheet Legend

Sheet L-1	Key Sheet
Sheet L-2	Landscape Plan-South Section
Sheet L-3	Landscape Plan-North Section
Sheet L-4	Landscape Data, Plant List, Details & Specifications

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All landscape/irrigation improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. Any existing trees to be saved shall be protected during construction per Section 110-6 of the Land Development Code.
5. Planting adjacent to fire hydrants to have a minimum clear radius of 10' as required by the Fire Code. No Landscape Trees or Hedges. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

Phasing Notes

1. All landscaping for Phase 1 will be installed prior to construction of the adjacent future shared pathway. This is to prevent the damage of the landscaping in the surrounding shared areas and all construction traffic conditions.

ELECTRONIC SIGNATURE AND SEAL
Jeffrey W. Smith, RLA
Florida Registration Number
5499
Prepared, Printed and Distributed by:
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 1300
Stuart, Florida 34994
(772) 344-2340

Jeffrey W Smith
2025.05.23 14:25:53 -04'00'

Landscape Plan

Phase 1

North
Scale: 1" = 40'
0 20' 40' 80'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 1300
Stuart, Florida 34994
(772) 344-2340
LC: 26000168

King's Landing

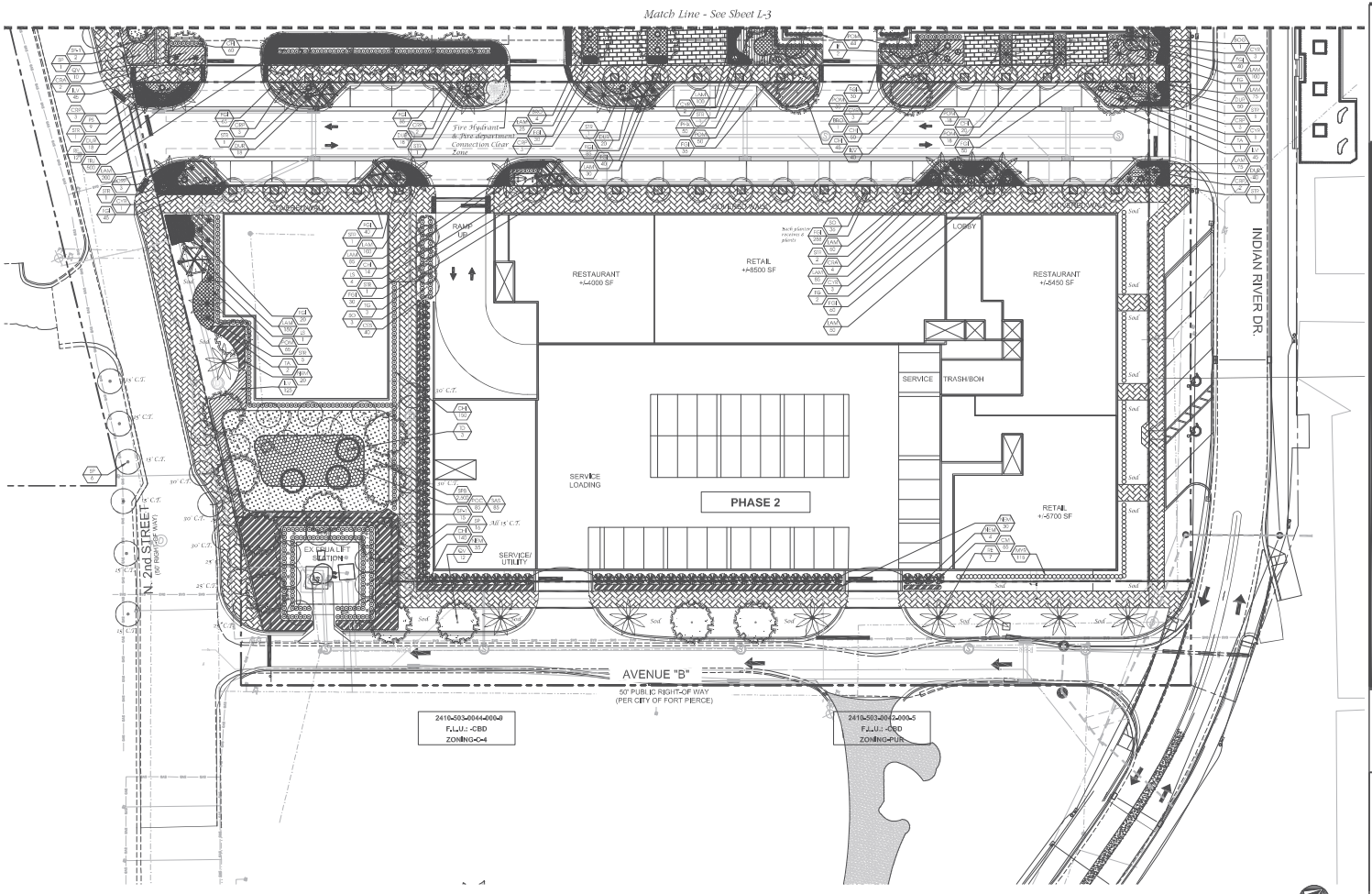
Indian River Drive - Avenue B - 2nd Street
City of Fort Pierce, Florida

City Project Number:
21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number
5499

Job No.	21-2021
Drawn By	JWS
Submittal Dates	5-25-2021
	8-26-2021 8-18-2022
	2-21-2023 5-21-2025
Revision Dates	
City Comments #1	8-26-2021
Phase I plus	8-18-2022
City Comments #2	2-21-2023
New Base	5-21-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect, except any correspondence provided by the landscape architect.



Landscape Plan

Phase 1

North
Scale: 1" = 20'
0 10 20' 40'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
600 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 349-2140
LC. 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street

City of Fort Pierce, Florida

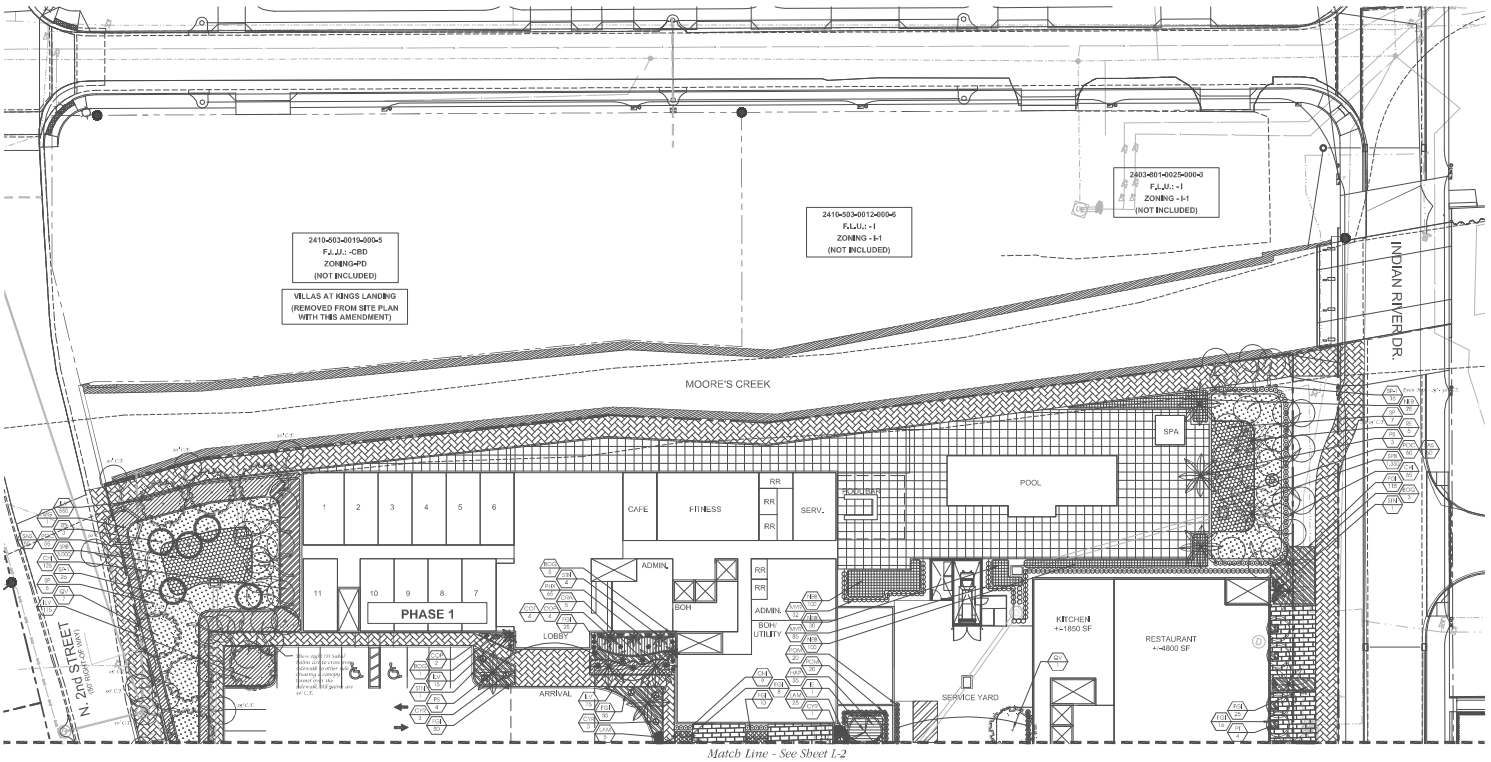
City Project Number:
21-070000006

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No.	21-0901
Drawn By	JWS
Submittal Dates	3-25-2021
	8-26-2021 8-18-2022
	2-21-2023 5-21-2025
Revision Dates	
City Comments #1	8-26-2021
Phase Lines	8-18-2022
City Comments #2	2-21-2023
New Base	5-21-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-2 of 4



Match Line - See Sheet L-2

Landscape Plan

Phase I

North
Scale: 1" = 20'
0 10 20 40

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130f
Stuart, Florida 34994
(772) 344-2340
LC 26000186

King's Landing

Indian River Drive - Avenue B - 2nd Street

City of Fort Pierce, Florida

City Project Number: 21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number: La 0001651

Job No.	21-020
Drawn By	JWS
Submittal Dates	3-25-2021
8-26-2021	8-18-2022
2-21-2023	5-2-2025

Revision Dates	
City Comments #1	8-26-2021
Phase Lines	8-18-2022
City Comments #2	2-21-2023
New Base	5-2-2025

These drawings are the property of the landscape architect and cannot to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Landscape Specifications

1. All trees and plant material to be "Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a "Florida No. 1" as to (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Unless shipping or substitution of one species or caliper for another species is a breach of contract and often "Rejected" at the time of that because the plants will not conform to approved by Landscape Architect.
3. Protect Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or occurrences which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Brazilian pine, Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be sold in disease grade, no filling will be permitted except holes or stems. Mulch to be held a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. Immediately set plant and backfill completely at a 50% mixture of Peat humus and natural soil removed. Re-base and plant of ball, and rock each layer to settle backfill and eliminate air pockets. Water thoroughly after planting. Apply a 3" layer of mulch around the base of plant, leaving a 3" space around the trunk. Apply a layer of backfill and before installing mulch.
9. Sod and slope newly filled areas with sod and sod as shown, through finish hose overlay panels. Use wooden stake anchors immediately after planting. See Detail.
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a rate of approximately 2/3 or 2/3 3kg, one labeled 12-4-8. Similar analysis such as 16-4-8 (4/2/2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or ulp nitrogen as 20/0 or ureaformaldehyde have extended release helps. Thirty-fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms (Palm Special) at a rate of 5 lb # lbs. per palm.

Agriform 20-10-5 twenty-one gram planting tablets may be substituted for granular fertilizer, if used, the following rates shall be utilized: Position planting tabs 6inch(15cm) up the rootball. Place tablet(s) beside rootball (plus) 1" from root flare. Do not allow tablet to be bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Replant and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and diseases. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when the Landscape Architect shall make a final inspection. Any plant material found dead or in poor condition shall be replaced by the Contractor before Owner.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting beds: Provide clean, strongly rooted, uniformly dyed mulch of Brazilian/Australian Mulch (yellow shredded hated), must be stripped not more than 24 hours prior to delivery. Grade and roll compacted lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod with ends tight (dens, roll or lump lightly, and water thoroughly.
15. Install sod in challenge, no challenge is to block drainage.
16. Drainage Testing:
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the indicated specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level in the planting pit drops less than (4) four inches within four hours, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the sub-portion soil and into porous soil. (See Drainage Testing Detail).
D) Upon all channels removed from the drainage channel.
E) When backfilling the planting pit, and course gravel in the drainage channel. Also care must be taken to keep the consistency of the soil-mix the same throughout the planting pit.

NOTES:
1. Contractor to indicate drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #5 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

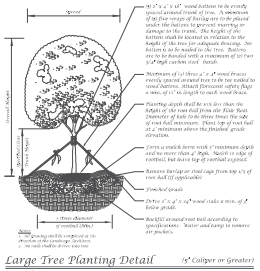
Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
		CANOPY / ORNAMENTAL TREES				
7	IE	*ILEX x ATTENUATA 'EAGLESTON'*	EAGLESTON HOLLY	14' x 5', 3.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 7'
5	LS	*LAGERSTROEMIA SPECIOSA*	QUEEN'S CREPE MYRTLE	14' x 5', 3.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 7'
1	MG*	MAGNOLIA GRANDIFLORA	D.D. BLANCHARD SOUTHERN MAGNOLIA	14' x 5', 3.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 7'
30	QV*	QUERCUS VIRGINIANA	LIVE OAK	100 GALLON, 10' x 5', 3.5" CAL.	A.S.	FULL CANOPY, 5' C.T. MIN.
3	TA	TABEBUIA AUREA	YELLOW TABEBUIA	14' x 5', 3.5" CAL.	A.S.	FULL CANOPY, CHARACTER SPECIMEN
5	TO	TIBOUCHINA GRANULOSA	TIBOUCHINA STANDARD	#30, 8'x 4'	A.S.	FULL CANOPY, LIMB-UP 7'
6	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	14' x 5', 3.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 7'
		PALMS				
30	AA	ARCHONTOPHOENIX ALEXANDRAE	KING ALEXANDER PALM	10' C.T.	A.S.	MATCHED SPECIMEN, TWICK TRUNKS
60	CW	CARYOTA MITIS	FISHTAIL PALM	#15, 3'x 3'	A.S.	FULL & THICK
16	PS	PHOENIX SYLVESTRIS	SYLVESTER PALM	10' C.T.	A.S.	MATCHED SPECIMEN, TWICK TRUNKS
4	PT	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	10' C.T., DOUBLE TRUNKS	A.S.	MATCHED SPECIMEN, TWICK TRUNKS
24	RE*	ROYSTONEA ELATA	ROYAL PALM	10' C.T.	A.S.	MATCHED SPECIMEN, TWICK TRUNKS
24	SP*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK TRUNKS
59	SA-1*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK CURVED TRUNKS
		SHRUBS / ACCENTS				
6	BRO	BROMELIAD ALCANTAREA IMPERIALIS	ALCANTAREA IMPERIALIS BROMELIAD	#15, 3'x 3'	A.S.	TO BE SELECTED BY OWNER
40	CES*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	#3, 5.5' x 5.5'	2' O.C.	FULL & THICK
679	CHC*	CHRYSOBALANUS ICACO	COCOPLUM	#3, 5.5' x 5.5'	2' O.C.	FULL & THICK
11	CRA*	CRINUM ASIATICUM	CRINUM LILY	#15, 36" x 36"	A.S.	FULL, SPECIMEN
22	CRS*	CRINUM AUGUSTAN	QUEEN EMMA SUPREME	#15, 36" x 36"	A.S.	FULL, SPECIMEN
6	COP	CORDYLINE TERMINALIS 'PURPLE PRINCE'	PURPLE PRINCE TI PLANT	#7, 3.5' O.A.	A.S.	FULL, SPECIMEN
7	COT	CORDYLINE TERMINALIS 'HAWAIIAN'	HAWAIIAN TI PLANT	#7, 3.5' O.A.	A.S.	FULL, SPECIMEN
17	CYR	CYCAS REVOLUTA	KING SAGO	#15, 30" x 30"	A.S.	FULL, SPECIMEN
25	HAP*	HAMELIA PATENS	FIREBUSH	#3, 5.5' x 5.5'	2' O.C.	FULL & THICK
332	MYM*	MYRICIANTHES PRAGRANS	SIMPSON STOPPER	#3, 5.5' x 5.5'	2' O.C.	FULL & THICK
115	PHS*	PHILODENDRON 'SAKALO'	PHILODENDRON 'SAKALO'	#3, 5.5' x 5.5'	2' O.C.	FULL & THICK
308	PON	PODOCARPUS MANII	PODOCARPUS	4' Ots x 2' SPRD.	2' O.C.	FULL & THICK
6	STN	STRELITZIA NICOLAI	WHITE BIRD OF PARADISE	5' O.A.	A.S.	FULL, SPECIMEN
17	STR	STRELITZIA REGINEA	ORANGE BIRD OF PARADISE	#15, 3'x 3'	4' O.C.	FULL, SPECIMEN
		MED. SHRUBS / GROUNDCOVERS / VINES				
10	BOG	BOUGAINVILLEA 'BARBARA KARST'	BOUGAINVILLEA 'BARBARA KARST - RED'	5' O.A., SPEC.	A.S.	FULL, ATTACH TO WALL
116	DUR	DURANTA ERECTA	GOLD MOUND	#3, 15" x 12"	24" O.C.	FULL & THICK
1,197	FCH	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	#3, 5.5' x 5.5'	24" O.C.	FULL & THICK
1,976	ILV*	ILEX VOMITORIA	DWARF YAUPON HOLLY	#3, 12" x 12"	24" O.C.	FULL & THICK
1,155	LAM	LANTANA MONTEVIDENSIS	PURPLE LANTANA	#1, 8" x 8"	24" O.C.	FULL & THICK
305	NEB*	NEPHROLEPIS EXALTATA	BOSTON FERN	#1, 8" x 8"	36" O.C.	FULL & THICK
80	NEM*	NEPHROPHYLIS BISERRATA	MACHO FERN	#1, 8" x 8"	48" O.C.	FULL & THICK
306	POC*	PONTEDERIA CORDATA	PICKEREL WEED	BARE ROOT	36" O.C.	FULL & THICK
205	SAS*	SAGITTARIA SPP.	ARROWHEAD	BARE ROOT	36" O.C.	FULL & THICK
6,650	SPB*	SPARTINA BAKERI	SAND CORDGRASS	LINER	12" O.C.	FULL & THICK
806	TRJ	TRACHELOSPERMUM JASMINOIDES	ASIAN JASMINE	#1, 8" x 8"	18" O.C.	FULL & THICK
	SOD	STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD			SEE SPECS
	* = FLORIDA NATIVE					

Dry Retention Areas

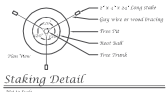
INSTALL PER MANUFACTURERS SPECIFICATIONS "CURLEX MAT 900" COCONUT MAT (OR EQUAL") TO STABILIZE THE SLOPES OF THE DRY RETENTION AREA TO PREVENT EROSION. BOTTOM OF DRY RETENTION AREA REQUIRES NO MAT. BOTTOM OF DRY RETENTION AREA SHALL BE PLANTED WITH PERENNIAL WEED AND APPROVED AS ALL SLOPES SHALL BE PLANTED WITH SPARTINA BAKERI 12" ON CENTER. MAT SHALL EXTEND 3 INTO THE BOTTOM AND 3' PAST THE TOP OF BANK ON THE SIDE SLOPES, UNDER THE ASPHALT PATHWAYS.

Landscape Details



Large Tree Planting Detail (5" Caliper or Greater)
Not to Scale

Guy Wire Attachment Detail
Not to Scale



Staking Detail
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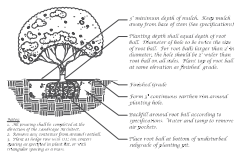

Shrub Detail
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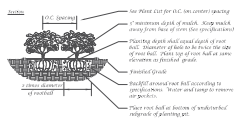

Ground Cover Detail
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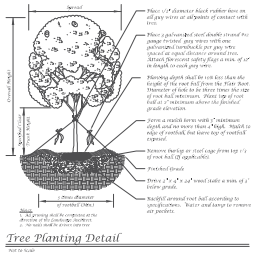
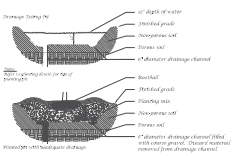


Tree Planting Detail
Not to Scale



Drainage Testing Detail
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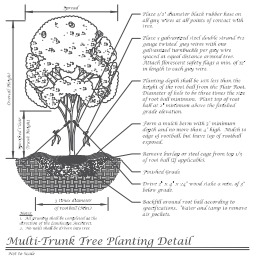
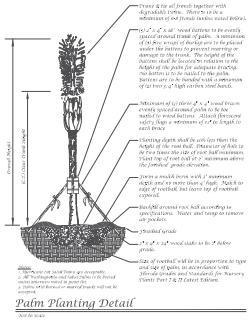


Multi-Trunk Tree Planting Detail
Not to Scale



Palm Planting Detail
Not to Scale

Landscape Plan

Phase I

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130a
Stuart, FloRida 34994
(772) 344.2240
LC: 26000768

King's Landing
Indian River Drive - Avenue B - 2nd Street
City of Fort Pierce, Florida

City Project Number:
21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number
LA 6667665

Job No.	21-0701
Drawn By	JWS
Submittal Dates	3-25-2021
	6-16-2022
	2-21-2023
	5-21-2025
Revision Dates	
City Comments #1	8-26-2021
Phase Lines	6-16-2022
City Comments #2	2-21-2023
New Base	5-21-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-4 of 4

KING'S LANDING
FORT PIERCE, FLORIDA

DRAWING INDEX

SHEET NUMBER	SHEET NAME
-CV	COVER
A-1.10	OVERALL SITE PLAN
A-1.11	CONDO & RETAIL 2
A-1.12	HOTEL & RETAIL 1
A-2.00	SITE RENDERING
A-2.10	STREET ELEVATIONS
A-2.11	STREET ELEVATIONS
A-2.12	STREET ELEVATIONS
A-2.13	STREET ELEVATIONS
A-2.21	SITE CONTEXT AND STYLE REFERENCE
A-2.22	STYLE REFERENCE & PRECEDENT
A-2.23	MATERIALS

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by him/her conform to the requirements of the applicable fire-safety standards as determined by the local authority in accordance with the provisions of Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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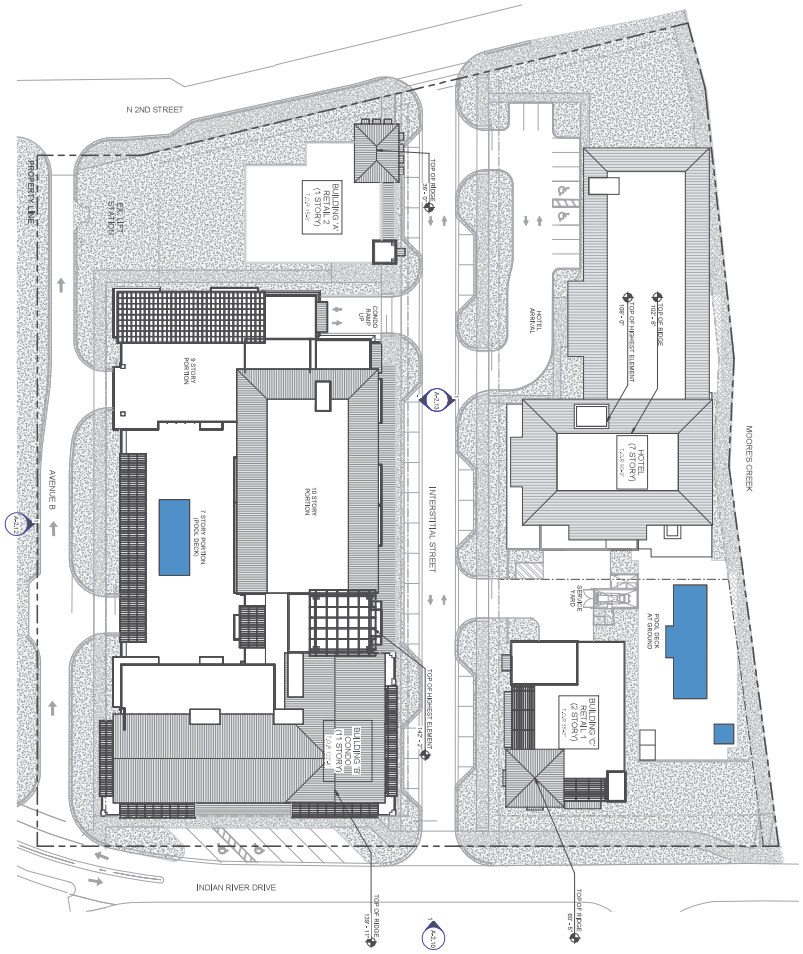
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAUDATO HOLDINGS GROUP

KING'S LANDING
FORT PIERCE, FL

CITY SUBMISSION 05-22-2025

COVER

-CV



OVERALL SITE PLAN

1 A-1.10 1" = 30'-0"

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 2512

SHEET NUMBER

A-1.10

PRINT DATE: 5/22/2025 5:14:27 PM

DRAWING NAME

OVERALL SITE PLAN

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC + JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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President
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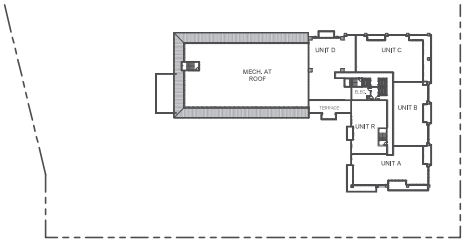
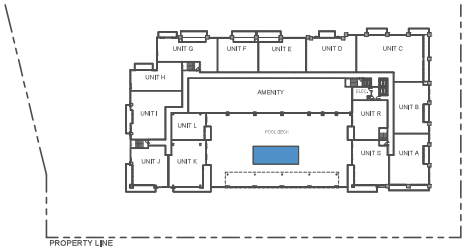
REV	DESCRIPTION	DATE:



CONDO - LEVEL 11 6 A-1.11
1" = 50'-0"



CONDO - LEVEL 07 3 A-1.11
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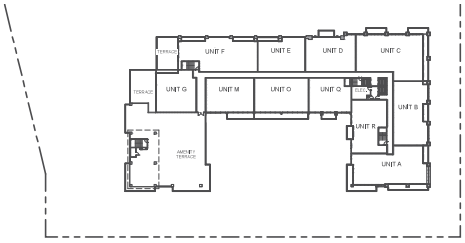

CONDO - LEVEL 10 5 A-1.11
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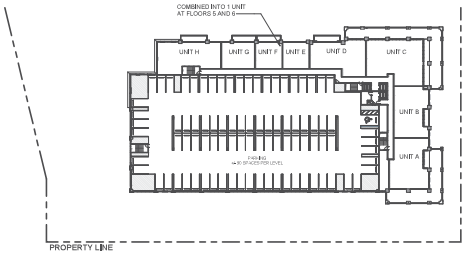
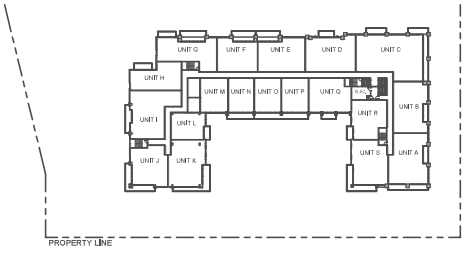
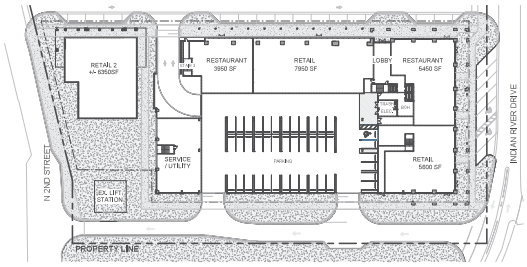


CONDO - LEVEL 02 - 06 2 A-1.11
1" = 50'-0"



CONDO - LEVEL 08 -09 4 A-1.11
1" = 50'-0"



CONDO & RETAIL 2 - GROUND PLAN 1 A-1.11
1" = 50'-0"

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by him/her are in conformity with the applicable life-safety standards as determined by the local authority having jurisdiction and with the current edition of Florida Statutes.

REV	DESCRIPTION	DATE

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Principal Architect
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Garcia-Stromberg.com
Florida Certificate of Authorization #AA26000550

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAUREL OAKS HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
CONDO & RETAIL 2

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2021-
SHEET NUMBER
A-1.11

DRAWING DATE
05/22/25 9:42 PM

HOTEL- LEVEL 03 - 06 (3)
1" = 50'-0" A1.12

HOTEL & RETAIL - LEVEL 02 (2)
1" = 50'-0" A1.12

HOTEL & RETAIL 1 - GROUND PLAN (1)
1" = 50'-0" A1.12

To the best of the architect's or engineer's knowledge, the plans and specifications incorporated into the permit application are in compliance with the applicable florida building codes and amendments as determined by the local authority in accordance with the requirements of section 553.79(5), florida statutes.

REV	DESCRIPTION	DATE

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Garcia Stromberg #AA0003000
Angel G. Garcia, AIA, NCARB
Florida #AR0017484

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CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAURUS REAL HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
HOTEL & RETAIL 1

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2021
SHEET NUMBER
A-1.12
DATE 22 MAY
SCALE 1/16" = 1'-0"

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 2512

SHEET NUMBER

A-2.00

PRINT DATE: 5/22/2025 5:14:34 PM

DRAWING NAME

SITE RENDERING

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC + JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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Peter T. Stromberg, RA, NCARB
President
AR0016868

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REV	DESCRIPTION	DATE:

RENDERING ALONG INDIAN RIVER DRIVE LOOKING SW

EAST (INDIAN RIVER DR) ELEVATION

1" = 20'-0"

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2021-

SHEET NUMBER
A-2.10

DRAWING NAME
STREET ELEVATIONS

PROJECT
KING'S LANDING
FORT PIERCE, FL

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LEGACY HOLDINGS GROUP

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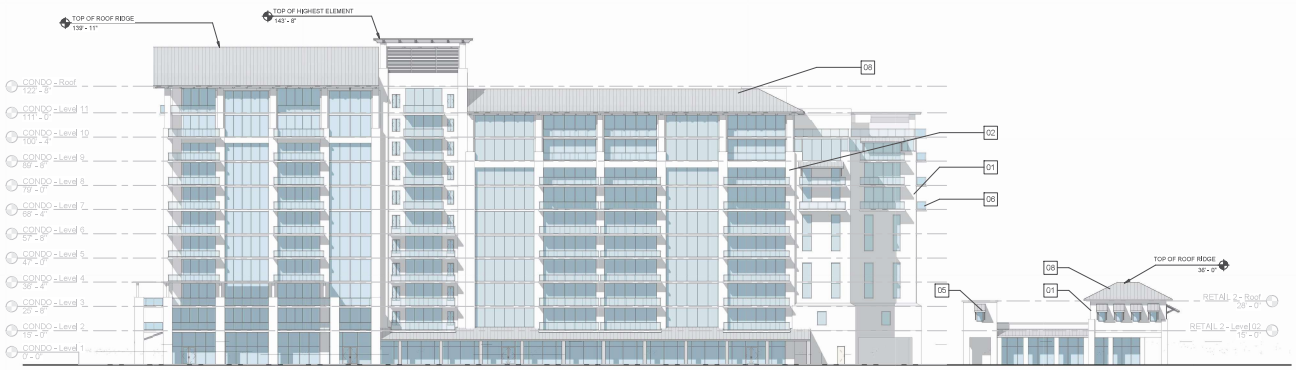
REV	DESCRIPTION	DATE

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by the architect or engineer are in conformance with the applicable life-safety standards as determined by the local authority having jurisdiction and with the Florida Building Code, 8th Edition (2023).



INTERNAL STREET A
1" = 20'-0"

RENDERING ALONG INTERNAL STREET LOOKING SE

To the best of the architect's or engineer's knowledge, the plans and specifications incorporated herein shall conform to the minimum requirements of the applicable portions of the Florida Building Code and the applicable fire-safety standards as determined by the local authority in accordance with the provisions of Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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Garcia Stromberg Architects LLC AA26003202

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LEVEL 5 HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STREET ELEVATIONS

SHEET NUMBER
A-2.11

PROJECT NUMBER 2021

DATE
05.22.2025 5:10:17 PM

CITY SUBMISSION 05-22-2025

SOUTH (AVENUE B) ELEVATION 1
1" = 20'-0" A2.12

RENDERING LOOKING NNW

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by him/her are in conformity with the applicable fire-safety standards as determined by the local authority having jurisdiction and the Florida Building Code, 8th Edition (2023).

REV	DESCRIPTION	DATE

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Alan F. Southern, RA, NCARB
Principal
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Tel: 651.415.9555
Certificate of Authorization #AA0003202

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAS OLAS HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STREET ELEVATIONS

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2501

SHEET NUMBER
A-2.12

ISSUE DATE
05/22/25 5:13 PM

RENDERING ALONG INTERNAL STREET LOOKING NORTH

INTERNAL STREET B
1" = 20'-0"

1 / A2.13

To the best of the architect's or engineer's knowledge, the plans and specifications incorporated herein shall conform to the minimum applicable fire-safety standards as determined by the local authority in accordance with the provisions of Florida Statutes.

REV	DESCRIPTION	DATE

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garcia stromberg

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Garcia Stromberg Architects 00002000

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAS OLAS HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STREET ELEVATIONS

SHEET NUMBER
A-2.13

PROJECT NUMBER: 2021-
DATE: [illegible]
SCALE: AS SHOWN

CITY SUBMISSION 05-22-2025

SITE CONTEXT REFERENCES / PRECEDENT IMAGES

US DISTRICT COURT MAGISTRATE -
101 N US HWY 1, FORT PIERCE,FL 34950

DESIGN PRECEDENT

- WINDOW BAY RHYTHM - MIX OF FULL HEIGHT AND PUNCHED OPENINGS
- ELEVATION WITH HORIZONTAL DELINEATION OF HEAVIER BASE, MID-ZONE, AND LIGHTER TOP LEVEL.
- TOWER ELEMENT CREATING VARIED ROOF PROFILE
- SOLID ANCHORING MASSING ELEMENTS

MANATEE CENTER -
480 N INDIAN RIVER DR, FORT PIERCE,FL 34950

DESIGN PRECEDENT

- METAL ROOF
- MIX OF HIP, GABLE, AND SHED ROOF ELEMENTS.
- COVERED SHED TYPE LOGGIA

SEVEN GABLES HOUSE -
482 N INDIAN RIVER DR, FORT PIERCE,FL 34950

DESIGN PRECEDENT

- GABLE ROOFS
- EXPOSED RAFTER TAIL DETAILING
- LARGE BALCONIES & TERRACES
- AWNING DETAILS

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by him/her conform to the requirements of the applicable fire-safety standards as determined by the local authority in accordance with the Florida Fire Prevention Code, 8th Edition (2023).

REV	DESCRIPTION	DATE

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AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAND LORD HOLDINGS GROUP

KING'S LANDING

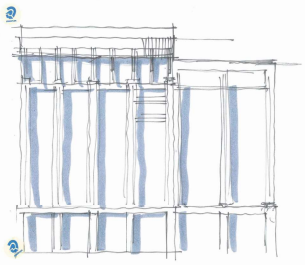
FORT PIERCE, FL

SITE CONTEXT AND STYLE REFERENCE

CITY SUBMISSION 05-22-2025

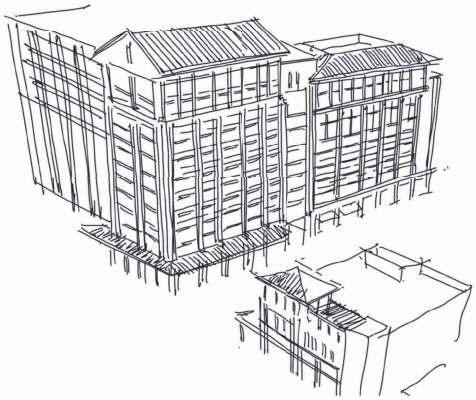
A-2.21

SITE CONTEXT REFERENCES / PRECEDENT IMAGES



CONCEPT SKETCH

CONCEPT SKETCH



DESIGN CONCEPTS AND ARCHITECTURAL LANGUAGE:

- MASSING STEPS DOWN FROM THE EAST TO THE WEST, ENDING UP AT 2-3 STORIES ALONG THE EASTERN EDGE ADJACENT TO THE LOWER SCALE OF THE EXISTING RESIDENCES.
- ACTIVE URBAN STREET EXPERIENCE.
- RETAIL AND RESTAURANT ALONG STREET LEVEL.
- ACTIVE USES LINING THE PARKING LEVELS TO THE STREET.
- DRAWING INSPIRATION FROM THE SOUTH FLORIDA STYLE, THE VARIOUS BUILDINGS IN THE DEVELOPMENT PROVIDE DIFFERENT INTERPRETATIONS TO CREATE A RICH CONTEMPORARY COLLECTION OF STRUCTURES THAT FORM A COHESIVE WHOLE.
- STANDING SEAM ROOFS WITH EXPOSED RAFTER TAIL DETAILING AND LARGE OVERHANGS.
- TERRACES, AND STREET LEVEL COLONNADES ARE IMPLEMENTED THROUGHOUT .
- A MIX OF GABLE AND HIP ROOF PROFILES CREATED ADDITIONAL VARIETY IN THE FORMS.
- WALL FINISHES CONSISTING OF A MIX OF PAINTED STUCCO, HORIZONTAL SLAT, AND VENEER SHELL STONE CLADDING AT ACCENT AREAS ARE ALSO IN KEEPING WITH THE SOUTH FLORIDA STYLE.
- VARIED WINDOW PATTERNING WITH VARIATIONS FROM FULL HEIGHT WINDOWS TO PUNCHED OPENINGS.
- HORIZONTAL ARTICULATION OF BASE, MID-ZONE, & ROOF LEVEL FROM HEAVY TO LIGHT.
- LOUVERED PANELS AND SUN GRILLS CREATE A FINAL CONSISTENT LANGUAGE OF DETAILING.

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by him/her conform to the requirements of the applicable fire-safety standards as determined by the local authority in accordance with the Florida Fire Prevention Code, 8th Edition (2023).

REV	DESCRIPTION	DATE

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CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LAURUS HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STYLE REFERENCE & PRECEDENT

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2021

SHEET NUMBER
A-2.22

DATE
05/22/25 5:52:12 PM

METAL ROOF
(KEYNOTE 08)

ARCHITECTURAL SUNSHADE
(KEYNOTE 05)

ALUMINUM FINISH
COLOR: BRONZE

ROOF TRELLIS
(KEYNOTE 07)

MECHANICAL SCREEN
(KEYNOTE 04)

EXTERIOR WALL FINISH 02
(KEYNOTE 02)
BASIS OF DESIGN:
SHERWIN WILLIAMS - SW 9584

GLASS ALUMINUM RAILINGS
(KEYNOTE 06)

STONE CLADDING
(KEYNOTE 03)

EXTERIOR WALL FINISH 01
(KEYNOTE 01)
BASIS OF DESIGN:
SHERWIN WILLIAMS - SW 7006

CITY SUBMISSION 05-22-2025

PROJECT NUMBER: 2021

SHEET NUMBER
A-2.23

DRAWING NAME
MATERIALS

PROJECT
KING'S LANDING
FORT PIERCE, FL

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LENNAR HOLDINGS GROUP

garcia stromberg

Peter J. Stromberg, AIA, NCARB
Principal
#AR0018581

Joseph H. Garcia, AIA, NCARB
Principal
#AR0017958

3200 North Federal Highway
Fort Lauderdale, FL 33306
561.241.6555
Certificate of Authorization #AA0003880

© Garcia Stromberg

REV	DESCRIPTION	DATE

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by him conform to the requirements of the applicable fire-safety standards as determined by the local authority in accordance with the provisions of Chapter 633, Florida Statutes.

garcia stromberg

memo

date: 5-16-2025
re: King’s Landing Design Narrative

King’s Landing is a mixed-use waterfront project with a unique sense of place and an aesthetic that will create a lasting memory through architecture and art. A destination that resonates in the mind. Architecture is at one with the community, the site, and the vernacular of a historic location.

King's Landing is an urban infill project that incorporates 106 residential units, 148 key hotel, mixed retail, function spaces, and restaurants in the heart of the city. King's Landing enhances the waterfront experience of this destination marina through vibrant walkable streets, bringing local residents, marina guests, and hotel guests together in an active gathering space. Above the restaurant spaces along the waterfront is a rooftop multi-use function space to hold small events and gatherings. The residential component incorporates luxury waterfront living with large exterior living room spaces creating a seamless indoor/outdoor experience, and rooftop amenities and pool area along the Southwest side of the building. Ample parking for the hotel and residences is provided in a multi-level garage screened behind retail and residential units.

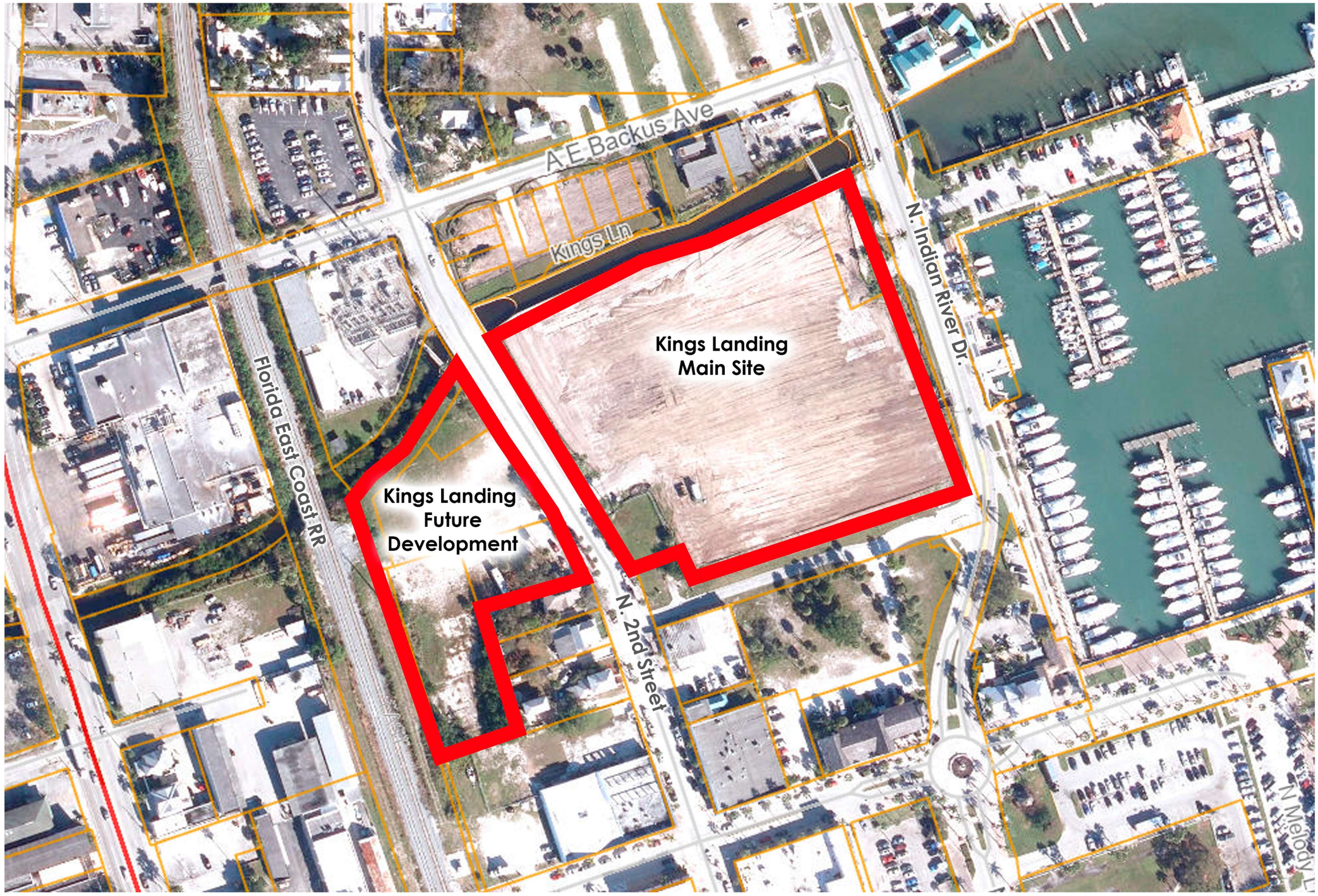
The overall character of King’s Landing respects the surrounding community not only inherent in the architectural style, colors, and details, but in the overall massing that steps down from the East to the West, ending up at 2-3 stories along the Eastern edge adjacent to the lower scale of the existing residences. Drawing inspiration from the South Florida Style, the various buildings in the development provide different interpretations to create a rich contemporary collection of structures that form a cohesive whole. Standing seam roofs, exposed rafter tail detailing, large overhangs, deep terraces, and street level colonnades are implemented throughout. A mix of gable and hip roof profiles created additional variety in the forms. Wall finishes consisting of a mix of painted stucco,

2365 VISTA PKWY, SUITE 16
WEST PALM BEACH, FL 33411
GARCIASTROMBERG.COM
561.478.5855

horizontal slat, and veneer shell stone cladding at accent areas are also in keeping with the South Florida Style. The façade design creates a horizontal articulation of base, mid-zone, & roof level from heavy to light. The condominium/mixed use building brings a level of contemporary flare to the style with large glass window openings and glass railings. Louvered panels and sun grills create a final consistent language of detailing.

King’s Landing, a project for the evolving City of Ft. Pierce.

2365 VISTA PKWY, SUITE 16
WEST PALM BEACH, FL 33411
GARCIASTROMBERG.COM
561.478.5855



Kings Landing Aerial Map

Fort Pierce, FL

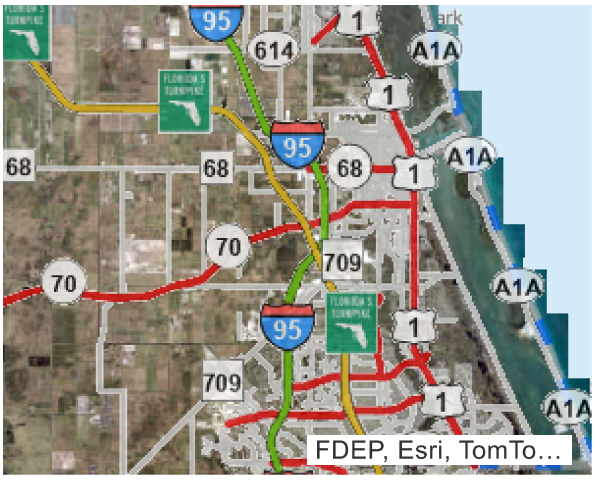
HALEY WARD
WE DO WHAT'S NEXT

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

The report is loading

Parcel Report



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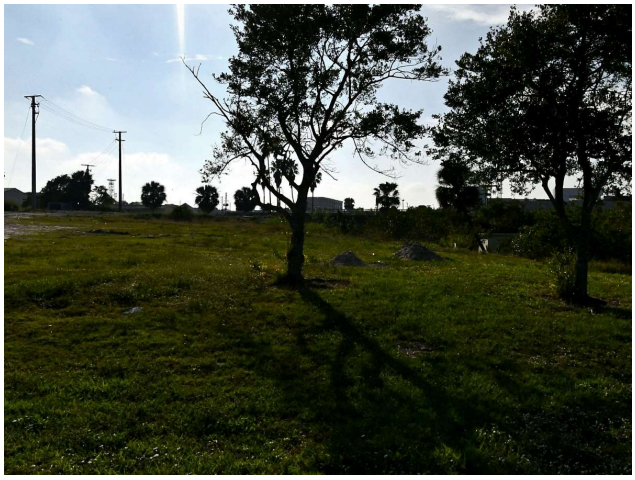

Parcel

Parcel ID: 2410-503-0019-000-5

Property ID: 23037

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $63,200

Finished Area:

Acres: 0.1

Total Area: 4,356

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B FROM INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST,TH RUN NLY 126.3 FT M/L TO POB;TH WLY 87 FT M/L,TH AT RT ANGLE RUN NLY TO MOORE`S CREEK,TH MEANDER ALG CREEK TO W RD R/W LI OF N 2 ST,TH SLY ALG R/W TO POB-LESS NLY 20 FT- (MAP 24/10D) (0.10 AC) (OR 3136-2650)

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
2024	$63,200	$0	$63,200	$0	$63,200	$0	$63,200	$0	$0
2023	$63,200	$0	$63,200	$0	$63,200	$0	$63,200	$0	$0
2022	$63,200	$0	$63,200	$0	$63,200	$63,200	$0	$0	$0
2021	$63,200	$0	$63,200	$0	$63,200	$63,200	$0	$0	$0

Tax Links

SLC Tax Collector’s Office taxes for this parcel

Download TRIM notice for this parcel

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Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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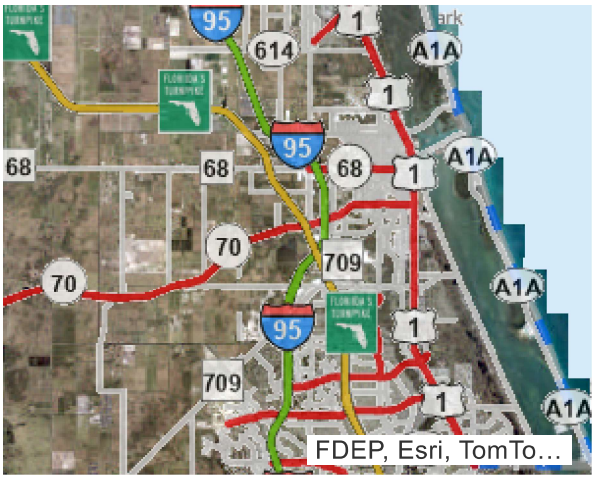
Parcel Report



Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0019-010-8

Property ID: 175188

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $45,500

Finished Area:

Acres: 0.144

Total Area: 6,273

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B NLY AND WLY 20 FT OF FOL DESC PARCEL: BEG INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST, TH RUN NLY TO MOORES CREEK, TH MEANDER ALG CREEK WLY TO R/W LI OF FEC RR, TH SLY ALG R/W LI TO N LI OF AV B, TH ELY TO POB AND THAT PART OF N 1/2 OF VAC AVE B ADJ ON S (0.144 AC - 6,273 SF)

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
2024	$45,500	$0	$45,500	$0	$45,500	$0	$45,500	$0	$0
2023	$45,500	$0	$45,500	$0	$45,500	$0	$45,500	$0	$0
2022	$45,500	$0	$45,500	$0	$45,500	$45,500	$0	$0	$0
2021	$45,500	$0	$45,500	$0	$45,500	$45,500	$0	$0	$0

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	2019	0.3	0

v2023-08-17

Saint Lucie County Property Appraiser
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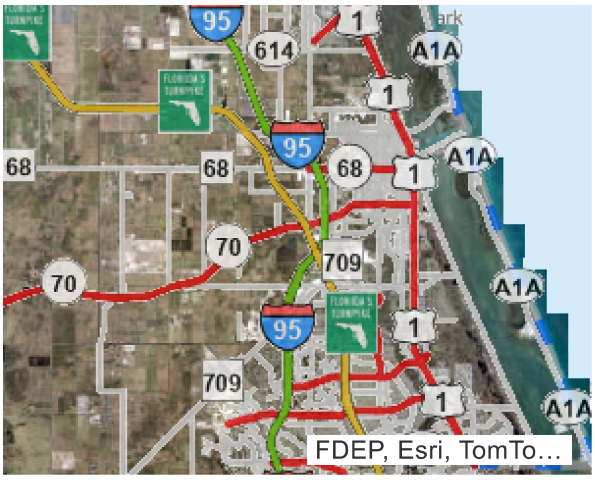
Parcel Report



Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0020-000-5

Property ID: 23038

Owner 1: Audubon Development Inc

Site Address: 299 N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $361,900

Finished Area:

Acres: 0.573

Total Area: 24,960

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B BEG INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST,TH RUN NLY 126.3 FT M/L,TH WLY 87 FT M/L,TH NLY TO MOORES CREEK,TH MEANDER ALG CREEK WLY TO R/W LI OF FEC RR,TH SLY ALG R/W LI TO N LI OF AV B,TH ELY TO POB-LESS NLY AND WLY 20 FT- AND THAT PART OF N 1/2 OF VAC AVE B ADJ ON S (MAP 24/10D) (0.573 AC - 24,960 SF) (OR 3136-2650)

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
2024	$361,900	$0	$361,900	$0	$361,900	$0	$361,900	$0	$0
2023	$361,900	$0	$361,900	$0	$361,900	$0	$361,900	$0	$0
2022	$361,900	$0	$361,900	$0	$361,900	$361,900	$0	$0	$0
2021	$361,900	$0	$361,900	$0	$361,900	$361,900	$0	$0	$0

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	2010	1.1	75.9

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

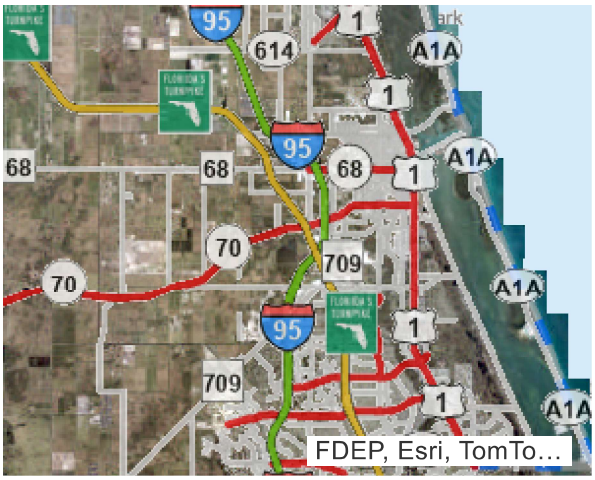
A/C %: 0

v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

Parcel Report



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Parcel

Parcel ID: 2410-503-0030-000-8

Property ID: 23043

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $171,200

Finished Area:

Acres: 0.271

Total Area: 11,805

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK E LOT 1 AND W 3.5 FT OF LOT 2 AND THAT PART OF S 1/2 OF VAC AVE B ADJ ON N (0.271 AC - 11,805 SF) (MAP 24/10B) (DBK 261-544) (OR 732-2814)

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
2024	$171,200	$0	$171,200	$0	$171,200	$0	$171,200	$0	$0
2023	$171,200	$0	$171,200	$0	$171,200	$0	$171,200	$0	$0
2022	$171,200	$0	$171,200	$0	$171,200	$171,200	$0	$0	$0
2021	$171,200	$0	$171,200	$0	$171,200	$171,200	$0	$0	$0

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	1999	0.5	34.5

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	11,805	SqFt

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2022	$100	0318	SPWD	Fort Pierce Redevelopment Agency	4804-2930	Clerk of Courts
03/07/2022	$100	0318	SPWD	Ft Pierce City Of	4804-2889	Clerk of Courts
03/11/1991	$100	XX02	WD	Fort Pierce Utilities Authority,	732-2814	Clerk of Courts

Photos

v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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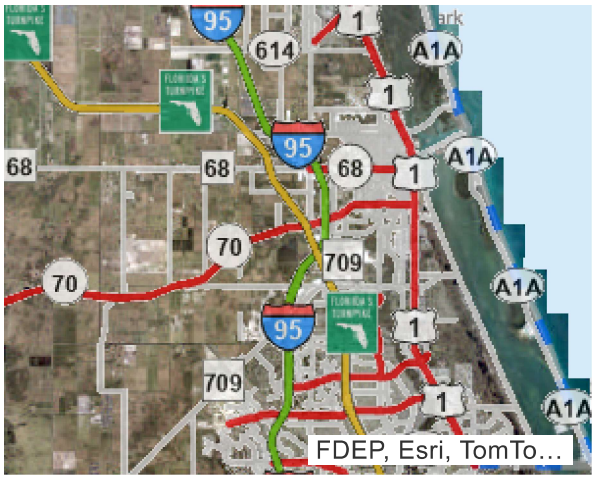
Parcel Report



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v2023-08-17

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Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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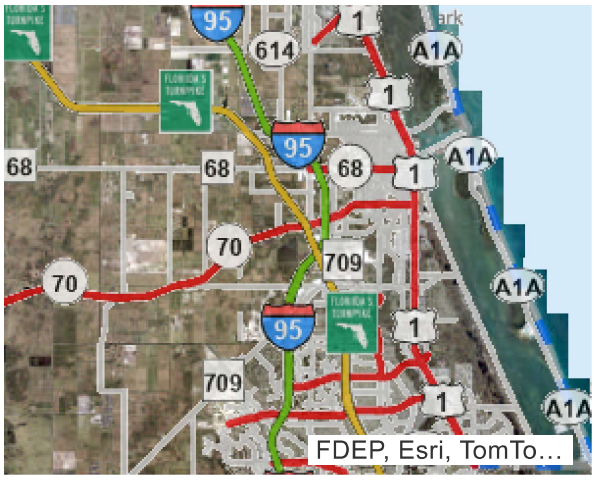
Parcel Report



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v2023-08-17

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Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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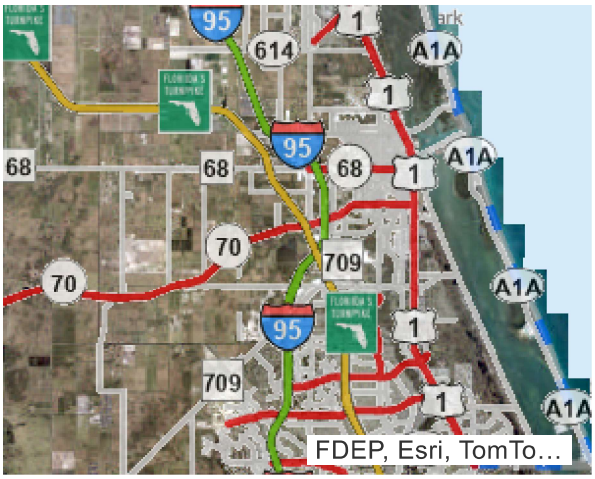
Parcel Report



Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0041-020-4

Property ID: 23050

Owner 1: Audubon Development Inc

Site Address: 301 N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $2,842,300

Finished Area:

Acres: 3.75

Total Area: 163,350

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE`S CREEK,TH ELY ALG S BANK OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT- (MAP 24/10B) (3.75 AC) (OR 3136-2650)

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
2024	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$0
2023	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$0
2022	$2,842,300	$0	$2,842,300	$0	$2,842,300	$2,842,300	$0	$0	$0
2021	$2,842,300	$0	$2,842,300	$0	$2,842,300	$2,842,300	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

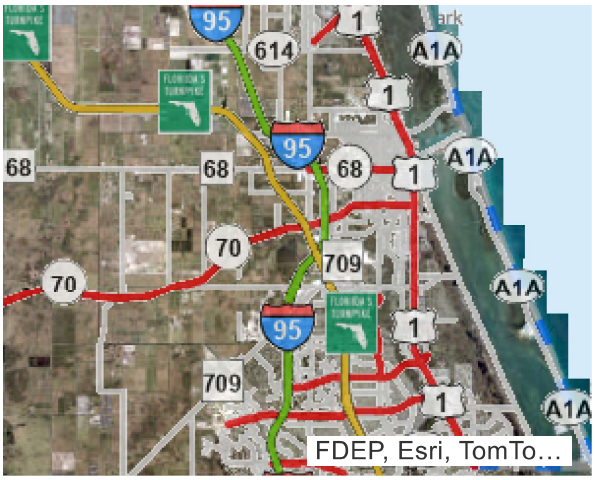
Download TRIM notice for this parcel

v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

Parcel Report



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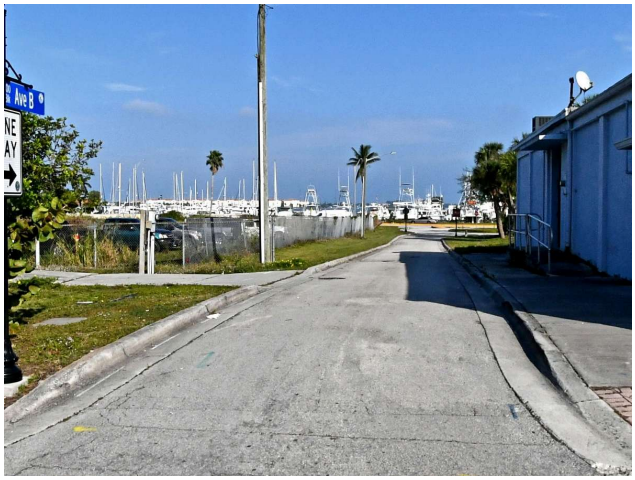


Parcel

Parcel ID: 2410-503-0043-000-2

Property ID: 23055

Owner 1: Audubon Development Inc

Site Address: N INDIAN RIVER DR

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $631,600

Finished Area:

Acres: 1

Total Area: 43,560

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE 10 35 40 E 20 FT AND S 50 FT AND N 165 FT OF E 75 FT AND S 87 FT OF W 67 FT OF THE FOL DESC PARCEL: BEG AT NW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO SLY LI OF MOORE`S CREEK,TH ELY ALG R/W LI OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB- (1 AC - 43,560 SF) (MAP 24/10B)

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
2024	$631,600	$0	$631,600	$0	$631,600	$0	$631,600	$0	$0
2023	$631,600	$0	$631,600	$0	$631,600	$0	$631,600	$0	$0
2022	$631,600	$0	$631,600	$0	$631,600	$631,600	$0	$0	$0
2021	$631,600	$0	$631,600	$0	$631,600	$631,600	$0	$0	$0

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	2019	2.7	0

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	43,560	SqFt

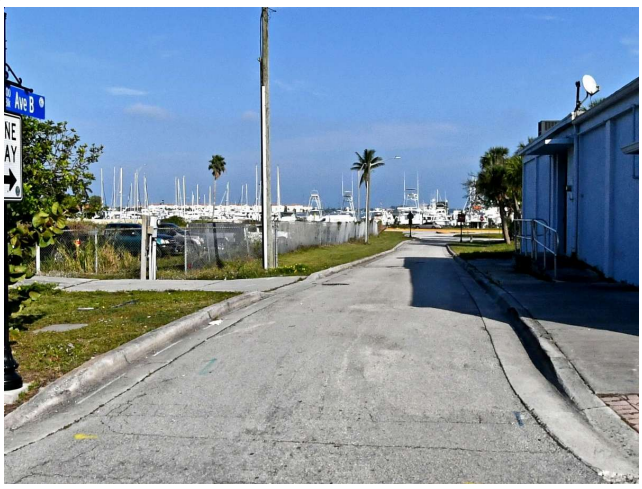
Permits

Permit Number	Issue Date	Description
F92-001610	12/27/1992	Roof
F91000547	04/25/1991	Roof
F88000002B	12/31/1987	Commercial New Construction

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2022	$100	0318	SPWD	Fort Pierce Redevelopment Agency	4804-2930	Clerk of Courts
03/07/2022	$100	0318	SPWD	Ft Pierce City Of	4804-2874	Clerk of Courts
12/31/1899	$0				-	Clerk of Courts

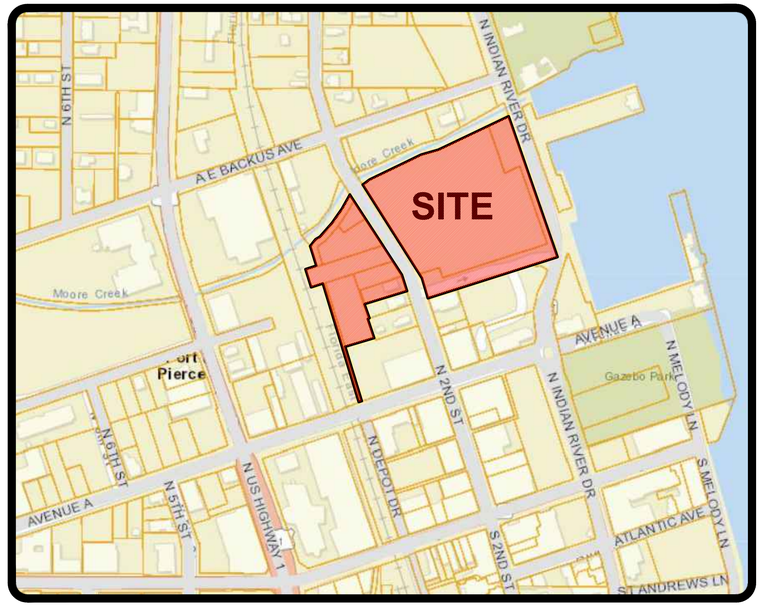
Photos



v2023-08-17

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK ESTATES GROUP



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

LEGAL DESCRIPTION (BY SURVEYOR):

PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK "A", 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 AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 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 MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1962; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E"; PORTIONS OF LOTS 7 AND 8 OF BLOCK "E"; A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, 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 SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E"; SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 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.
2. THE LAST DATE OF FIELD WORK WAS JANUARY 29, 2025.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 7.1 ACRES, MORE OR LESS.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY LINE OF PARCEL "A" PER THE LINE LABELED AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
10. 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.
11. 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.
12. THE NORTH EAST CORNER OF LOT 1, AND A PORTION OF LOT 2, BLOCK E, PROJECTS INTO THE REALIGNED PORTION OF N. 2ND STREET. THIS SURVEYOR HAS NO KNOWLEDGE OF ANY RIGHT OF WAY DEDICATION FOR THIS REALIGNMENT AND IT IS UNCLEAR IF THIS TRIANGULAR PORTION HAS BEEN TAKEN FOR RIGHT OF WAY OR IS RETAINED AS OWNERSHIP.
13. MOORE'S CREEK AND PLATTED RIVER BANK HAVE BEEN DIGITIZED FROM THE PLAT OF AARON LEE'S MAP OF FORT PIERCE, FLORIDA, PER PLAT BOOK 1, PAGE 189, AND ARE FOR INFORMATIONAL PURPOSES ONLY.
14. FLOOD ZONE LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON F.E.M.A. FIRM NO. 12111C0179K, DATED FEBRUARY 19, 2020. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN FLOOD ZONES X, ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD), AE-4 & AE REGULATORY FLOODWAY AT THIS TIME. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN ON DECEMBER 18, 2019, JUNE 10, 2024, AND JANUARY 29, 2025 UTILIZING A DJI PHANTOM 4 PRO SERIES DRONE, WITH DRONE DEPLOY VERSION 2.34.0 FOR FLIGHT PLANNING AND POST PROCESSING.
2. THE FLIGHT WAS CONDUCTED BY CERTIFIED REMOTE PILOT NO. 4297810.
3. HORIZONTAL CONTROL STATEMENT: MAP BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE PROJECTION, EAST ZONE, US SURVEY FEET, FL83-EF AND UTILIZING EPSG CODE 2236. USE OF FOUND PLAT CONTROL, STATE RIGHT OF WAY POINTS, NGS MONUMENTATION AND/OR SECTIONAL BREAKDOWN WERE USED AS PART OF THE MAPPING PROCESS. DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
4. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE MAP ARE ACCURATE TO WITHIN 1-3 TIMES THE GROUND SAMPLING DISTANCE. MAP MEASUREMENTS ARE WITHIN 1-3% OF GROUND-BASED MEASUREMENTS.
5. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. BUILDING OUTLINES REPRESENT APPROXIMATE ROOF LINE LOCATIONS AS SEEN ON THE AERIAL PHOTOGRAPHY, UNLESS OTHERWISE NOTED.
6. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
7. RELATIVE ACCURACY:
   - GROUND SAMPLING DISTANCE (GSD) RANGE= 0.21 IN/PIXEL
   - TOTAL (RMSE) X: 0.0012 Y: 0.0014 Z: 0.0001

GROUND CONTROL DATA:

LABEL	X ERROR (INCHES)	Y ERROR (INCHES)	Z ERROR (INCHES)
1	-0.0709	0.126	0.2795
2	0.0945	-0.0472	-0.2008
3	-0.0433	0.0906	0.0906
4	0.0748	-0.0591	-0.252
5	-0.0669	0.2441	0.0591
6	0.189	0	0.2677
7	0.0197	-0.1969	-0.1457
8	0.0394	0.0197	-0.0748
9	-0.1496	-0.0984	-0.2008
10	0.0906	-0.0394	0.1024
11	-0.1811	-0.0394	0.0748

SHEET INDEX:

1 VICINITY MAP & NOTES
2 MAP SHEET

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR AND MAPPER — DATE OF MAP:
FLORIDA REGISTRATION #5556

ENGINEERS & SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
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 8267

DRAWN BY: CPS
CHECKED BY: MTO
FILENAME: 25-114 B&T - REV3.dwg
LAYOUT: LAYOUT1
SCALE: AS SHOWN
DATE: May 16, 2025

DATE	REVISION/COMMENTS
05/16/25	REMOVAL OF PARCEL B
04/21/25	UPDATED FROM COMMENTS (JASON C. HILL)
04/01/25	UPDATED FROM COMMENTS

BOUNDARY & TOPOGRAPHIC SURVEY
FOR: LIVE OAK GROUP ESTATES
RECORD INFORMATION
SEC. 10, TWNSHP. 35 SOUTH, RGE. 40 EAST
SAINT LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

25-114

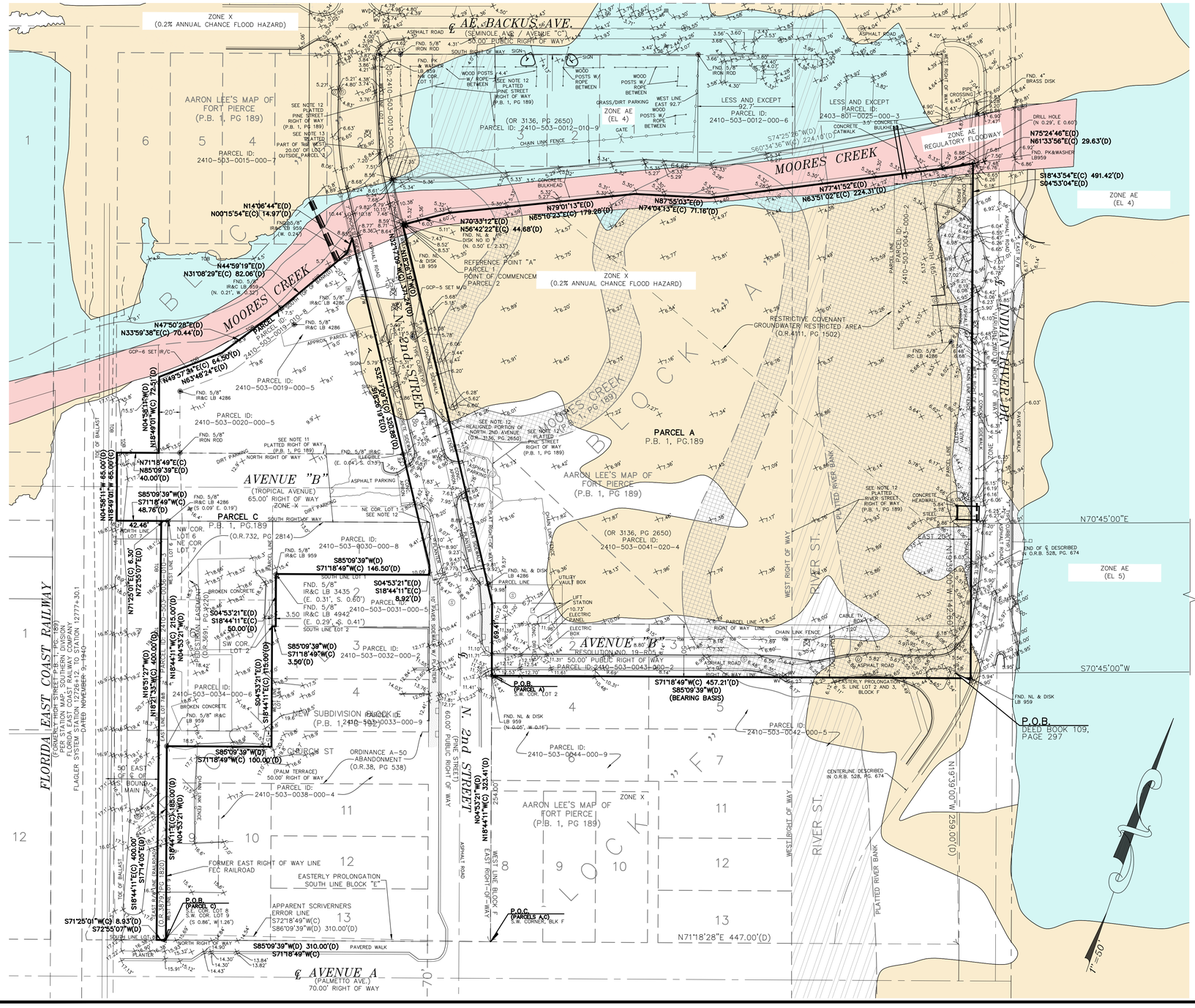
1 OF 2

THIS DOCUMENT WAS PREPARED, RELEASE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

X:\EDC-2025\25-114 - Kings Landing Main Site - Bill Yines\SURVEY\Dwg - PDF\DWG\25-114 B&T - REV3.dwg, 5/16/2025 4:58:07 PM
THIS DOCUMENT, IN PART OR WHOLE, IS NOT TO BE USED IN ANY MANNER CONTRARY TO SECTION 481.84, FS AND WITHOUT THE EXPRESS WRITTEN CONSENT OF EDC, INC. AND IS NOT INTENDED FOR USE IN ANY OTHER LOCATION OR FOR ANY PROJECT OTHER THAN THE ONE SPECIFIED HEREIN. ANY REUSE OF THIS DOCUMENT WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY EDC, INC. FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO EDC, INC. AN EXTENSION OF SERVICE IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED.

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK ESTATES GROUP



GRAPHIC SCALE

50 0 25 50 100 120

(IN FEET)
1 inch = 50 ft.

ABBREVIATION & SYMBOL LEGEND

FND = FOUND
NL = NAIL
ID = IDENTIFICATION
(C) = CALCULATED
(D) = DEED
FEC = FLORIDA EAST COAST
IR&C = IRON ROD & CAP
LB = LICENSED BUSINESS
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
PK = PARKER & CAYLON
P.B. = PLAT BOOK
CL= CENTERLINE
WV = WATER VALVE

TEL = AT&T RISER
BFP = BACK FLOW PREVENTER
= BENCH
= BENCHMARK
= BIKE RACK
FEC = FLORIDA EAST COAST
CATV = CABLE RISER
= CABLE/TV HANDHOLD
= CATCH BASIN
CO = CLEAN OUT
= CONCRETE LIGHT POST
CPP = CONCRETE POWER POLE
= CONCRETE POWER POLE W/STREET LIGHT
= CONCRETE SIGNAL LIGHT POLE
= DECORATIVE LIGHT POST
= DIAMETER
= DRAINAGE MANHOLE
EB = ELECTRIC BOX
EHH = ELECTRIC HAND HOLE
EM = ELECTRIC METER
ELEC PANEL = ELECTRICAL PANEL
X 0.00 = EXISTING ELEVATION
FO = FIBER OPTIC RISER
FO VAULT = FIBER OPTIC VAULT
= GROUND LIGHT
= GUARD RAIL
= GUY WIRE ANCHOR
= HYDRANT
IRRP = IRRIGATION PUMP
= IRRIGATION VALVE
= LIGHT POST
= MAILBOX
= METAL LIGHT POST
= MONITORING WELL
OHW = OVERHEAD WIRE
= PARKING METER
RCV = RECLAIMED WATER VALVE
SV = SANITARY VALVE
= SET IRON ROD WITH CAP "L.B. 6599"
= SET NAIL AND DISK "L.B. 6599"
= SIGN
= SPIGOT
= SPRINKLER VALVE
= STREET SIGN
W = WATER SERVICE METER
= CURB INLET
WV = WATER VALVE
= WOOD POLE STREET LIGHT
= WOOD POWER POLE
= TRAFFIC HANDHOLD
UNK HH = UNKNOWN HANDHOLD
RISER BOX = UNKNOWN RISER BOX
BPM = BLUE PAINT MARKS
RPM = RED PAINT MARKS
GPM = GREEN PAINT MARKS
OPM = ORANGE PAINT MARKS
WPM = WHITE PAINT MARKS
A = AIR RELEASE VALVE
F = FPL MANHOLE
U = UNKNOWN TYPE MANHOLE
S = SANITARY MANHOLE
D = STORMWATER DRAINAGE MANHOLE

FLOOD ZONE LEGEND:

ZONE X
ZONE AE (BASEFLOOD ELEVATION 5')
ZONE X (2% ANNUAL CHANCE FLOOD HAZARD)
ZONE AE REGULATORY FLOODWAY

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BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK GROUP ESTATES

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SEC. 10, TWNSHP. 35 SOUTH, RGE. 40 EAST
SAINT LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

25-114

2 OF 2

THIS DOCUMENT WAS PREPARED, REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\EDC\2025\25-114 - Kings Landing Main Site\Revit\SURVEY\Dwg - PREP\DWG\25-114 B&T_REV3.dwg, 4/16/2026 4:49:56 PM,
Z:\EDC\2025\25-114 - Kings Landing Main Site\Revit\SURVEY\Dwg - PREP\DWG\25-114 B&T_REV3.dwg, 4/16/2026 4:49:56 PM

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5021374 OR BOOK 4804 PAGE 2930, Recorded 04/07/2022 03:20:18 PM Doc Tax: $0.70

This Instrument Prepared by:

Tanya Earley, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Tax Parcel Identification No.:
2410-503-0041-020/4
2410-503-0043-000/2
2410-503-0012-010/9
2410-503-0013-000/3
2410-503-0020-000/5
2410-503-0019-000/5
2410-503-0019-010/8
2410-503-0030-000/8
2410-503-0034-000/6
2410-503-0036-010/3
Portion of Avenue B

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 8th day of March, 2022, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, Florida, 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, all those certain parcels of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 2023, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

Print Name: Brittany Meredith

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

Print Name: LaToya Ransom

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization this 8th day of March, 2022, by Linda Hudson as _____ of the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Being a parcel of land lying in Block "A", 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 AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 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 along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

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.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 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 South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****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
**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
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(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			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****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	
****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	

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 Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

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: Single Family: Multifamily:
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					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

REMAINING 3.14 AC OF TOTAL 7.06 AC IS CURRENTLY PRIVATELY OWNED BY AUDUBON DEVELOPMENT FOR PHASE 3 FUTURE DEVELOPMENT OR RIGHT OF WAY TO BE CONVEYED TO CITY OF FORT PIERCE. PHASE 3 ON WEST SIDE OF 2ND STREET NO PROPOSED SITE PLAN CURRENTLY. COMPLETION DATE PER AGREEMENT WITH CITY OF FORT PIERCE NO LATER THAN 11/13/2029

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

Kings Landing
Site Plan Amendment
May 15, 2025

Neighborhood – Northwest of Subject Parcels

Neighborhood – Northeast of Subject Parcels

10250 SW VILLAGE PARKWAY, SUITE 201, PORT ST. LUCIE, FL 34987 772.462.2455 | HALEYWARD.COM

Neighborhood – South of Subject Parcels

Neighborhood – East of Subject Parcels

Neighborhood –West of Subject Parcel (Main Site)

Color Board

Please see attached architectural page.

HALEY WARD

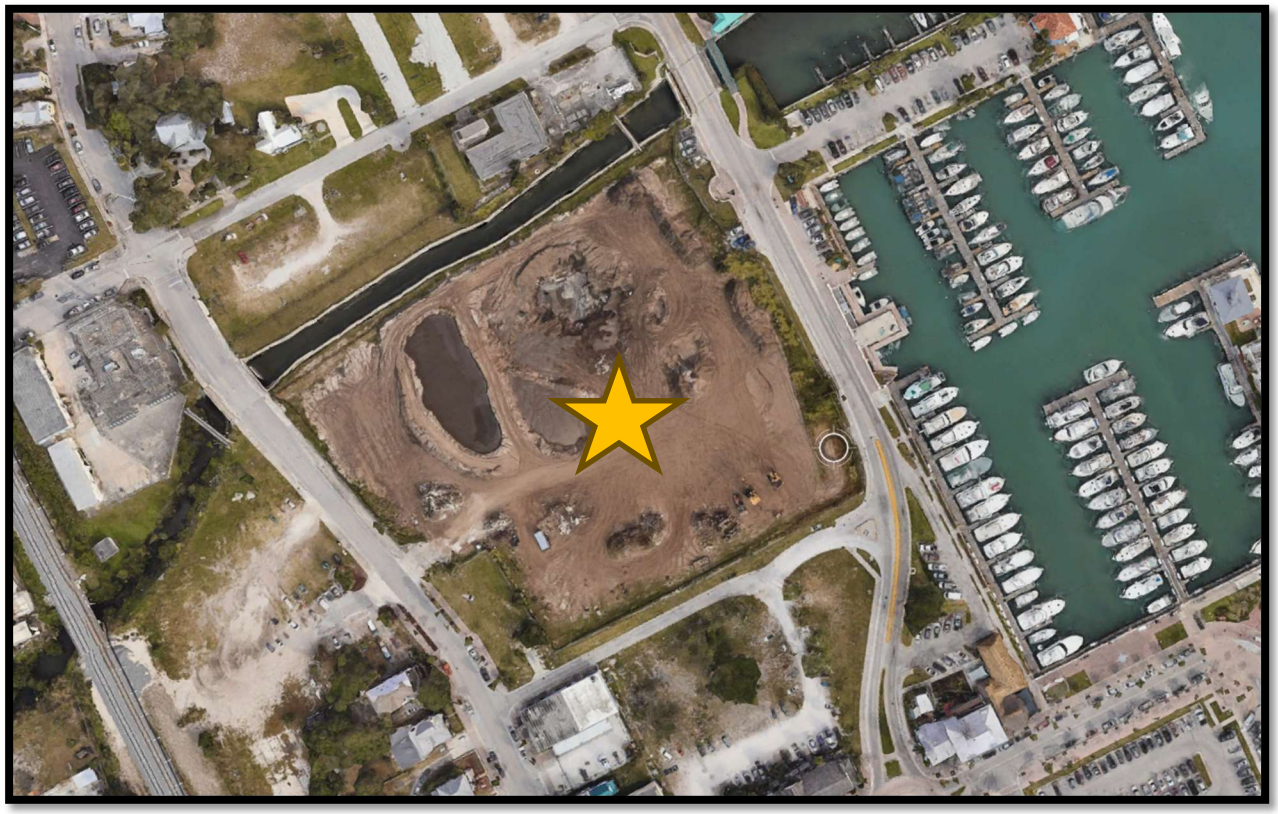
SITE PHOTOS

Kings Landing

Site Plan Amendment

May 27, 2025

Aerial Photo



(Continue to next page)

10250 SW VILLAGE PARKWAY, SUITE 201, PORT ST. LUCIE, FL 34987 772.462.2455 | HALEYWARD.COM

Looking west

Looking east

Looking north

Looking southeast

Sign Renderings

Signage for the proposed development has not yet determined and will be submitted separately for review and approval by the City of Fort Pierce.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5466588 OR BOOK 5296 PAGE 2970, Recorded 04/10/2025 11:43:11 AM

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

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 8 day of April 2025, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation (hereafter referred to as "Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City"); and LIVE OAK HOLDINGS GROUP, LLC., a Florida Limited Liability Company (hereafter referred to as "Live Oak Holdings Group"), whose mailing address is 100 N. Laura Street, Suite 900, Jacksonville, FL 32202.

W I T N E S S E T H:

WHEREAS, as a result of that certain competitive solicitation and procurement (RFQ-2019-003), the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development");

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

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

WHEREAS, Audubon and the City 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"); approving Harbert Realty Services as a joint venture partner subject to certain conditions and extending certain development deadlines (the Amended and Restated Agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement");

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project (all references to "the Project" in this Agreement shall have the meaning defined in the Amended and Restated Agreement) commonly known as the villas plat from Audubon to Kings Landing Ft Pierce, LLC, a Florida limited liability company whose mailing address is 3670 Maguire Blvd., Suite 220, Orlando, FL 32803;

WHEREAS, no portion of this Agreement shall be construed to alter the terms of Resolution No. 25-R05 nor the requirements assigned to Kings Landing Ft Pierce, LLC under that certain assignment and assumption agreement executed January 17, 2025;

WHEREAS, on January 8, 2025, before entering into a final joint venture partnership agreement as contemplated by the Second Amendment, Audubon and Harbert Realty Services, LLC agreed that transition of leadership to Live Oak Holdings Group is in the best interest of the Project, and Audubon provided the City Attorney with a letter addressed to the City Commission containing information related to this transition on January 9, 2025, requesting the City approve Live Oak Holdings Group as a joint venture partner pursuant to paragraph 12 of the Amended and Restated Agreement instead of Harbert Realty Services and presenting written "Joint Venture Salient Terms" entered into between Audubon and Live Oak Holdings Group;

WHEREAS, Audubon and Live Oak Holdings Group, now instead intend to finalize their relationship structure through a purchase and sale agreement, in which Live Oak Holdings Group purchases the Land (as defined in the Purchase and Sale Agreement) together with all development rights and responsibilities associated with the Amended and Restated Agreement and Audubon's interest in the Project is reduced to a limited partnership interest from conveyance of a portion of its purchase price;

WHEREAS, Audubon formally requested approval of the purchase and sale agreement in writing via FedEx delivery received by the City Manager on March 27, 2025;

WHEREAS, the City acknowledges that the deadlines listed on Lines 1-5 of the Construction Schedule, attached hereto as Exhibit "A" have been satisfied through meeting presentations, due diligence, and preliminary site plan modification review with City staff;

WHEREAS, the parties desire to further amend the Amended and Restated Agreement on the terms stated herein.

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

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

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the City's City Commission, the FPRA Board, and Live Oak Holdings Group, whichever is later.

3. **Development Obligations; Timeline.** From and after the effective date of this Agreement, the parties agree that Audubon and/or Live Oak Holdings Group

shall comply with and perform all obligations, terms, and conditions of the Amended and Restated Agreement, including but not limited to strict compliance with the Construction Schedule and all Development Deadlines in Paragraph 9 as amended by the Second Amendment, in part, consistent with Section 8.04 of the Purchase and Sale Agreement. Audubon agrees to cooperate with Live Oak Holdings Group, including but not limited to executing owner authorizations and submitting required documents to the City. The Construction Schedule is re-attached hereto as Exhibit "A." Audubon and/or Live Oak Holdings Group shall be jointly and severally responsible for complying with all Start and Finish Dates for each Task Name within Exhibit "A."

Any site plan amendment shall be submitted by Audubon and/or Live Oak Holdings Group in final and complete form to the City's Planning Department on or before May 31, 2025. Audubon and/or Live Oak Holdings Group shall use all best efforts and due diligence in submitting any additional documentation and/or information reasonably requested by any City department in relation to review of the site plan amendment application and/or reasonably requested in relation to committee, board, City Commission, and/or FPRA Board review and approvals of the site plan amendment.

4. **Approval of Purchase and Sale Agreement.** Pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing, the City hereby approves the sale to Live Oak Holdings Group pursuant to that certain Purchase and Sale Agreement dated February 21, 2025, as amended by that certain First Amendment to Purchase and Sale Agreement dated February 27, 2025 (collectively, the "Purchase and Sale Agreement"), a true and accurate copy of which is attached hereto as Exhibit "B", subject to the following conditions:

   a. The City's requested approval of the Purchase and Sale Agreement is limited solely to the explicitly named entity requested therein, Live Oak Holdings Group. Nothing contained in this Agreement shall be construed as an approval or acceptance of any subsequent assignment, transfer, joint venture, or other transfer to any other entity or affiliate pursuant to Section 15.06 of the Purchase and Sale Agreement without prior written approval of the City, including but not limited to the "Hotel Owner" or "Primary Owner" referred to therein. Any further assignment or transfer 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.

   b. The parties acknowledge that despite the language included in Section 13.01 of the Purchase and Sale Agreement, the Purchase and Sale Agreement is a public

record subject to all requirements of article I, section 24 of the Florida Constitution, and chapter 119, Florida Statutes, et. al.

c. Nothing contained herein shall be construed as accepting any breach or variation to the terms of the Amended and Restated Agreement, including but not limited to the City's reversion rights. The City demands strict compliance and performance with all conditions, obligations, and deliverables under the Amended and Restated Agreement.

5. **Closing Document Approval.** Audubon and/or Live Oak Holdings Group shall provide the City with a final copy of the deed intended to convey the Land at closing and the assignment and assumption agreement required to be delivered at closing no later than sixty (60) days prior to July 15, 2026, or such earlier date as closing may occur pursuant to Article V of the Purchase and Sale Agreement. The closing shall not proceed absent approval from the City as to the language of the deed and the assignment and assumption contract.

6. **Hotel Approvals.** By closing or July 15, 2026, whichever occurs sooner, Live Oak Holdings Group shall have partnered with Mainsail Lodging and Development and the "Hotel Financing" referred to in Article V of the Purchase and Sale Agreement shall be fully and finally closed.

7. **Further Amendments; Extension of Outside Closing Date.** Notwithstanding the ability to amend the Purchase and Sale Agreement or extend the Outside Closing Date pursuant to Article V of the Purchase and Sale Agreement, the closing shall not be extended and there shall be no further amendments of the Purchase and Sale Agreement without the prior written approval of the City.

8. **Performance Bond.** The performance bond relating to Infrastructure Improvements ("Infrastructure Performance Bond") and the performance bonds for Phases 2 through 4 referenced in Paragraph 10(d) of the Amended and Restated Agreement shall be obtained by Live Oak Holdings Group in an amount that equals or exceeds the estimated cost of such construction based on an updated estimate, the estimated amount of which shall be agreed to by the City and Live Oak Holdings Group, within thirty (30) days of receiving written permit approval by the City's building department for each Phase or receiving written permit approval or reactivation of an existing permit(s), whichever occurs sooner, from the City's building department for the site work permit(s) for the Infrastructure Improvements required in Phase 1. Live Oak Holdings Group shall provide the City with notification of permit issuance or reactivation, which may be emailed to the City Manager with carbon copy to the City Attorney, within two (2) business days of receipt. The parties agree that no vertical construction (other than the Hotel) will be conducted by Audubon or Live Oak Holdings Group during Phase 1; therefore, no additional performance bonds, apart from the Infrastructure Performance Bond required for the Infrastructure

Improvements, must be posted by either Audubon or Live Oak Holdings Group in relation to Phase 1. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction for the applicable Phase, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and Live Oak Holdings Group. The performance bond shall be adjusted by Live Oak Holdings Group for any increased estimated cost of construction for each performance bond.

9. **Time of the Essence; Material Breach.** Time is of the essence for all deadlines stated in this Agreement and the Amended and Restated Agreement. Except as provided below, the failure of Audubon and/or Live Oak Holdings Group to strictly and timely comply with any term, condition, or requirement of this Agreement or the Amended and Restated Agreement shall constitute a material breach for which the City may declare the Amended and Restated Agreement to be in default in accordance with the conditions of Paragraph 10 of the Amended and Restated Agreement, and, thereafter, the City may proceed with any and all available remedies. The parties acknowledge and agree that nothing contained herein shall be construed as an agreement to modify or release the City's rights of reversion. In the event that Audubon and/or Live Oak Holdings Group terminate or otherwise fail to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement) neither Audubon nor Live Oak Holdings Group shall have the right to cure such default and the City shall have the right to immediately exercise its rights of reversion upon written notice to Audubon (notice to Live Oaks Holdings Group shall not be required). Audubon agrees it shall not contest the City's immediate exercise of reversion rights and will not contest any legal filings by the City to exercise its reversion rights, except as to assert unreasonable action by the City that resulted in the failure to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement). Upon judicial determination of reversion of title to the Land in favor of the City, Audubon will cooperate with returning the Land in the same title and physical condition it received it, unless improvements have been made to the Land pursuant to the Amended and Restated Agreement, for which the City may agree to accept as is in its sole discretion, and acknowledges that it received the Land for below fair market value ($0.00) under section 163.3180, Florida Statutes, and therefore agrees no bond shall be required to be placed in court registry.

10. **Current Defaults or Breaches.** While the parties acknowledge the City could presently proceed with a notice of default and/or breach pursuant to the Amended and Restated Agreement and under the Second Amendment, the City agrees it will not issue such notice for currently existing defaults or breaches. The City agrees it shall only proceed with a notice of default and/or breach for defaults or breaches which occur after the effective date of this Agreement. Nothing herein, however, shall

limit the City's legal rights or abilities pursuant to the Amended and Restated Agreement, at law, or in equity, to include its right of reversion, should there by any future default(s) or breach(es) by Audubon, Live Oaks Holding Group, or any other subsequent party. Further, nothing herein shall limit the City's ability to proceed with and/or enforce, through any and all available legal means, code enforcement or building code violations on the Land, to include those currently existing.

11. **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 Live Oak Holdings Group, LLC,:

Live Oak Holdings Group, LLC
100 N. Laura Street, Suite 900
Jacksonville, FL 32202
Attn: Paul Bertozzi and Bill Ware

With a copy to:

Lippes Mathias, LLP
10151 Deerwood Park Blvd., Building 300 Suite 300
Jacksonville, FL 32256
Attn: Christopher Walker

12. **Notice Address Update.** Pursuant to Paragraph 20 of the Amended and Restated Agreement, a change of address for Audubon is as follows:

To Audubon Development, Inc.:

Audubon Development, Inc.
P.O. Box 981
Palm Beach , FL 33480

With a copy to:

Jones Foster, P.A.
505 S. Flagler Drive, Suite 1100,
West Palm Beach, FL 33401
Attn: Lainey Francisco

13. **No Further Amendment of Amended and Restated Agreement.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect. Further, Paragraphs 5, 6, 7, 8, and 9 shall specifically remain in full force and effect as written and contained within the Second Amendment.

14. **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 shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESSES:

By: _____
Print Name: Lauren Francisco
Address: 505 S Flagler Dr. Suite 1100 West Palm Beach, FL

By: _____
Print Name: Scott G. Hawkins
Address: 505 S. Flagler Dr. 11th, West Palm Beach, FL 33401

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: President / CEO

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by Dale J. Matteson as President / CEO for AUDUBON DEVELOPMENT, INC., a Florida corporation. 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: M325-170-57-283-0

JENNIFER D. ROBINSON
Notary Public
State of Florida
Comm# HH223128
Expires 3/26/2026

_____
Notary Public, State of Florida
Print Name: Jennifer D. Robinson
Commission #: HH223128
My Commission Expires: 3/24/2026

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda W Cox
Print Name: Linda W. Cox
Address: 100 N US Hwy 1 Fort Pierce FL

By: Linda Hudson
Linda Hudson, Mayor

By: Tina Bel
Print Name: Tina Bel
Address: 100 N US Hwy 1 Fort Pierce FL

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April, 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:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

Notary Public, State of Florida
Print Name: Latoya Ransom
Commission #: HH 171138
My Commission Expires: August 30, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: Lindaw.Cox
Print Name: Lindaw.Cox
Address: 100 N US Hwy 1 Fort Pierce FL

By: Linda Hudson
Linda Hudson, Chairwoman

By: Tina Bel
Print Name: Tina Bel
Address: 100 N US Hwy 1 Fort Pierce, FL

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April, 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:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

Notary Public, State of Florida
Print Name: Latoya Ransom
Commission #: HH 171138
My Commission Expires: August 30, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Live Oak Holdings Group, LLC"

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Print Name: Katherine Ruttell
Address: 13145 cricket cove RD N JAX, FL

By: _____
Print Name: Paul Bertozzi
Title: President

By: _____
Print Name: RALPH POLLANDT
Address: 266 FEVER HAMMOCK DR. SAINT JOHNS FL

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of April, 2025, by Paul Bertozzi as President for LIVE OAK HOLDINGS GROUP, 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: Juanita C. Ellis
Commission #: HH564545
My Commission Expires: 9/22/2028

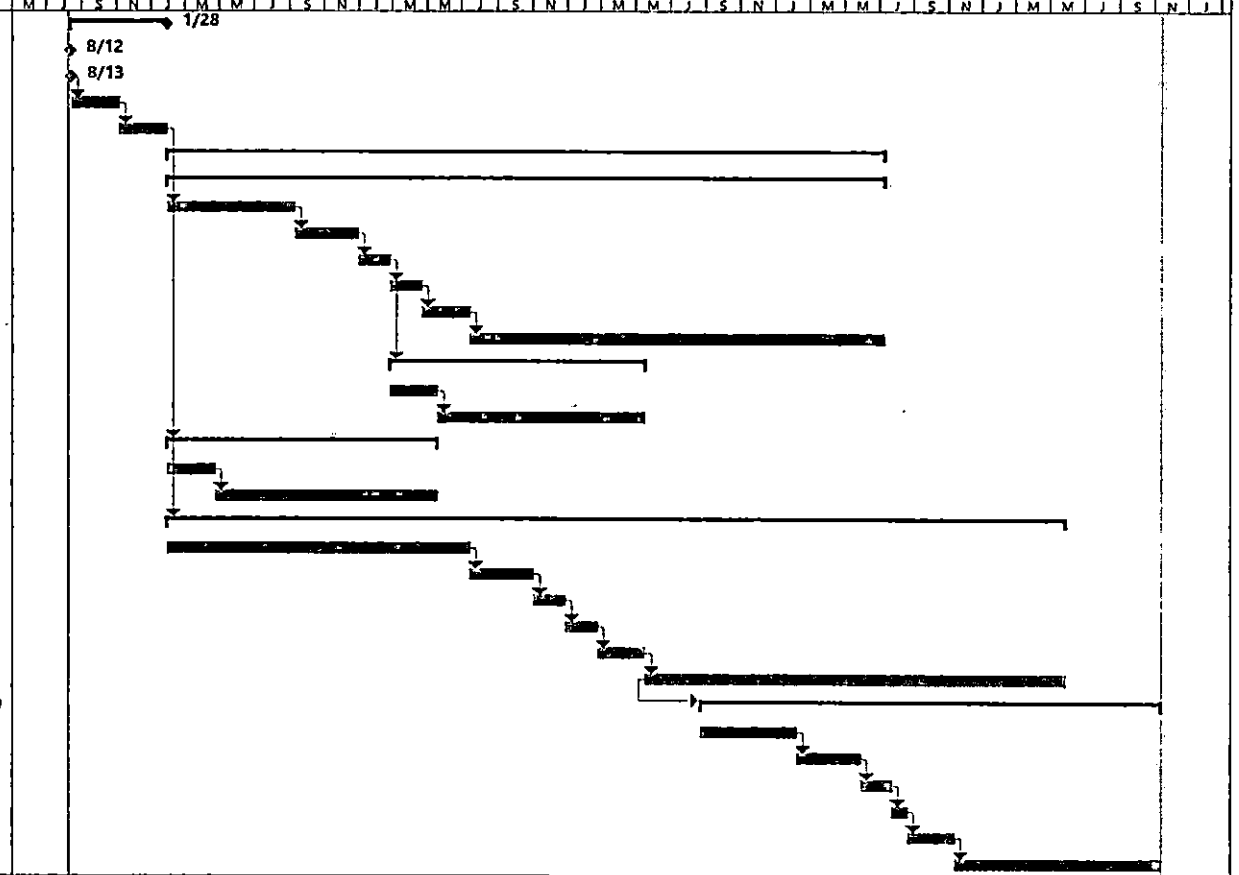
JUANITA C. ELLIS
MY COMMISSION # HH 564545
EXPIRES: September 22, 2028

EXHIBIT
tabbies
A

AUDUBON DEVELOPMENT

KING'S LANDING

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



Fri 8/9/24

OR BOOK 5296 PAGE 2981

EXHIBIT "B"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of the 27th day of February, 2025 (the "**Effective Date**"), by and between **AUDUBON DEVELOPMENT, INC.**, a Florida corporation ("**Seller**"), and **LIVE OAK HOLDINGS GROUP, LLC**, a Florida limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated February 21, 2025 (the "**Agreement**"), relating to the purchase and sale of certain real property located in St. Lucie County, Florida as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to enter into this Amendment to amend certain terms and conditions of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Purchaser do hereby covenant and agree as follows:

1. **Recitals**. Seller and Purchaser do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. **Defined Terms**. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Third Amendment to the Municipal Agreement**. Notwithstanding anything to the contrary in the Agreement, if the Third Amendment referenced in Section 8.04 in the Agreement is not fully executed by the Seller, City and FPRA on or before May 22, 2025, then the Agreement shall terminate and be of no further force and effect.

4. **Modification**. Except as modified by this Amendment, the terms and conditions of the Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern. Seller and Purchaser hereby agree that the Agreement, as amended by this Amendment, shall constitute a valid and binding contract between Seller and Purchaser.

5. **Counterparts; Facsimile**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or e-mail copy of this Amendment and any signatures hereon shall be considered for all purposes as originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SELLER:

AUDUBON DEVELOPMENT, INC.,
a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President and CEO

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC,
a Florida limited liability company

By: _____
Print Name: Paul Bertozzi
Title: Manager

PURCHASE AND SALE AGREEMENT

between

AUDUBON DEVELOPMENT, INC., Seller

and

LIVE OAK HOLDINGS GROUP, LLC, Purchaser

dated as of

February 21, 2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 21st day of February, 2025, is entered into between Audubon Development, Inc., a Florida corporation ("**Seller**"), having an address at P.O. Box 981, Palm Beach, FL 33480, and Live Oak Holdings Group, LLC, a Florida limited liability company ("**Purchaser**"), having an address at 100 N Laura Street, Suite 900, Jacksonville, FL 32202.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

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

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Agreement**" has the meaning set forth in the preamble.

"**Assignments**" has the meaning set forth in Section 5.02(d).

"**Assumed Contracts**" has the meaning set forth in Section 8.03.

"**Assumed Permits and Licenses**" has the meaning set forth in Section 2.01(i).

"**Assumed Warranties and Guaranties**" has the meaning set forth in Section 2.01(j).

"**Bill of Sale**" has the meaning set forth in Section 5.02(c).

"**Business Day**" has the meaning set forth in Section 15.04.

"**Closing**" has the meaning set forth in Article 5.

"**Closing Date**" has the meaning set forth in Article 5.

"**Code**" has the meaning set forth in Section 5.02(e).

"**Construction and Management Agreements** has the meaning set forth in Section 2.01(l).

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Cure Period**" has the meaning set forth in Section 6.03(b).

"**Deed**" has the meaning set forth in Section 5.02(a).

"**Delinquent Property Taxes**" has the meaning set forth in Section 5.05(a)

"**Deposit**" has the meaning set forth in Section 3.01(a).

"**Due Diligence Materials**" has the meaning set forth in Section 4.01.

"**Due Diligence Period**" has the meaning set forth in Section 4.02.

"**Effective Date**" has the meaning set forth in Section 8.04.

"**Environmental Laws**" has the meaning set forth in Section 7.01(i).

"**Escrow Agent**" has the meaning set forth in Article V.

"**Force Majeure Event**" has the meaning set forth in Section 15:15.

"**Hazardous Materials**" has the meaning set forth in Section 7.01(i).

"**Hotel Financing**" has the meaning set forth in Article 5.

"**Improvements**" has the meaning set forth in Section 2.01(b).

"**Inspections**" has the meaning set forth in Section 4.02.

"**Intangible Property**" has the meaning set forth in Section 2.01(k).

"**Land**" has the meaning set forth in Section 2.01(a).

"**MOU**" has the meaning set forth in Article 5.

"**Municipal Agreement**" has the meaning set forth in Section 8.04.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01(l).

"**Outside Closing Date**" has the meaning set forth in Article 5.

"**Permitted Exceptions**" has the meaning set forth in Section 6.02.

"**Personal Property**" has the meaning set forth in Section 2.01(c).

"**Plans and Surveys**" has the meaning set forth in Section 2.01(g).

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Costs**" has the meaning set forth in Section 11.01(b).

"**Purchaser Default**" has the meaning set forth in Section 11.01(a).

"**Purchaser's Representatives**" has the meaning set forth in Section 4.03.

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Default**" has the meaning set forth in Section 11.01(b).

"**Service Contracts**" has the meaning set forth in Section 7.01(f).

"**Site Plan**" has the meaning set forth in Section 3.01(b).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**Title Commitment**" has the meaning set forth in Section 6.03(a).

"**Title Insurance Company**" has the meaning set forth in Section 6.01.

"**Title Objection**" has the meaning set forth in 6.03(b).

"**Title Objection Notice**" has the meaning set forth in 6.03(b).

"**Title Objection Response**" has the meaning set forth in 6.03(b).

"**Transaction Parties**" has the meaning set forth in Section 13.01.

"**Transfer Tax Documents**" has the meaning set forth in Section 5.02(b).

"**Violations**" has the meaning set forth in Section 6.05.

"**Voluntary Liens**" has the meaning set forth in 6.04(a).

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All those certain lots, pieces, or parcels of land located in Fort Pierce, St. Lucie County, Florida, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(e) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) **Intentionally Deleted.**

(g) All plans, surveys, specifications, drawings, architectural and engineering drawings, permits and other ancillary documents related to the construction, renovation or improvement of the Property in the possession of the Seller or in the possession of any of the Seller's contractors, sub-contractors, consultants, vendors, affiliates, assigns, partners, or otherwise, to the extent transferable in connection with the sale of the Property (collectively, the "**Plans and Surveys**");

(h) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(i) Any permit, entitlement, governmental approval, incentives, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property. (collectively, the "**Assumed Permits and Licenses**").

(j) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(k) All rights, title, and interests of Seller in and to: (i) computer software used in connection with any computer systems regarding the Property; (ii) trademarks, trade names, service marks, social media, and other intellectual property rights held or used in connection with the Property or the operation; (iii) other intangibles associated with the Property, including, without limitation, goodwill, logos, and designs related to the Property and other general intangibles relating to the Property; and (iv) all telephone exchange numbers specifically dedicated and identified with the Property (collectively, the "**Intangible Property**").

(l) All right, title, and interest of Seller in and to all engineered plans, approved or otherwise; specifications; construction contracts; construction agreements; the

Reservation Agreements; contracts with any third-party real estate companies, including but not limited to, residential condominium unit and commercial, retail and restaurant space reservation deposits, to the extent assignable in connection with the sale of the Property ("**Construction and Management Agreements**"). The assignment of the Construction and Management Agreements shall also include, to the extent assignable, all licenses with any third-party real estate companies in possession, or where issuance is being contemplated, of the Seller or Seller's assigns, affiliates, partners, vendors. For avoidance of doubt, the licenses contemplated here include, but are not limited to, licenses issued by a government authority, or any other license which could be deemed a license and connected to the Property

ARTICLE III
PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is SIX MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS and 00/100 Dollars ($6,480,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Within THREE (3) Business Days after the Effective Date, Purchaser shall pay the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ("250,000.00") (the "**Initial Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller.

(b) Within THREE (3) Business Days after the earlier to occur of (i) Purchaser's receipt of City's written approval of the modified project site plan (the "**Site Plan**") or (ii) ONE HUNDRED EIGHTY (180) days after the Effective Date, an additional deposit in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ("250,000.00") (the **Additional Deposit**"), by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller. The Initial Deposit and the Additional Deposit are collectively referred to herein as the "**Deposit.**"

(c) THREE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 ($3,980,000.00) of the Purchase Price shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than the Closing Date.

(d) The balance of the Purchase Price in the amount of TWO MILLION DOLLARS 00/100 ($2,000,000.00) shall be conveyed and contributed by Seller and considered paid by Purchaser to Seller in the form of a limited partnership interest in the amount of ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Hotel Owner**") of the contemplated hotel development on the Property (the "**Hotel**

Site"), and ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Primary Owner**") of the contemplated residential condominium and commercial, retail, and restaurant development on the Property (the "**Primary Site**"). Purchaser shall confirm the allocation of the Purchase Price between the Hotel Site and the Primary Site within THIRTY (30) days after the Effective Date, provided that such allocation shall be reasonably acceptable to Seller. The preliminary legal description for the real property upon which the Hotel Site and Primary Site are to be located on the Land as described in Exhibit A attached hereto and made a part hereof. Within one hundred eighty (180) days of the Effective Date of this Agreement, Purchaser shall obtain specific legal descriptions for both the Hotel Site and Primary Site, at which time this Agreement shall be amended to add said legal descriptions for the Hotel Site and Primary Site as Exhibit A-1 and Exhibits A-2 to this Agreement. The operating agreements for the Hotel Owner and the Primary Owner (the "**Operating Agreements**") shall provide (i) for Seller's limited partnership interests to generate a minimum of 8% internal rate of return (calculated from the Closing Date), (ii) for Seller's limited partnership interests to be subject to the same treatment as other limited partnership interests, provided that Seller shall not be obligated to make any additional capital contributions beyond Seller's initial $2,000,000.00 contribution, (iii) that Seller's limited partnership interests shall not be diluted in the event of a limited partner capital call, and (iv) that Purchaser shall be obligated to buy Seller's limited partnership interests for an amount equal to an 8% internal rate of return (calculated from the Closing Date) if a liquidation event has not occurred by the date which is five (5) years following the Closing Date, subject to any delay resulting from a Force Majeure Event. The form of the Operating Agreements shall be reasonably acceptable to Purchaser and Seller.

ARTICLE IV
DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Seller has delivered, or shall cause to be delivered, or made available, all to the extent in Seller's possession or control, materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested to date by Purchaser as set forth in the checklist attached hereto as Exhibit B (collectively, the "**Due Diligence Materials**"). Purchaser reserves the right to make additional requests of Due Diligence Materials up to FIVE (5) business days following the commencement of the Due Diligence Period.

Section 4.02 Due Diligence Period. Purchaser shall have a period of TWENTY (20) days following the full execution of this Agreement by both parties on February 21, 2025 (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, geotechnical and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to

terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Seller shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing, including the Due Diligence Period, and at all times, subject to Section 4.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least TWO (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's

Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) Seller's negligence or willful misconduct; and/or (b) any pre-existing, dangerous, illegal, or defective condition at the Property, except to the extent that such matters or conditions are aggravated by Purchaser's negligence or willful misconduct. The provisions of this Section 4.05 shall survive for a period of TWELVE (12) months following the Closing or earlier termination of this Agreement.

ARTICLE V
CLOSING

The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur through an escrow closing with Lippes Mathias LLP ("**Escrow Agent**") and shall occur on the date ("**Closing Date**") which is the earlier to occur of (i) the closing of loan financing ("**Hotel Financing**") with respect to that certain hotel to be developed in connection with respect to King's Landing Phase I Development, as contemplated in that certain MOU between Live Oak Contracting and Mainsail Lodging and Development dated January 8, 2025 ("**MOU**"), and (ii) July 15, 2026 (the "**Outside Closing Date**"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date upon written notice to Seller in the event that the Hotel Financing is not complete on July 15, 2026, as a result of a Force Majeure Event, and in such event the Outside Closing Date shall be extended by the corresponding number of days during which said Force Majeure Event prevents Purchase from obtaining the Hotel Financing. Purchaser shall give written notice to Seller of any alleged delay in the completion of the Hotel Financing resulting from a Force Majeure Event within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event. In no event shall the Outside Closing Date be extended more than one hundred eighty (180) days as a result of a Force Majeure Event.

Section 5.01 Intentionally Omitted.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to each of the Hotel Owner and the Primary Owner, as applicable, each the following documents executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original special warranty deed (the "**Deed**") duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Hotel Site to the Hotel Owner and title to the Primary Site to the Primary Owner as required by this Agreement.

(b) Counterparts of any required transfer tax returns (the "**Transfer Tax Documents**"), or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities.

(c) A bill of sale (the "**Bill of Sale**") executed by Seller, conveying to the Hotel Owner and the Primary Owner good and marketable title to the Personal Property as

described in the Bill of Sale, free and clear of all encumbrances and adverse claims, and payment of all sales taxes payable in connection with such conveyance of Personal Property.

(d) Assignment of the following, to the extent assignable: (i) all Construction and Management Agreements; (ii) all Assumed Permits and Licenses; (iii) all Plans and Surveys, (iv) the Municipal Agreement; and (v) any Reservation Agreements in effect at the Closing (collectively, the ("**Assignments**"). In conjunction with Seller's delivery of the Assignments, Seller shall also deliver to the Hotel Owner and the Primary Owner the corresponding originals or copies of the Construction and Management Agreements; Assumed Permits and Licenses; and Plans and Surveys being assigned from Seller to the Hotel Owner and the Primary Owner. Notwithstanding the foregoing, Purchaser shall be responsible for obtaining the necessary consents related to any assignment, however, Seller shall cooperate with Purchaser's efforts in obtaining such consents.

(e) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(f) Originals, or copies certified by Seller as being complete, of all applicable outstanding bills, invoices, reservation deposit refunds, and other items that shall be paid by Seller on or before the Closing Date.

(g) A seller's affidavit in form reasonably acceptable to the Title Insurance Company.

(h) A resolution of the president of Seller authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(i) A written certificate stating that all representations and warranties contained in Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder

(j) Counterparts of closing statements jointly prepared by Seller and the Hotel Owner or the Primary Owner, as applicable, reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(k) A certified current list of all reservation deposits, which reservation deposits shall be credited to the Primary Owner at the Closing, and current bank statement reflecting same; and Seller certification that all cancelled reservations have been refunded.

(l) An assignment and assumption of contracts, warranties, permits, and licenses executed by Seller and assigning all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(m) A notice to each vendor under the Assumed Contracts, if any, if required by the terms of such Assumed Contracts.

(n) Evidence of termination of all Service Contracts, if any, except for the Assumed Contracts which the Hotel Owner or the Primary Owner, as applicable, has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(o) The Operating Agreements.

(p) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(q) All other documents necessary or otherwise reasonably required by the Escrow Agent and Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. On the Closing Date, the Hotel Owner and the Primary Owner shall each deliver or cause to be delivered to Seller, each of the following documents, executed, certified, and acknowledged by the Hotel Owner and the Primary Owner, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.05 of this Agreement and as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(b) The Hotel Owner and the Primary Owner shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5.02 of this Agreement.

(c) Resolutions consistent with the Operating Agreements authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including

reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;

(ii) All Delinquent Property Taxes (as hereinafter defined) and associated expenses related thereto; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) The costs charged by Purchaser's Title Insurance Company for the owner's policy; loan policy and all endorsements and the loan policy;

(ii) The costs related to the Survey and any other survey or survey update;

(iii) Any state/county/city/town transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement

(iv) Escrow Agent's fees;

(v) Any other fees or costs incurred by Purchaser in connection with Purchaser's due diligence reviews or the transactions contemplated by this Agreement, including, without limitation, Purchaser's attorneys' fees; and

(vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 5.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments, provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment shall be made when the actual tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then

a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller. Purchaser acknowledges that Seller has informed Purchaser that real estate taxes for the Property are delinquent ("**Delinquent Property Taxes**") and Purchaser agrees that, until the Closing, Seller shall not be obligated to pay such Delinquent Property Taxes or any other real estate taxes that become due and payable prior the Closing; provided, however, Seller shall remain solely liable for the payment of such Delinquent Property Taxes at Closing, including, but not limited, to any late fees, interest or other expenses due to such Delinquent Property Taxes being past due. Seller shall take any and all actions necessary to redeem, payoff or otherwise terminate any such tax certificate at or prior to Closing.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided that Purchaser shall be responsible for all utility hook up charges and related administrative fees.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the State of Florida.

(f) Fees, charges, penalties, or costs assessed by any governmental organization.

Section 5.06 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed ONE THOUSAND and 00/100 Dollars ($1,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.06 shall survive the Closing.

ARTICLE VI
TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that Escrow Agent as authorized agent for Fidelity Title Insurance Company (the "**Title Insurance Company**") is willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property.

(c) The state of facts shown on that certain ALTA/NSPS Land Title Survey made by EDC, Inc. dated February 27, 2020 ("**Survey**") and any additional state of facts a new or updated survey or personal inspection would show.

(d) Taxes and assessments for the year of Closing which are not yet due and payable.

(e) Easements and other matters of record approved or deemed approved by Purchaser.

Section 6.03 Title.

(a) Within TEN (10) Business Days following the execution of this Agreement: (i) Purchaser shall cause the Title Insurance Company to deliver to Purchaser a commitment for owner's policy of title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) Seller shall deliver to Purchaser a copy of the Survey, which Purchaser may cause to be updated at Purchaser's expense.

(b) Within FIFTEEN (15) days from Purchaser's receipt of the last of the Title Commitment and Survey, Purchaser shall review such items and deliver to Seller, in writing (the "**Title Objection Notice**"), such objections as Purchaser may have to anything

contained or set forth therein ("**Title Objections**"). Any items to which Purchaser does not object within the FIFTEEN (15) day review period shall be deemed to be approved by Purchaser and shall be part of the Permitted Exceptions as defined in Section 6.02 of this Agreement. Seller shall have TEN (10) days from Seller's receipt of the Title Objection Notice to provide written notice to Purchaser ("**Title Objection Response**") advising if Seller elects to: (i) attempt to cure certain Title Objections, whereupon Seller shall diligently take action to cure any such Title Objections identified by Seller in its notice to Purchaser within thirty (30) days, as may reasonably be extended by Seller to allow Seller to cure same (the "**Cure Period**"); or (ii) not cure some or all of the Title Objections. Seller shall use best efforts to eliminate any Title Objections it elects to attempt to cure pursuant to its Title Objection Response within the Cure Period. In the event Seller does not cure the Title Objections it elected to attempt to cure prior to the expiration of the Cure Period, or Seller elects not to cure some or all of the Title Objections as set forth in its Title Objection Response, Purchaser shall have the right to: (1) terminate this Agreement by written notice to Seller delivered within ten (10) days following the expiration of the Cure Period or Purchaser's receipt of Seller's Title Objection Response, as applicable, in which event Purchaser shall receive a refund of the Deposit and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (2) proceed to Closing hereunder with no reduction in the Purchase Price. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing: (A) subject to Sections 6.02(c) and 6.02(d) above, the standard preprinted exceptions set forth in the Title Commitment shall not constitute Permitted Exceptions for purposes hereof; and (B) all matters reflected on Schedule B-I of the Title Commitment shall be discharged and satisfied by Seller and/or Purchaser, as applicable, prior to Closing.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any encumbrances which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Purchaser, which approval shall not be withheld, conditioned, or delayed with respect to the granting of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, including the Delinquent Property Taxes, water rates, and sewer rents and taxes, in each case, which were caused by the actions or omissions of Seller and are due and payable but which remain unpaid and/or of record as of the Closing Date ("**Voluntary Liens**"). Seller may use Seller's proceeds from the Purchase Price to discharge and remove of record any Voluntary Liens on the Closing Date, and if Seller fails to discharge and remove of record any Voluntary Liens on or prior to the Closing Date, Purchaser shall be entitled to deduct from the Purchase Price such amounts as may

be required to satisfy and discharge the matters required to be satisfied and discharged by Seller pursuant to the preceding sentence.

(b) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder

Section 6.05 Violations. Purchaser agrees to purchase the Property subject to any and all notes or notices of violations of law or municipal ordinances, orders, designations, or requirements whatsoever noted in or issued by any federal, state, municipal, or other governmental department, agency, or bureau or any other governmental authority having jurisdiction over the Property (collectively, "**Violations**"), or any condition or state of repair or disrepair of the Property, whether or not noted, which, if noted, would result in a Violation being placed on the Property. Notwithstanding the foregoing, at Closing, Seller shall pay all fines and penalties assessed against the Property, if any.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is duly organized, validly existing, and in good standing under the laws of the State of FLORIDA and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the entity documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the resolutions of the manager of Seller and the appropriate and necessary action has been taken by such manager on the part of Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) To Seller's knowledge, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or

registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) Except for what was disclosed in writing by Seller to Purchaser, there is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(f) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Seller has performed all its obligations under each of the Service Contracts and to Seller's knowledge, no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(g) Seller has not received, except as disclosed in writing to Purchaser, notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(h) Seller has delivered or made available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and to Seller's knowledge there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(i) To Seller's knowledge, the Hazardous Materials disclosed in the Due Diligence Materials have been properly remediated as evidenced by Seller's receipt of that certain Groundwater Monitoring Well Abandonment Report dated August 28, 2023, prepared by Andersen Andre Consulting Engineers, Inc. under File Number 22-156, a copy of which is which are attached hereto as Exhibit C, and Seller has not placed, installed or stored any Hazardous Materials at, on, in, or under the Property, and to Seller's knowledge no such Hazardous Materials are otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive

materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(k) Intentionally omitted.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) The representations and warranties set forth in this Section 7.01 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(n) Except for the lease for approximately 1,200 square feet of restaurant space at the Property to be granted to Indian River State College pursuant to Section 8.01(c) below, no person, party, entity, or otherwise currently possesses or has the option to possess a leasehold interest in the Property.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State of Florida, and has the requisite power and authority to enter into this

Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the operating agreement of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolutions of the manager of Purchaser and the appropriate and necessary action has been taken by such manager on the part of Purchaser. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller and Purchaser shall each deliver a bring down certificate reaffirming the accuracy and truthfulness of each of their representations and warranties in Section 7.01 and 7.02 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the

Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII
SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Without Purchaser's consent, enter into any agreements ("**Reservation Agreements**") providing for new reservation deposits, or submit or consider any proposal for a new reservation deposit. Purchaser agrees to honor all reservations and Reservation Agreements, that have not otherwise cancelled, which exist as of the Closing.

(b) Enter into any new agreements with any brokers in connection with any prospective buyers for new reservation deposits from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property. Purchaser shall pay all commissions and other financial obligations with respect to leases executed after the execution of this Agreement.

(c) Purchaser acknowledges that Seller is obligated to donate approximately 1,200 square feet of restaurant space at the Property to Indian River State College pursuant to the material lease terms attached hereto as Exhibit D. Purchaser acknowledges that the terms set forth in Exhibit D remain subject to the reasonable approval of Indian River State College; provided, however, the only obligations in the lease that Purchaser shall be required to donate to Indian River State College are: (i) the Base Rent of $42,000.00 annually; and (ii) the one time Tenant Improvement Allowance of $42,000.00, and Indian River State College shall be solely liable for all other costs and expenses related to the construction, occupancy and use of the donated restaurant space throughout the term of the lease. At Closing, Seller and Purchaser shall execute and record in the public records a memorandum of agreement pursuant to which Purchaser shall agree to grant such lease, and Purchaser shall indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to grant such lease. The foregoing indemnification shall survive the Closing.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Purchaser shall identify all Service Contracts to be terminated at or prior to the Closing within THIRTY (30) days after the Effective Date, and Seller shall, at its sole cost and expense, terminate the Service Contracts so identified. Purchaser shall assume all other Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) (the "**Assumed Contracts**"). Notwithstanding the foregoing Seller shall terminate the Management Agreement and any leasing broker listing agreements for the Property effective as of the Closing.

Section 8.04 Municipal Agreement. Purchaser acknowledges that Seller, the City of Fort Pierce (the "**City**"), and the Fort Pierce Redevelopment Agency ("**FPRA**") are parties to that certain 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, as amended by that certain First Amendment to Amended and Restated Agreement for Development of King's Landing dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County, and as amended by that certain Second Amendment to Amended and Restated Agreement for Development of King's Landing dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (collectively, as amended, the "**Municipal Agreement**"). Purchaser and Seller agree that this Agreement shall not become effective until Seller, the City, and FPRA have executed a third amendment to the Municipal Agreement (the "**Third Amendment**") approving this Agreement, and that the effective date of this Agreement shall be the date on which the Third Amendment is fully executed, delivered by the parties to it, and recorded in the public records of St. Lucie County, Florida ("**Effective Date**"). Purchaser and Seller also agree that this Agreement shall be subject to the applicable terms and conditions set forth in the Municipal Agreement, and that the Land will be conveyed at Closing subject to the Municipal Agreement. Seller will use commercially reasonable efforts to cause City and FPRA to acknowledge in the Third Amendment the delivery of items under the Municipal Agreement by Purchaser on behalf of Seller. If the Third Amendment is not executed on or before THIRTY (30) days from the full execution of this Agreement, then this Agreement shall terminate and be of no further force and effect. From and after the Effective Date, Purchaser shall comply with and perform the Seller's obligations under the Municipal Agreement, and Purchaser agrees that any failure to perform the Seller's obligations under the Municipal Agreement shall be a default under this Agreement. Purchaser shall also indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to perform such obligations under the Municipal Agreement, and the foregoing indemnification shall survive the Closing or any earlier termination of this Agreement. Purchaser shall submit the Site Plan to the City for approval by no later than May 31, 2025.

ARTICLE IX
RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00), then Purchaser may terminate this Agreement by giving Seller written notice thereof ("**Purchaser's Termination Notice**") FIFTEEN (15) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, Seller shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X
NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

(a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or

(d) Electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 p.m. Eastern on a Business Day.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson
Email: dale@audubondevelopment.com

With a copy to:

Jones Foster P.A.
350 Royal Palm Way, Suite 406
Palm Beach,. FL 33480
Attention: Ben Alexander
Email: balexander@jonesfoster.com

If to Purchaser:

Name: LIVE OAK HOLDINGS GROUP, LLC
Address: 100 N Laura Street, Suite 900, Jacksonville,
Fl 32202
Telephone:904-497-1500
Attention: Paul Bertozzi
Email:paulb@liveoakcontracting.com

With a copy to:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300

Jacksonville, Fl 32256
Telephone:904-660-0020
Attention: Christopher Walker
Email:cwalker@lippes.com
Facsimile:

If to Escrow Agent:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300
Jacksonville, Fl 32256
Attention: Christopher Walker
Email: cwalker@lippes.com
Facsimile:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI
REMEDIES

Section 11.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default, upon which this Agreement shall be terminated, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Seller shall return the Deposit to

Purchaser whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within THIRTY (30) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser from and after the Effective Date for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees; provided, however that in no event shall the Purchaser's Costs exceed FIVE HUNDRED THOUSAND and 00/100 Dollars ($500,000.00).

(c) Upon the release of the Deposit to Purchaser (if applicable) and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII
INTENTIONALLY OMITTED

ARTICLE XIII
CONFIDENTIALITY AND PRESS RELEASE

Section 13.01 Confidentiality. Each party covenants and agrees not to communicate: (a) the terms or any aspect of this Agreement and the transactions contemplated hereby; and (b) the content of any and all information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity, without the express written consent of such party; provided, however, that a party may, without consent, disclose the Confidential Information: (i) to its respective advisors, consultants, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the disclosing party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; (ii) to the City, the FPRA, or otherwise as required to perform the obligations required by the Municipal Agreement, and (iii) if disclosure is required by law or by regulatory or judicial process or pursuant to any regulations promulgated by the New York Stock Exchange or other

public exchange for the sale and purchase of securities, provided that in such event the disclosing party shall notify the other party in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment shall be accorded such Confidential Information by such tribunal and shall disclose only that portion of the Confidential Information which it is legally required to disclose. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties. Each party shall indemnify, defend, and hold the other party harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with such party's obligations under this Section 13.01 and/or the disclosure of any Confidential Information by such party and/or by such party's Transaction Parties in violation of this Section 13.01.

Section 13.02 Return or Destruction of Confidential Information. As of the Closing Date or in the event of a termination of this Agreement, if applicable, such confidentiality shall be maintained by the parties and all Confidential Information in accordance with the written request of either party shall be either promptly: (a) returned to the disclosing party; or (b) destroyed by the nondisclosing party, with any such destruction confirmed in writing.

Section 13.03 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement; and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 13.04 Survival. The provisions of this Article shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIV
BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about this transaction.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida

Section 15.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 15.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term **"Business Day"** shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

Section 15.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property, without the prior written consent of Seller, to: (i) an affiliate or related entity of Purchaser under the majority ownership and control of the principals of Purchaser; (ii) Hotel Owner; or (iii) Primary Owner; provided, however, that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder, written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing, and Purchaser shall be released from its obligations under this Agreement, specifically excluding any of Purchaser's indemnification obligations and its obligations as to the Municipal Agreement with the City under this Agreement, for which Purchaser shall remain obligated.

Section 15.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this

Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Eastern on such date, provided that such action must be completed by 4:00 p.m.

Eastern with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.15 Force Majeure Event. Is hereby defined as any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, tornado, hurricane earthquake or other casualty, pandemic, and other causes beyond the reasonable control of the party obligated to perform under this Agreement (collectively, a "**Force Majeure Event**"). Except as otherwise set forth herein, a Force Majeure Event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. In the event a Force Majeure Event prevents performance by a party, such party shall give written notice to the other party within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Name: Paul Scotese
Title: President

SELLER:

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: Dale Matteson _____
Name: Dale Matteson
Title: President and CEO

Exhibit A

Legal Description

PARCEL A:

Being a parcel of land lying in Block "A", 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 AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 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 along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

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.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 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 South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lots 1 through 10, King's Lane (Private Access Tract), and Drainage Tract, Villas at Kings Landing, according to the plat thereof as recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Exhibit B

DUE DILIGENCE MATERIALS CHECKLIST

Seller shall provide responses and/or copies for all items listed herein below regarding the Property. Please note that in the event Seller does not have any information and/or documentation pertaining to any of the items listed below, please indicate same by stating "**None**" next to such items.

Real Property Considerations:

- Legal description of the Property owned by Seller – **See Exhibit A to this Agreement.**
- Existing title policies – **Owner's Title Policy delivered to the Buyer by email on February 19, 2025.**
- Existing surveys – **Survey (as defined in the Agreement) delivered to the Buyer by email on February 19, 2025.**
- Zoning approvals, variances or use permits – **None.**
- All notes, mortgages, deeds of trusts and other interests (other than the reservations discussed below) granted to third parties in respect to the Property – **None.**
- All unrecorded easements and rights of way owned or granted by Seller for the Property – **None.**
- Confirmation of public access to Property – **None.**
- All encroachments from or onto Seller's property, access restrictions, and violations of buildings set-back requirements – **See the Survey.**
- Description of all recent completed construction and construction in progress – **None.**
- Utilities access and metering (electric, cable, gas, water, sewer) – **None.**
- List of personal property included in the sale – **None.**

Contracts Agreements:

- New construction, improvements, repair and maintenance contracts – **None.**
- Service and maintenance agreements – **None.**
- Patent and copyright licensing agreements and the like – **None.**
- All agreements and instruments securing indebtedness, e.g., mortgages, installment sales contracts, notes, deeds of trust, security agreements, pledge agreements and guarantee agreements – **None.**
- Open purchase orders or other documents constituting agreements to purchase goods or services – **None.**
- Copies of all contracts currently in place – **None.**
- Master list of all existing reservations for the Property. – **Schedule of current reservations delivered to the Buyer by email on February 21, 2025.**

Environmental Considerations:

- All documents relating to the inspection of the Property for asbestos, PCB's and other environmental, health or other hazards and the abatement of any such hazards; including all documents related to any inspection of the water supplies to the Property or condition of drinking water to the Property – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**

- All documents relating to the Seller's compliance with, or potential, alleged or actual violation of, any state, federal, local or regional statute, code, regulation, ordinance, resolution, order, judgment or ruling or any common law doctrine pertaining to the disposal, release, movement, storage or handling of any hazardous substance and any petroleum product or any material regulated or controlled under any federal, state or local enactments addressing preservation of the environment – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- All Phase I and Phase II environmental reports – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- Infectious or hazardous waste disposal agreements – **None.**

Insurance Information:

- List and descriptions of pending or threatened insurance claims – **None.**
- List of all current outstanding claims, insurance coverage available and reserves established regarding same – **None.**

Litigation and Liabilities:

- Schedule of all existing and reasonably imminent or threatened judicial and arbitration proceedings (including, without limitation, tort, breach of contract, EEOC, workers' compensation, unemployment compensation claims, wage and hour complaints), identifying opposing parties, nature of claim, counsel for both sides, insurance coverage status and likely exposure. As to existing litigation, provide identification of counsel for each party, assessment of status, claim and defense prepared by Seller's counsel – **None.**
- Schedule of all known contingent liabilities – **None.**
- Schedule of all administrative proceedings (whether federal, state or local), pending or threatened – **None.**
- Schedule of all governmental investigations or inquiries, pending or threatened – **None.**
- Schedule of all labor disputes – **None.**
- Description of all agreements with collection agencies and similar organizations regarding current litigation, assignment and collection guidelines on accounts receivable – **None.**
- Description of any injunctions, court orders or consent decrees to which Seller is a party – **None.**

Regulatory:

- All business licenses or permits (including without limitation, operationally required licenses, limited sales tax permits, certificates of occupancy, pollution control permits, boiler permits, elevator permits, parking structure permits, etc.) – **None.**
- Building Code compliance – **None.**
- All correspondence and filings with federal, state, local and any other regulatory bodies or agencies – **All such correspondence in the Seller's possession was delivered to the Buyer by email on February 19, 2025.**
- Description of all multi-party contracts and agreements regarding pricing or delivery of services – **None.**

- Copies of all manuals, policies and similar information relating to compliance with regulatory requirements – **None.**

Miscellaneous:

- List of patents, trademarks, trade names, service marks, trade secrets, or copyright materials – **None.**
- Description of any construction projects – **None.**
- Evidence of planning and zoning approvals including licensing approvals received to date for any construction project – **None.**
- Architect, general contractor or other contracts relating to any construction project – **None.**

Exhibit C

Groundwater Monitoring Well Abandonment Report

[attached on the following pages]

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

August 28, 2023
File No. 22-156

Florida Department of Environmental Protection
Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Attention: Ms. Nikol Havranek

Subject: **GROUNDWATER MONITORING WELL ABANDONMENT REPORT**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

Dear Ms. Havranek:

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to submit this report which documents the abandonment of nine (9) groundwater monitoring wells at the above referenced project site. The scope of service was designed to fulfill the requirements that all groundwater monitoring wells must be properly abandoned as outlined in the Florida Department of Environmental Protection's (FDEP) "Site Rehabilitation Completion Order" letter dated August 4, 2023. A copy of this correspondence is attached hereto.

On August 15, 2023, an AACE representative was on-site to oversee the abandonment of the groundwater monitoring wells. The 2-inch diameter wells were originally installed to the depths indicated on the table below. The locations of the monitoring wells are shown on the attached Well Location Plan. The well abandonments were performed by Down the Hole Testing & Drilling, Inc. of Port St. Lucie, Florida, a licensed well contractor (License No. 11352). Each of the wells was filled with neat cement utilizing a tremie pipe in accordance with Florida Administrative Code 62-532.500(5), cut flush with the ground surface and covered with the surrounding soil. Copies of the well abandonment reports are attached hereto.

Well No.	Relative Top of Casing Elevation	Total Well Depth (Referenced from Ground Surface)
MW-1	11.97'	12'
MW-2	12.92'	12'
MW-3	12.84'	12'
MW-4	1289'	12'
MW-5	13.15'	12'
MW-6	12.30'	12'
MW-7	12.43'	12'
MW-8	12.00'	12'
MW-9	12.27'	12'

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Best regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer
FL Reg. No. 53969
8/28/23

DAVID P. ANDRE LICENSE No. 53969 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

cc: Mr. Dale Matteson - Audubon Development
Mr. David Baggett, P.E. - EDC
Mr. Gregory Lewis - Conkling & Lewis

Attachments: FDEP Site Rehabilitation Completion Order (August 15, 2023)
Well Location Plan
Well Abandonment Reports

FLORIDA DEPARTMENT OF
Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 4, 2023

VIA ELECTRONIC MAIL: ldobbins@deanmead.com

W. Lee Dobbins
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947

Subject: **Site Rehabilitation Completion Order (SRCO)**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. Indian River Drive
Fort Pierce, St. Lucie County, Florida
Site ID: ERIC_6906 (formerly COM_82363); BF561101001

Dear Mr. Dobbins:

The Florida Department of Environmental Protection (Department), Southeast District, has reviewed the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) dated July 20, 2023 (received July 21, 2023), prepared and submitted by Andersen Andre Consulting Engineers, Inc. (AACE) for the property referenced above. Maps showing the location of the Site and the former location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibit 1 and 2 and are incorporated by reference herein.

The contamination, which was reported via Phase I Environmental Site Assessment dated December 7, 2007, consisted of semi-volatile organic compounds, polychlorinated biphenyls, total recoverable petroleum hydrocarbons, aluminum, arsenic, barium, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, nickel, thallium, silver, vanadium, and zinc. The subject site subsequently entered into a Brownfields Site Rehabilitation Agreement (BSRA) on November 29, 2012. The NFA Proposal is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in the department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the July 2023 NAM activities and other submitted documents, the Department has reasonable assurance that you have met the criteria in Chapter 62- 780, F.A.C. The submittals indicate that soil and groundwater contaminant concentrations are below the applicable Soil Cleanup Target Levels and Maximum Concentration Limits or Groundwater Cleanup Target Levels as adopted in

Chapter 62-777, F.A.C. (Effective date April 17, 2005.) Therefore, you have satisfied the site rehabilitation requirements for the above referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached Exhibit 3, incorporated by reference herein, which includes information regarding the contaminants, affected media, and applicable cleanup target levels for the contaminated site that is the subject of this Order.

Failure to meet the following requirement will result in the revocation of this Order:

(a) You are required to properly plug and abandon all monitoring wells, injection wells, extraction wells, and sparge wells, unless these wells are otherwise required for compliance with a local ordinance or another cleanup, within 60 days of receipt of this Order. The wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted within 30 days of well plugging.

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

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;

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

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an

administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Questions

Any questions regarding the Department's review of the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) and No Further Action (NFA) Proposal, dated July 20, 2023, should be directed to Nikol Havranek at (561) 681-6656 or by email at Nikol.Havranek@FloridaDEP.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850)245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

EXECUTION AND CLERKING
Executed in West Palm Beach, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Norva Blandin, MSEM
Program Administrator
Permitting & Waste Cleanup Program
Southeast District

Enc:
Exhibit 1: Site Map

Exhibit 2: Monitoring Well Location Map
Exhibit 3: Summary of Groundwater Data

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

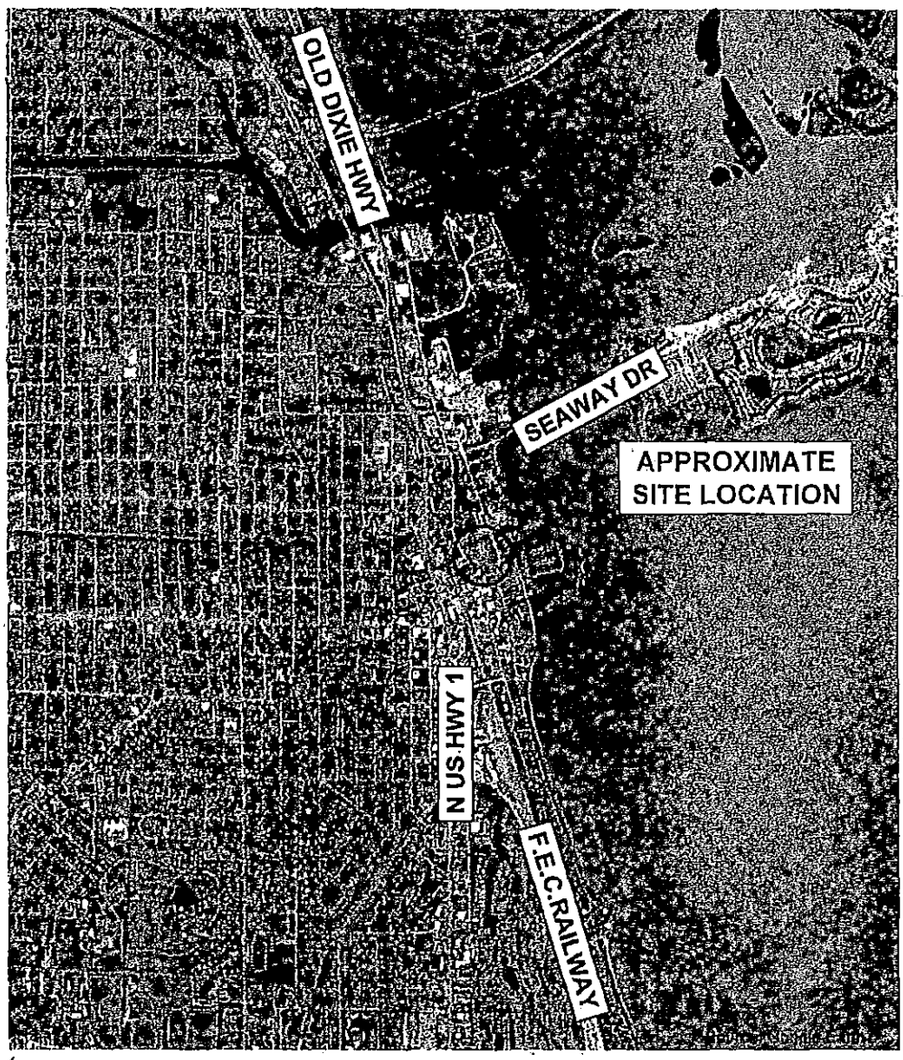
cc: David P. Andre, P.E., dandre@aaceinc.com
G. Lewis, glewis@conklingandlewis.com
Kenny Lewis, KLewis@conklingandlewis.com
Dale Matteson, Audubon Development, dale@audubondevelopment.com
David Baggett, EDC, Inc., davidbaggett@edc-inc.com
Brad Currie, EDC, Inc., bradcurrie@edc-inc.com
Nick Mimms, City of Fort Pierce, nmimms@cityoffortpierce.com
Shyanne Helms, City of Fort Pierce, shelms@cityoffortpierce.com
Jesse Markle, SFWMD, jmarkle@sfwmd.gov
Gary Priest, SFWMD, gpriest@sfwmd.gov
Kelly Crain, FDEP, Kelly.crain@floridadep.gov
Indarjit Jagnarine, FDEP, indarjit.jagnarine@floridadep.gov
Leah J. Smith, FDEP, leah.j.smith@floridadep.gov
Norva Blandin, FDEP-SED, norva.blandin@floridadep.gov
Nikol Havranek, FDEP, Nikol.Havranek@FloridaDEP.gov

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne
Clerk

08/04/2023
Date

EXHIBIT 1

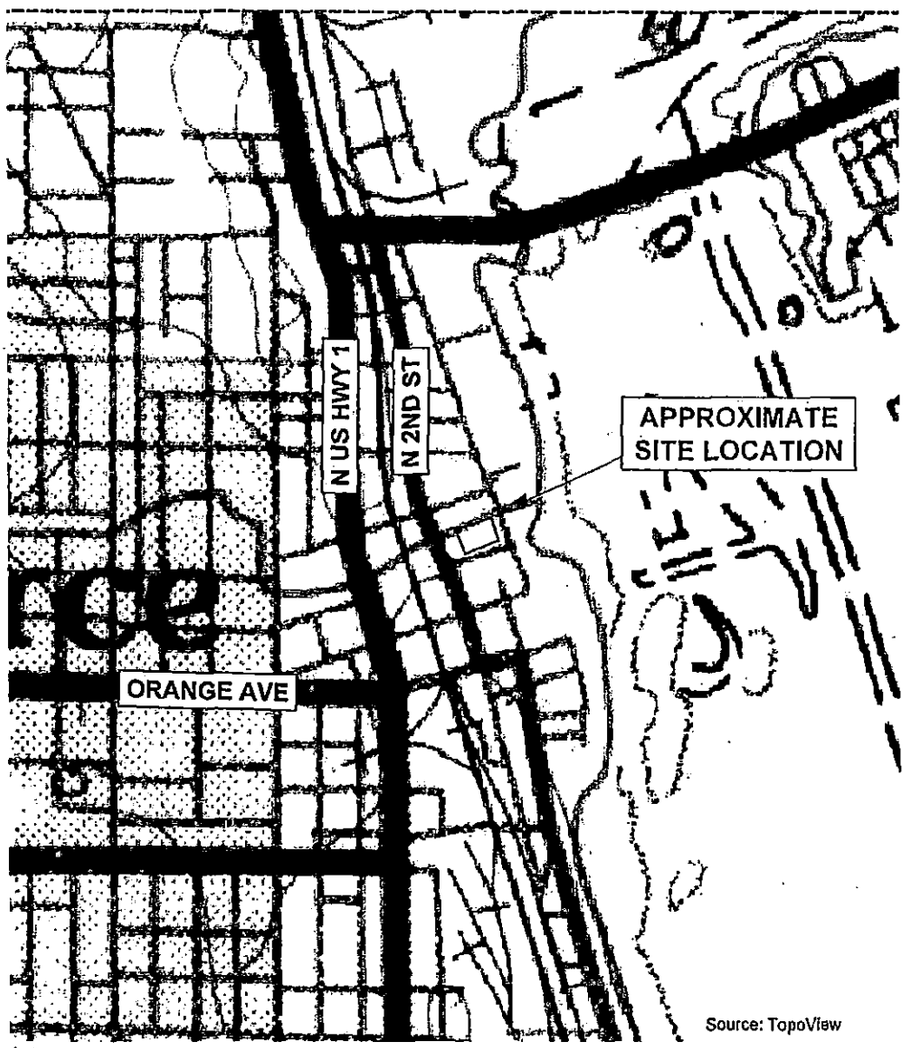


...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE LOCATION MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 1**



N
W E
S
N.T.S.

1986 USGS Quadrangle Map of "Fort Pierce, Florida"

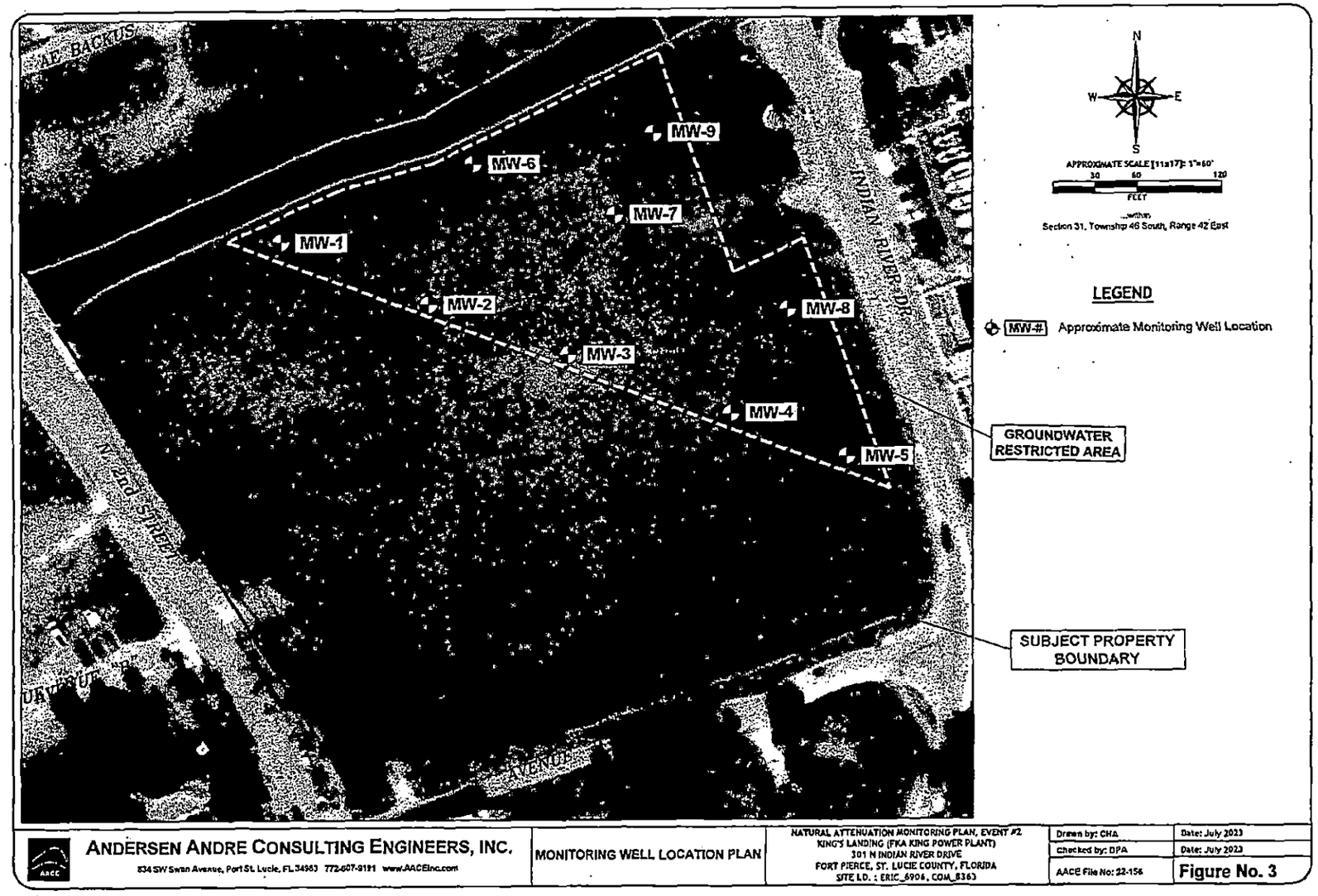
...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

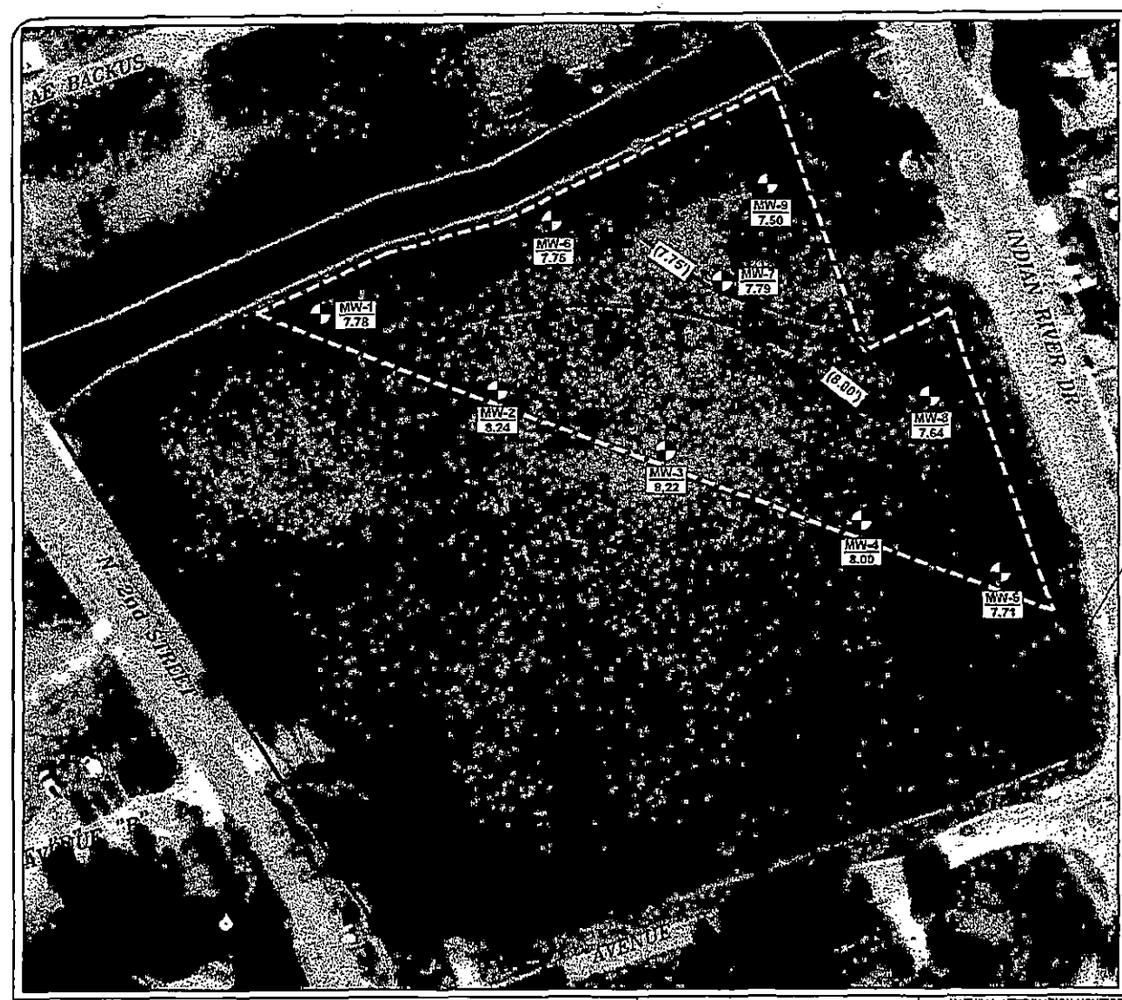
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

USGS TOPOGRAPHIC MAP		
NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906; COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 2**

EXHIBIT 2



ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-607-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906 , COM_8363	Drawn by: CHA	Date: July 2023
			Checked by: DPA	Date: July 2023
			AACE File No: 22-156	Figure No. 3



LEGEND

- MW-# / 7.78 — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- B.M. = 10.00 — Assumed Benchmark Elevation (Paint Mark on Concrete Bulkhead Pile Cap)
- (7.75') — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)

SUBJECT PROPERTY BOUNDARY

N
W E
S

APPROXIMATE SCALE (11x17): 1"=60'
30 60 120
FEET

...within
Section 31, Township 46 South, Range 42 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEInc.com	GROUNDWATER CONTOUR MAP (7/5/23)	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, CGM_8363	Drawn by: CHA	Date: July 2023
			Checked by: DPA	Date: July 2023
			AACE File No: 22-156	Figure No. 4

EXHIBIT 3

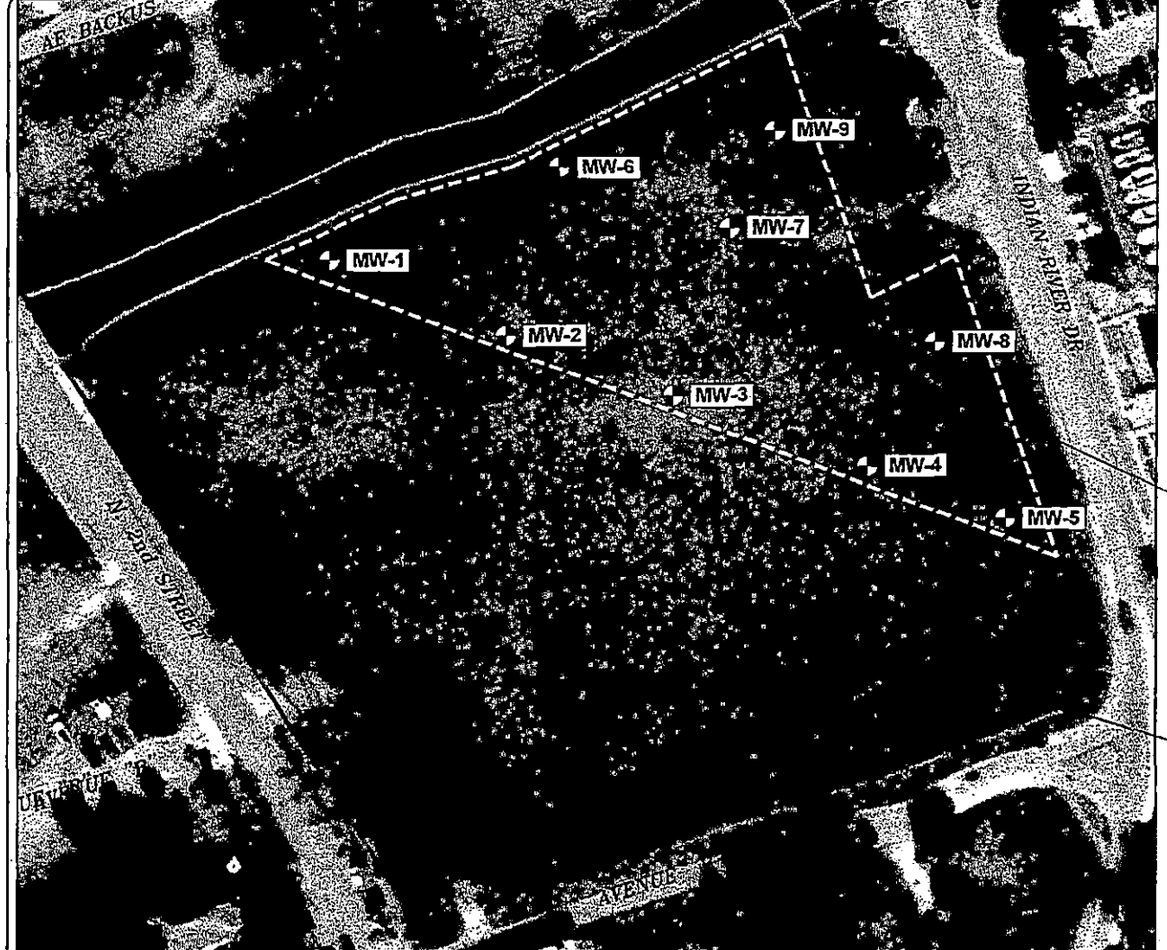
Table 1: July 5, 2023 Groundwater Levels

Piezometer No.	Relative Top of Casing Elevation	Total Depth (Referenced from Ground Surface)	Depth to Groundwater (Referenced from Ground Surface)	Relative Water Table Elevation
MW-1	11.97'	12'	4.45'	7.52'
MW-2	12.92'	12'	4.43'	8.49'
MW-3	12.84'	12'	4.33'	8.51'
MW-4	12.89'	12'	4.67'	8.22'
MW-5	13.15'	12'	5.35'	7.80'
MW-6	12.30'	12'	4.61'	7.69'
MW-7	12.43'	12'	4.61'	7.82'
MW-8	12.00'	12'	4.20'	7.80'
MW-9	12.27'	12'	4.82'	7.45'

Table 2: Summary of Groundwater Analytical Test Results (July 5, 2023)

Monitoring Well I.D.	Parameter Detected (µg/L)		
	Fluorene	Naphthalene	Vanadium
MW-1	0.023 U	0.046 U	37
MW-2	0.023 U	0.046 U	48
MW-3	0.023 U	0.046 U	32
MW-4	0.023 U	0.046 U	9.7
MW-5	0.023 U	0.046 U	270
MW-6	0.033i [1]	0.046 U	24
MW-7	0.023 U	2.00	9.9
MW-8	0.023 U	0.046 U	12
MW-9	0.023 U	0.046 U	1.8i
GCTL[2]	280	14	49
NADS[3]	2800	140	NA

Notes:
All concentrations reported in micrograms per liter (µg/L) unless otherwise indicated
[1]"i" Annotation - A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.
[2]Groundwater Cleanup Target Level as per Chapter 62-777, F.A.C.
[3]Natural Attenuation Default Source Concentrations per Table V Chapter 62-777, F.A.C.



N
W E
S

APPROXIMATE SCALE (11X17): 1"=60'
30 60 120
FEET

...within
Section 31, Township 46 South, Range 42 East

LEGEND

MW-# Approximate Monitoring Well Location

FORMER GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	REPORT OF WELL ABANDONMENT KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906; COM_8363	Drawn by: CHA Checked by: DPA AACE File No: 22-156	Date: AUG 2023 Date: AUG 2023 **Figure No. 1**

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

☐ Southwest
☐ Northwest
☐ St. Johns River
☒ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Official Use Only

1.*Permit Number 59-34847 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 3 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name Audubon Development Inc 4.*Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7.*County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10.*Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11.*Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return

Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12.*Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other plugged by approved

13.*Measured Static Water Level 7 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15.*Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16.*Total Well Depth 15 ft. Cased Depth 5 ft. *Open Hole: From ____ To ____ ft. *Screen: From 5 To 15 ft. Slot Size .010

17.*Abandonment: ✓ Other (Explain) NO Longer needed
From 0 ft. To 1 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

18.*Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

19.*Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

20.*Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

21.*Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
____Laboratory Test ____Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ (I certify that the information provided in this report is accurate and true.) *Driller's Name (Print or Type) James Paul Tyson

*Permit No. 59-34847

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	15	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**

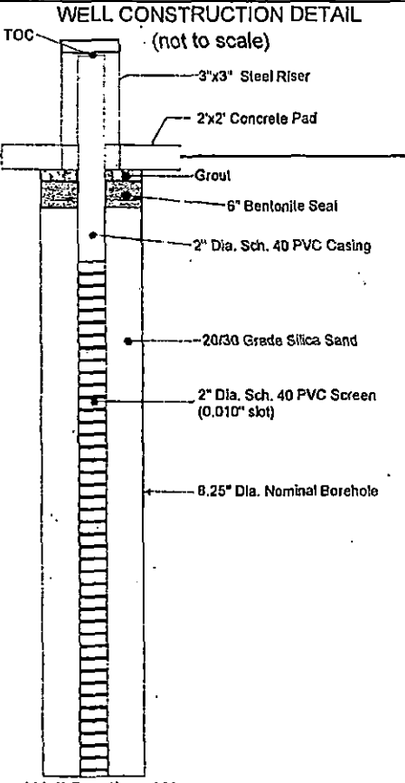
N

Monitor Well No. MW-1 Through MW-9

PROJECT:	Kings Landing	**DRILL METHOD:**	Hollow-Stem	**TOC ELEV:**	N/A
LOGGED BY:	DPA	**SAMPLE TYPE:**	Grab	**FDEP FAC ID#:**	
DRILLER:	DTH	**HOLE DIA:**	8.25"	**STICK -UP:**	Approx. 3'
DATE INSTALLED:	3/16/2023	**STATIC W.L:**	4'-6' varies	**SURVEYOR:**	N/A

DESCRIPTION	USSC CLASS	DEPTH	SAMPLE	BLOWS/FT.
Brown fine sand with traces of concrete debris	SP	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		

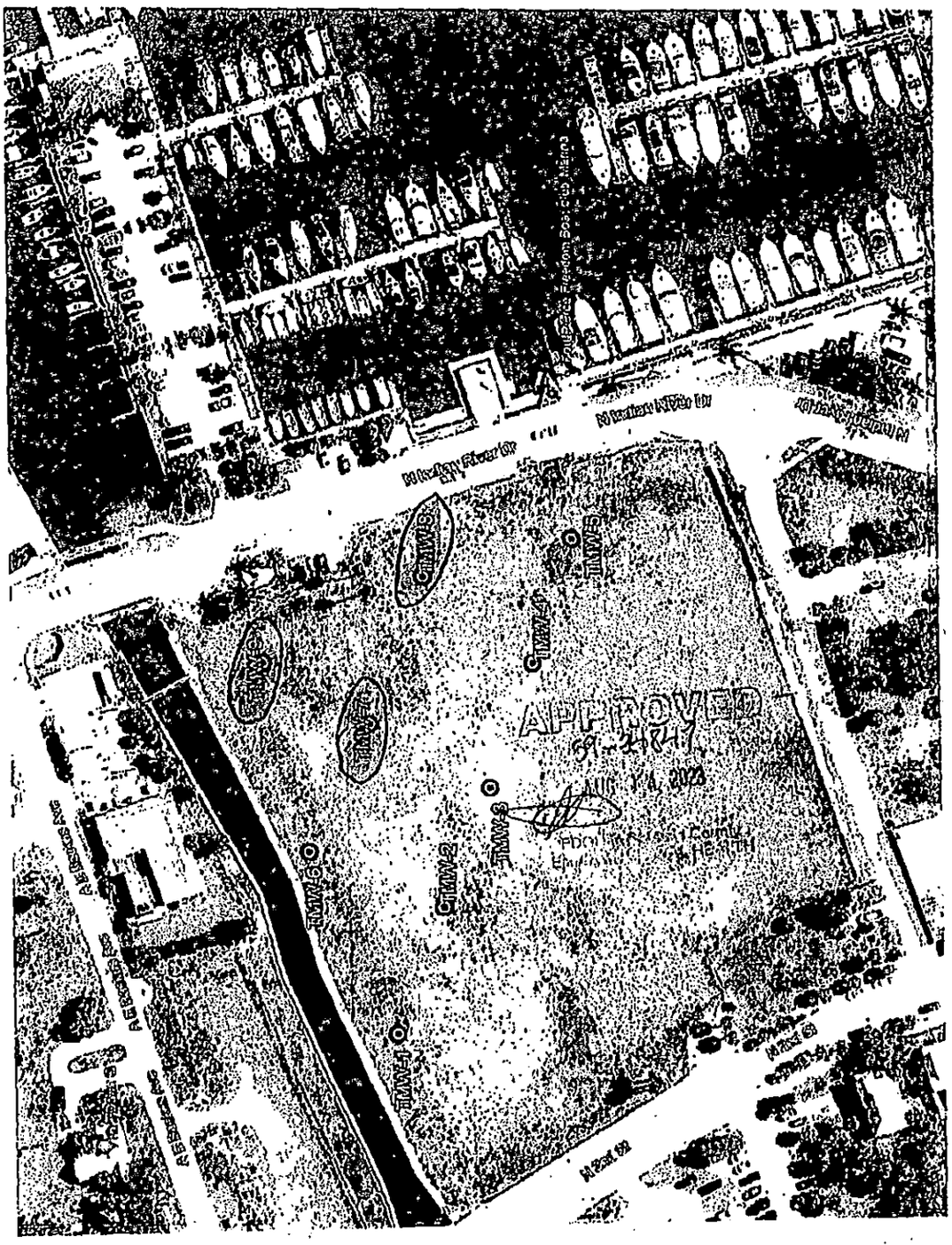
WELL CONSTRUCTION DETAIL (not to scale)



AACE
Andersen Andre
Consulting Engineers, Inc.
772-807-9191 www.aaceinc.com

Notes:

File No. 22-156


APPROVED
69-2847
JUL 14 2023
PDCM Comm Health

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

Official Use Only

☐Southwest
☐Northwest
☐St. Johns River
☒South Florida
☐Suwannee River
☐DEP
☐Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

1.*Permit Number 59-34848 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 0 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name Audubon Development Inc 4.*Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7.*County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10.*Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11.*Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return
Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12.*Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13.*Measured Static Water Level 8 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15.*Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16.*Total Well Depth 18 ft. Cased Depth 8 ft. *Open Hole: From — To — ft. *Screen: From 8 To 18 ft. Slot Size .010

17.*Abandonment: ✓ Other (Explain) No longer needed
From 0 ft. To 1.5 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

18.*Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

19.*Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

20.*Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

21.*Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
____Laboratory Test ____Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ *Driller's Name (Print or Type) James Paul Tyson
(I certify that the information provided in this report is accurate and true.)

*Permit No. 59-34848

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
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*DRILL CUTTINGS LOG (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	18	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
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From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

*Detailed Site Map of Well Location

NATIONAL CONSTRUCTION RENTALS

INVOICE

Customer #	30115975	Invoice #	7741197
Job Site #	0006	Invoice Date:	02/21/2025
Our Local Office #	(407) 381-2727	Due Date:	03/23/2025
		Terms:	NET 30 DAYS
		Ordered By:	TYLER HAGA
		Purchase Order #	

LIVE OAK CONTRACTING
1 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Job Address:	1 RIVERSIDE AVE
Cross St:	
City:	JACKSONVILLE, FL 32202-4917
Job Name:	ONE RIVERSIDE
Site Contact:	MATT
Site Phone:	386-853-4202

Quantity	Description		Term	From/Thru	Rate	Total
1956	6 FT TEMPORARY PANELS	*	R	02/24/25 - 03/05/25		768.43

* - You have added product to an existing jobsite. This invoice is being pro-rated so that all products renew together on your next invoice.

Subtotal: $768.43 Tax: $57.63 Total: $826.06 Total Due: $826.06

NATIONAL CONSTRUCTION RENTALS

800-352-5675
customercare@rentnational.com
rentnational.com

VISA DISCOVER

For credit card transactions, please visit **rentnational.com:**
1) to pay one or multiple invoices.
2) to set up renewals on autopay.

To receive paperless invoices, please email gopaperless@rentnational.com

Customer No: 30115975
Invoice No: 7741197

Amount Enclosed: $,.

Be sure to write your customer number on your check.

NATIONAL CONSTRUCTION RENTALS
P.O. BOX 841461
LOS ANGELES, CA 90084-1461

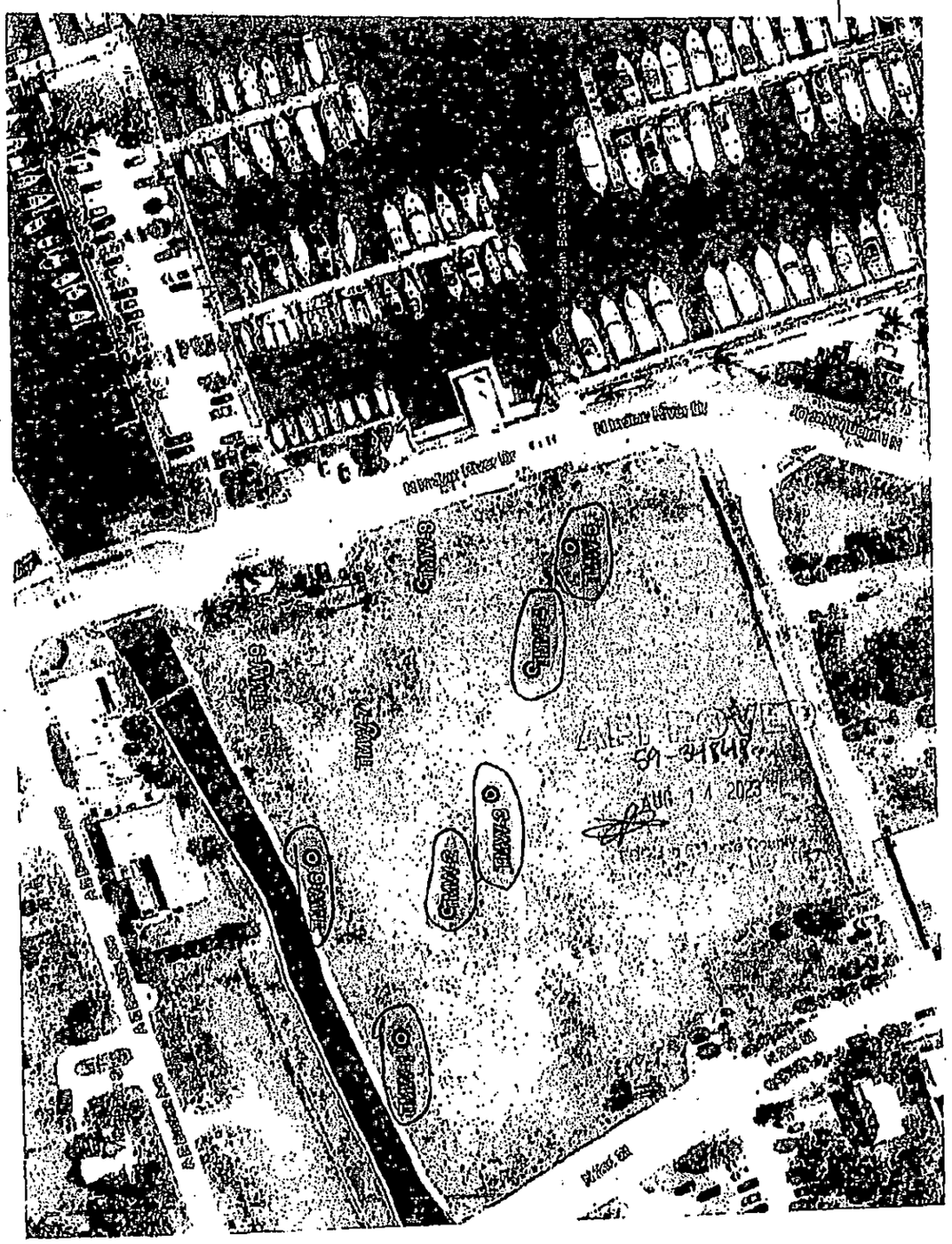

59-3154
AUG 11 2023

Exhibit D

Indian River State College Material Lease Terms

Landlord:	Live Oak Holdings Group, LLC, or assignee
Tenant:	Indian River State College
Leased Premises:	1,200 square foot restaurant space located within Landlord's development Property, the location of which shall be in the sole discretion of Landlord.
Term:	Sixty (60) months from the date Tenant obtains a certificate of occupancy for the Leased Premises. Tenant shall have no option to extend the term of the lease unless agreed upon in writing by Landlord, in Landlord's sole discretion.
Base Rent:	$42,000 annually throughout the term of the lease ($35/sq. ft.); provided, however, No base rent shall be payable from Tenant to Landlord during the Term of the lease, as Landlord is donating the use of Leased Premises to Tenant free of any such Base Rent, except in the event of a default, under the lease to be executed between the parties.
Common Area Maintenance:	Through the Term of the lease, Tenant shall be obligated to pay Landlord its proportionate share of the Common Area Maintenance expenses applicable to the Leased Premises, which CAM shall include any and all taxes, insurance and other expenses related to the overall management and operation of the development within which the Leased Premises is located.
Utilities:	Tenant shall be solely responsible for the payment of all utilities servicing the Leased Premises (including hook-up fees) throughout the term of the lease.
Permitted Use:	The Leased Premises shall only be used as a restaurant open to the general public. Landlord shall have the right to approve, in its reasonable discretion, any restaurant concept proposed by Tenant.
Landlord's Work	Landlord shall deliver the Leased Premises to Tenant as an unfinished "shell" whereupon Tenant shall complete the design, construction and installation of any necessary furniture, fixtures, and equipment.
Tenant's Work	Tenant shall be solely responsible for the buildout of the the Leased Premises, including but not limited to the design, construction, and the installation of any necessary, plumbing, HVAC equipment and duct work, electrical, internet and communication wiring, furniture, fixtures, and other restaurant equipment.
Tenant Improvement Allowance:	Tenant shall receive a payment from Landlord equal to $35.00 per square foot of the Leased Premises for a total amount of for a total amount of $42,000 as a Tenant improvement allowance, and Tenant shall be responsible for the cost of all Tenant's Work in accordance with making said improvements.
Subleasing:	Tenant shall be prohibited from subleasing any portion of the Leased Premises with first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole discretion.

Purchase and Sale Agreement Final(6033726.1)

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Jeannette Sanchez (JSanchez@jonesfoster.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg5HSxm1yBw3mD-msR5RqUHf2T2sjRzLX

"Purchase and Sale Agreement Final(6033726.1)" History

Document created by Jeannette Sanchez (JSanchez@jonesfoster.com)
2025-02-21 - 8:32:51 PM GMT

Document emailed to dale@audubondevelopment.com for signature
2025-02-21 - 8:36:11 PM GMT

Email viewed by dale@audubondevelopment.com
2025-02-21 - 8:36:54 PM GMT

Signer dale@audubondevelopment.com entered name at signing as Dale Matteson
2025-02-21 - 9:20:35 PM GMT

Document e-signed by Dale Matteson (dale@audubondevelopment.com)
Signature Date: 2025-02-21 - 9:20:37 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 9:20:37 PM GMT

Powered by Adobe Acrobat Sign

Audubon Development Inc.
PO Box 981
Palm Beach, FL 33480

AGENT CONSENT FORM

Project Name: Kings Landing

Parcel ID: 2410-503-0041-020-4, 2410-503-0012-010-9, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0034-000-6, 2410-503-0019-000-5 and 2410-503-0030-000-8

BEFORE ME THIS DAY PERSONALLY APPEARED Dale Matteson , WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 15th day of August, 2022 by Dale Matteson (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Patricia M. Sesta
Notary Signature

Patricia M Sesta
Printed Name of Notary

(Notary Seal)

8-11-2024
My commission expires

Dale J. Matteson
Owner's Signature

DALE MATTESON
Owner's Name

PO Box 981
Street Address

Palm Beach, FL 33480
City, State, Zip

702-592-4200
Telephone / Email

Notary Public State of Florida
Patricia M Sesta
My Commission HH 006694
Expires 08/11/2024

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kev Freeman – Planning Director

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Major Site Plan Amendment
Kings Landing – 301 N 2nd Street
PZSITE2025-00027

Date : June 20, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 16, 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\K\Kings Landing\PZSITE2025-00027\ENG Comments 06202025.docx

Engineering Comments:

1. Stormwater note on Site Plan indicates drainage collection via inlets and pipes to detention ponds and underground chambers; this is a change to previous design which included exfiltration, please confirm there is no exfiltration in the current design. Additional information on underground drainage chambers will be required for building permits.
2. Parking area south of Building B, please dimension width of parking spaces.
3. Review parking space dimensions in parking area nearest hotel. Length is 18'; code requires 19'.
4. Are all sidewalk areas brick paver? Please show sidewalk widths.
5. Please label ADA ramps (these are inconsistently shown on the plan view).
6. Please label width of parallel parking spaces.
7. Please review City Code Section 125-313 3c for compliance.
8. Please provide cross-sections of proposed drainage areas.
9. Please provide cross-sections of roadways.
10. Please provide property boundary information on plan.
11. Please provide applicable standard details.
12. How and where do the buildings drain?
13. How is trash picked up? Notes reference a dumpster, please show location(s) and use City detail (provided).
14. Please add a note to the plan that all storm drainage facilities shall conform to chapters 32 and 121 of the Standard Specifications adopted by the City Commission February 13, 1973, as amended.
15. Label curb types.
16. City Code Section 125-315 requires minimum parallel parking spaces to be 21' long.
17. Please identify width of entrances off Indian River Drive.
18. Remove landscaping from bottom of retainage areas.

Advisory Comments:

1. A SFWMD permit will be required for drainage into Moore's Creek.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

TRC PLANNING COMMENTS

TO:	APPLICANT/FILE
FROM:	Kev Freeman, Planning Director
RE:	PZSITE2025-00027 301 N 2ND ST Fort Pierce, FL 34950
MEETING DATE:	JUNE 26, 2025

Project Details

- Project: Kings Landing
- Address: 301 N 2nd St, Fort Pierce, FL 34950
- Total Acreage: 7.06 acres,
- Future Land Use: Central Business District (CBD)
- Zoning: Planned Development (PD)
- Applicant: Haley Ward Inc. -Brad Curry

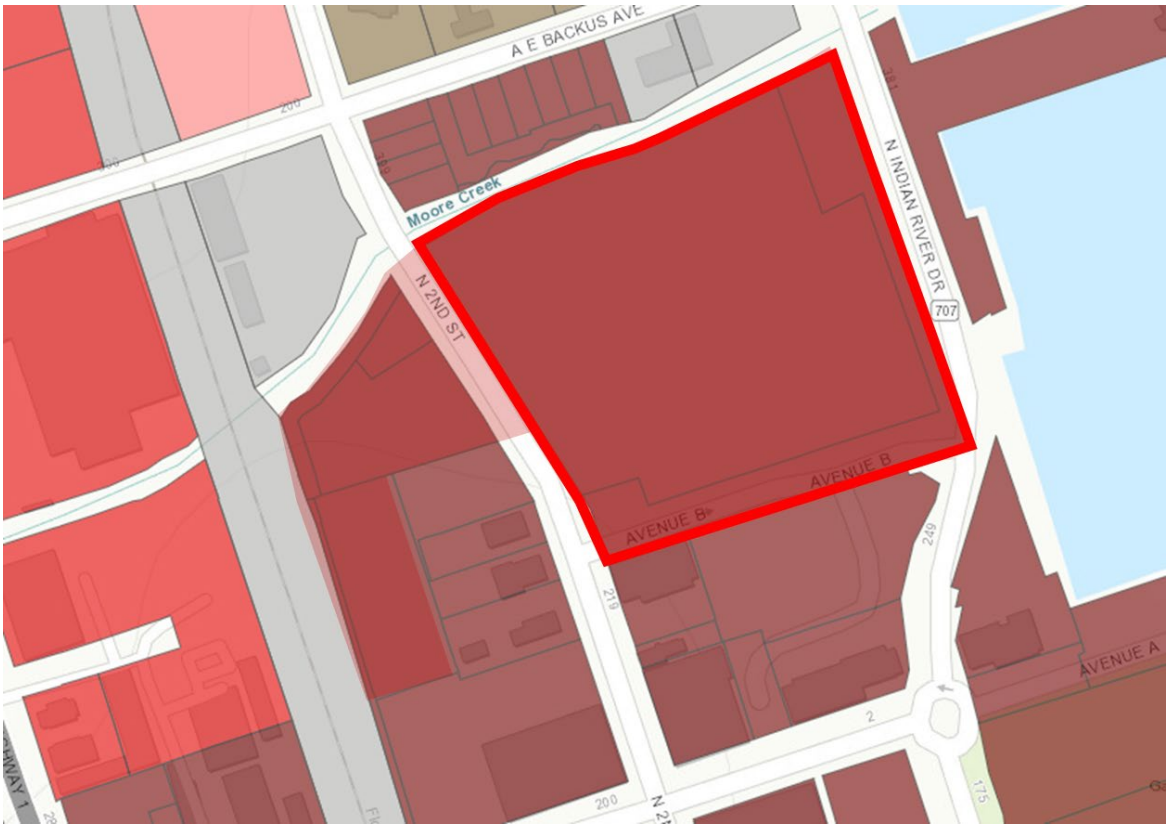
Request

The applicant requests a major site plan amendment to the previously approved mixed-use development known as Kings Landing. The amendment involves reconfiguration of proposed building layouts and phasing.

Project Overview

• Mixed-use development including 148-room hotel, 106 residential units, retail, rooftop spaces, restaurants, and event space.

• Modifications to site layout, building heights, and phasing schedule in agreement with development contract.



Zoning & Code Compliance

• The project remains compliant with the CBD Future Land Use and PD zoning designation per Sec. 125-313(a)(3).

• Environmental review confirms no wetlands or protected habitats onsite (per Environmental Assessment, EDC Inc. 2021).

• No protected species identified; however, mitigation may be required for native tree removal (Sec. 123-64).

Design Considerations

• Building design is consistent with South Florida style and complements surrounding architecture (see Design Narrative).

• Massing steps down to maintain scale with adjacent neighborhood.

Traffic & Access

• No new traffic impact report required; amendment consistent with previously approved plan (see Traffic Impact Statement).

Environmental

• No wetlands or endangered species present per site assessment.

• Invasive species present; recommended to remove and replant with native landscape per Sec. 123-40.

Utilities & Drainage (Require FPUA comments)

• Utility capacity confirmed in submitted analysis; existing infrastructure sufficient for proposed changes.

Engineering (see ENG Comments)

Phasing Plan

• Phase 1: Hotel and retail with supporting infrastructure.

• Phase 2: Residential towers and parking structure.

• Phase 3: Future development west of N 2nd Street.

Recommendation

Staff recommends zoning approval of the major site plan amendment to the PD, subject to the following conditions, and resolution of other agency comments.

1. Compliance with tree protection and mitigation standards (Sec. 123-64).

2. A Landscape Maintenance Agreement shall be required at time of final landscape inspection.

3. Coordination with City Engineering on utility connections.

Disclaimer

Issuance of a development permit or development order by the City does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals from other agencies.

TRC Kings Landing

LD
Lugey Dawson <ldawson@fpua.com>
To Kevin Freeman

Reply | Reply All | Forward

Thu 6/26/2025 11:55 AM

You replied to this message on 6/26/2025 1:49 PM.

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.

W/WW Engineering: Water and wastewater services are available to support the proposed development; however, service availability is contingent upon the completion of necessary water main upsizing and extensions. In addition, an upgrade to the existing lift station located at Avenue B and North 2nd Street will be required to accommodate increased demand.

In the event that the grant funding secured by the City of Fort Pierce for water utility improvements is depleted prior to the construction of the proposed 8-inch water main loop north of the Moore's Creek Bridge, the Kings Landing Developer shall assume full financial responsibility for completing the loop.

The Developer shall also bear the cost of upsizing the existing 6-inch water main on the Moore's Creek Bridge to an 8-inch main. This work is to be performed in coordination with the City's Indian River Drive Improvements project and has been included in the project's bid package.
Additionally, the proposed onsite water main must be looped back to North 2nd Street to ensure system reliability and redundancy.

Thanks,

FPUA COMMUNITY PROUD

Lugey Dawson
Supervising Engineer
Fort Pierce Utilities Authority
1701 South 37th Street
Fort Pierce, FL 34947
ldawson@fpua.com
(772) 466-1600 ext. 3428

Planning Board - 4:00 PM **6. c.**

Meeting Date: 07/14/2025

Re: PZCON2025-00006 - Conditional Use - House of Peace Group Living

Submitted For: Kev Freeman, Planning Director, Planning Department

---

Information

SUBJECT:

PZCON2025-00006
Conditional Use with No New Construction
House of Peace Group Living Facility
2021 Sunrise Boulevard

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.

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, Senior Planner

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report
Staff Report Supporting Documents
Application Supporting Documents

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/08/2025 11:49 AM

Form Started By: Vennis Gilmore
Started On: 07/07/2025 03:55 PM
Final Approval Date: 07/08/2025

CITY OF FORT PIERCE

PLANNING DEPARTMENT

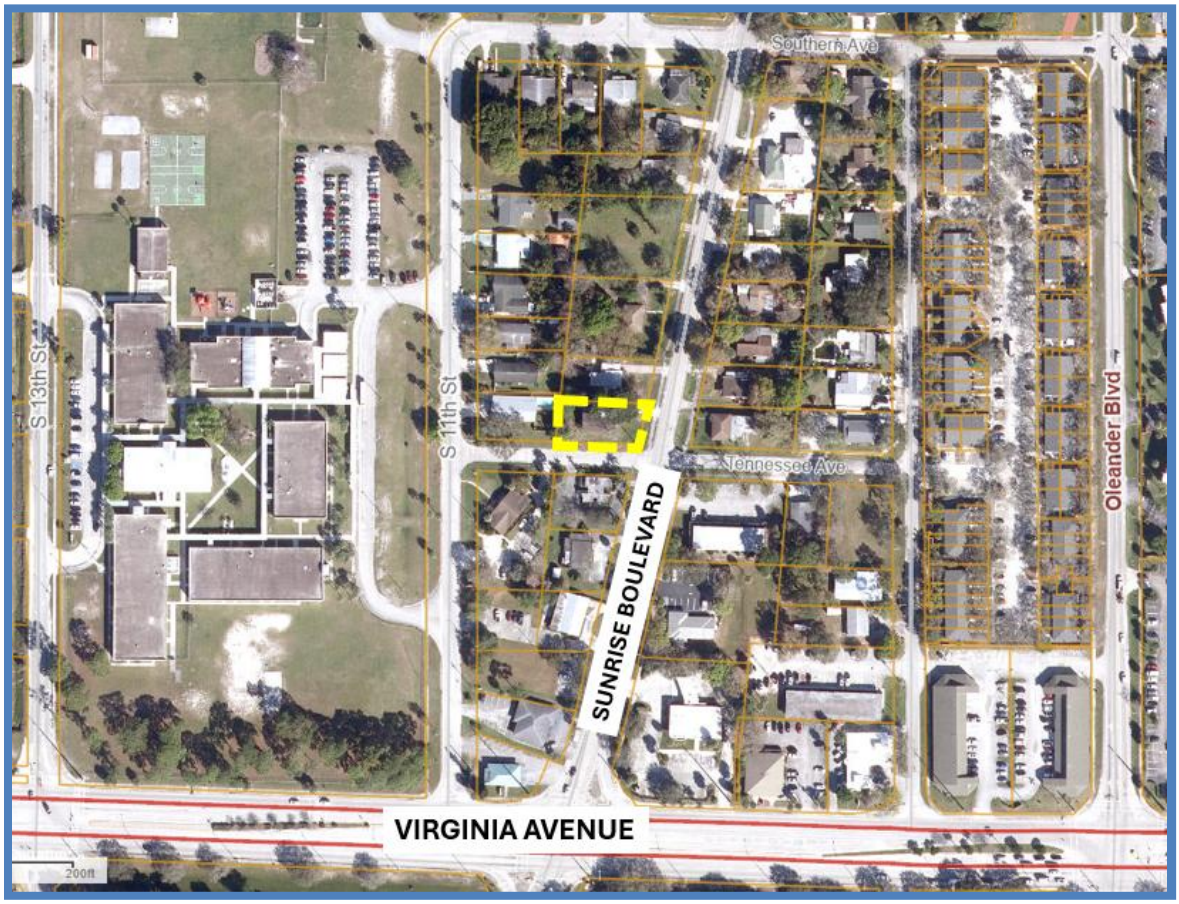
PROJECT: HOUSE OF PEACH GROUP LIVING – CONDITIONAL USE (NO NEW CONSTRUCTION)
Project #: PZCON2025-00006

REVIEWER: VENNIS GILMORE, SENIOR PLANNER

DATE: JULY 7, 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

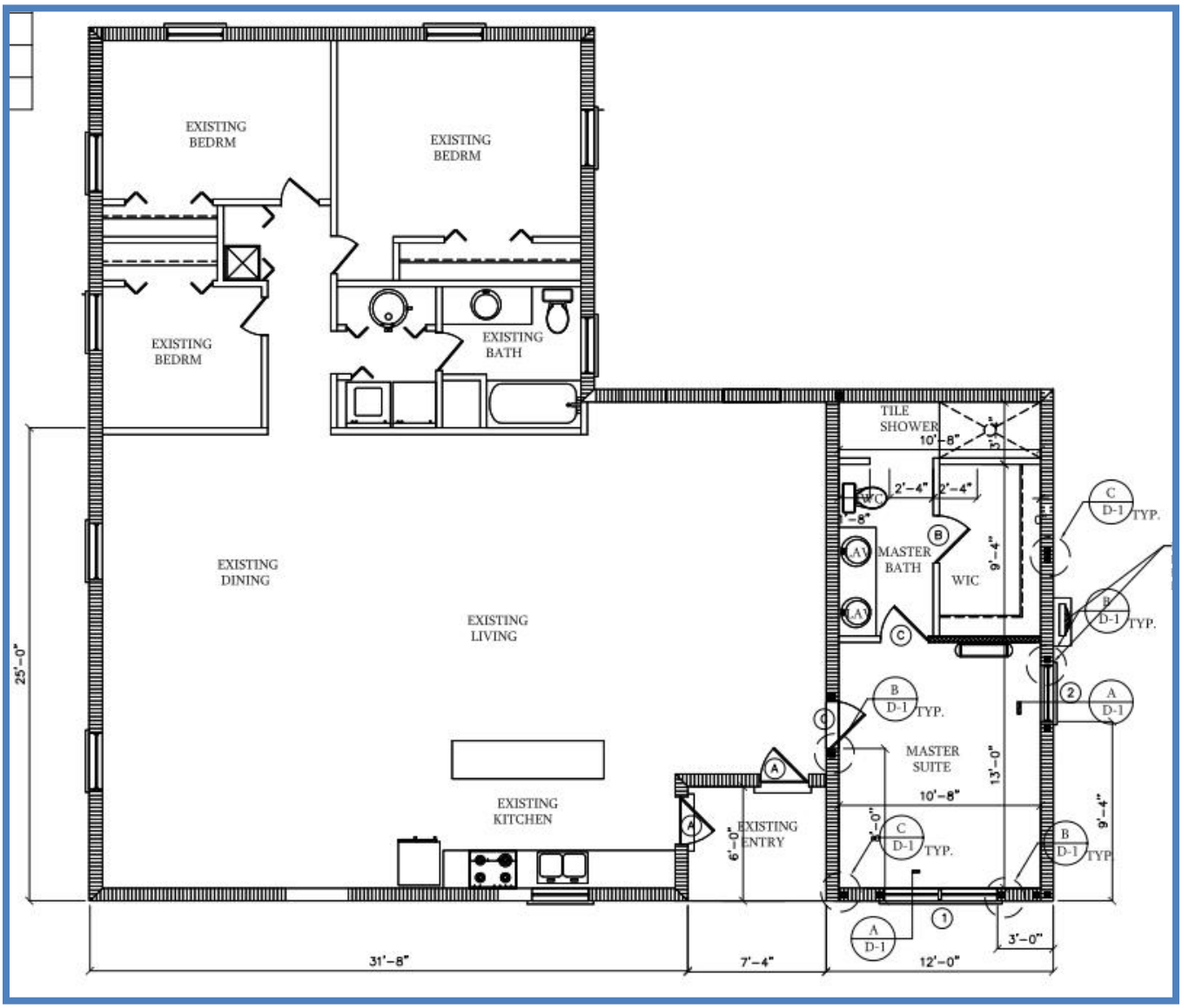
Outside walls were upgraded to stucco and painted. A new roof was installed.

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 Planning Board.

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.

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

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."

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.

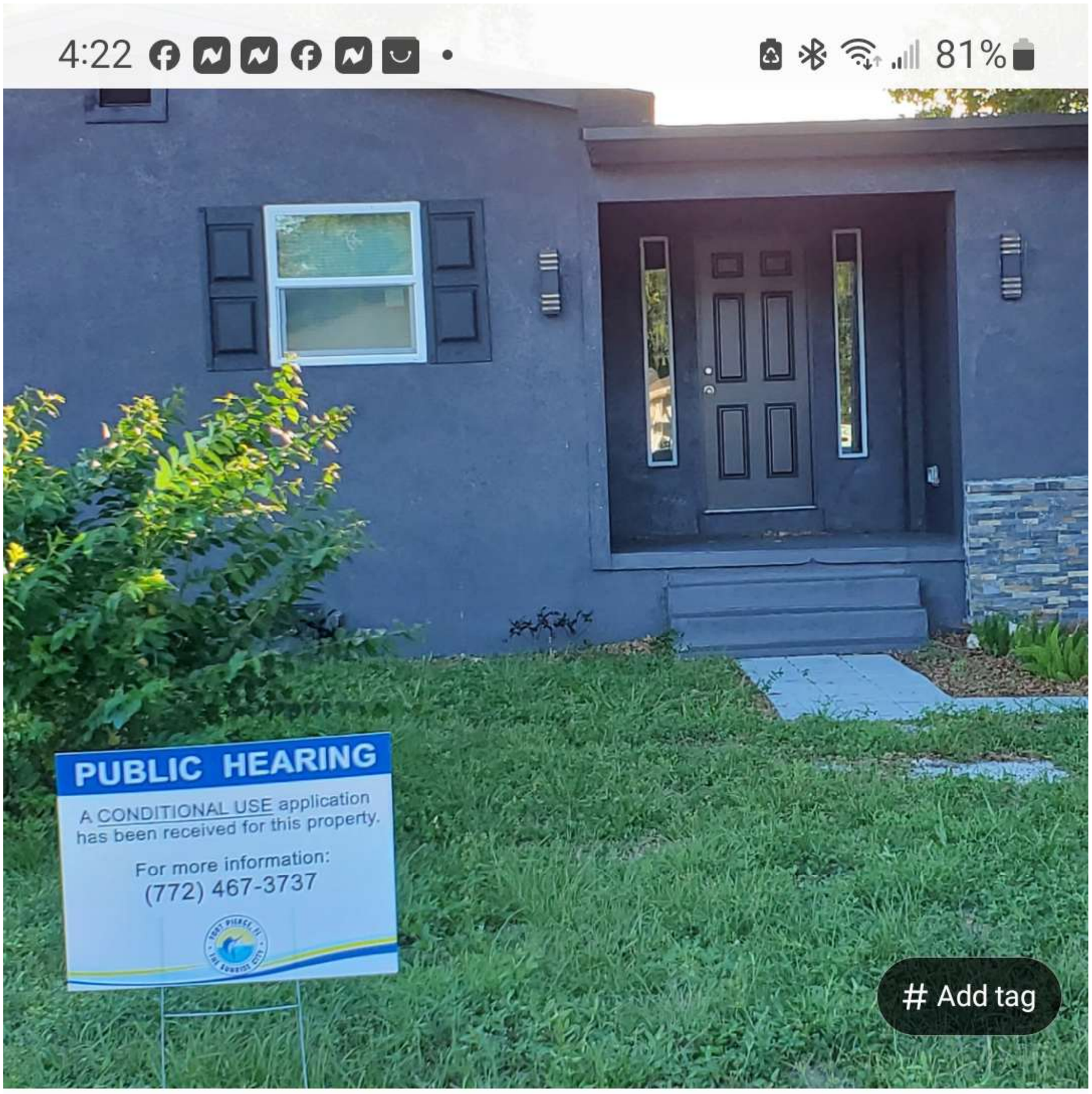
☒ See attached for comments

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



June 15, 2025 6:57 PM Edit

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June 15, 2025 7:01 PM Edit

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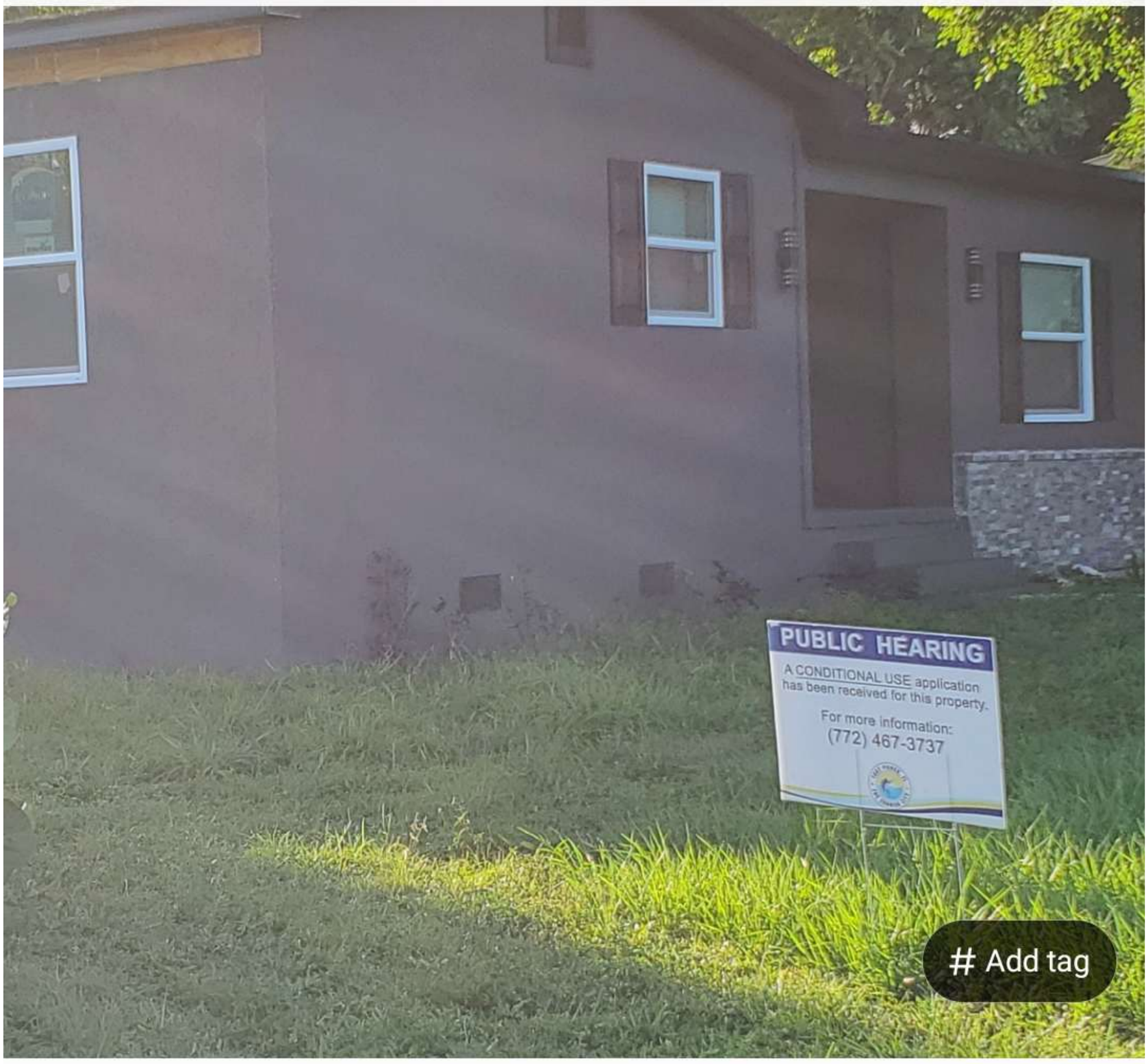

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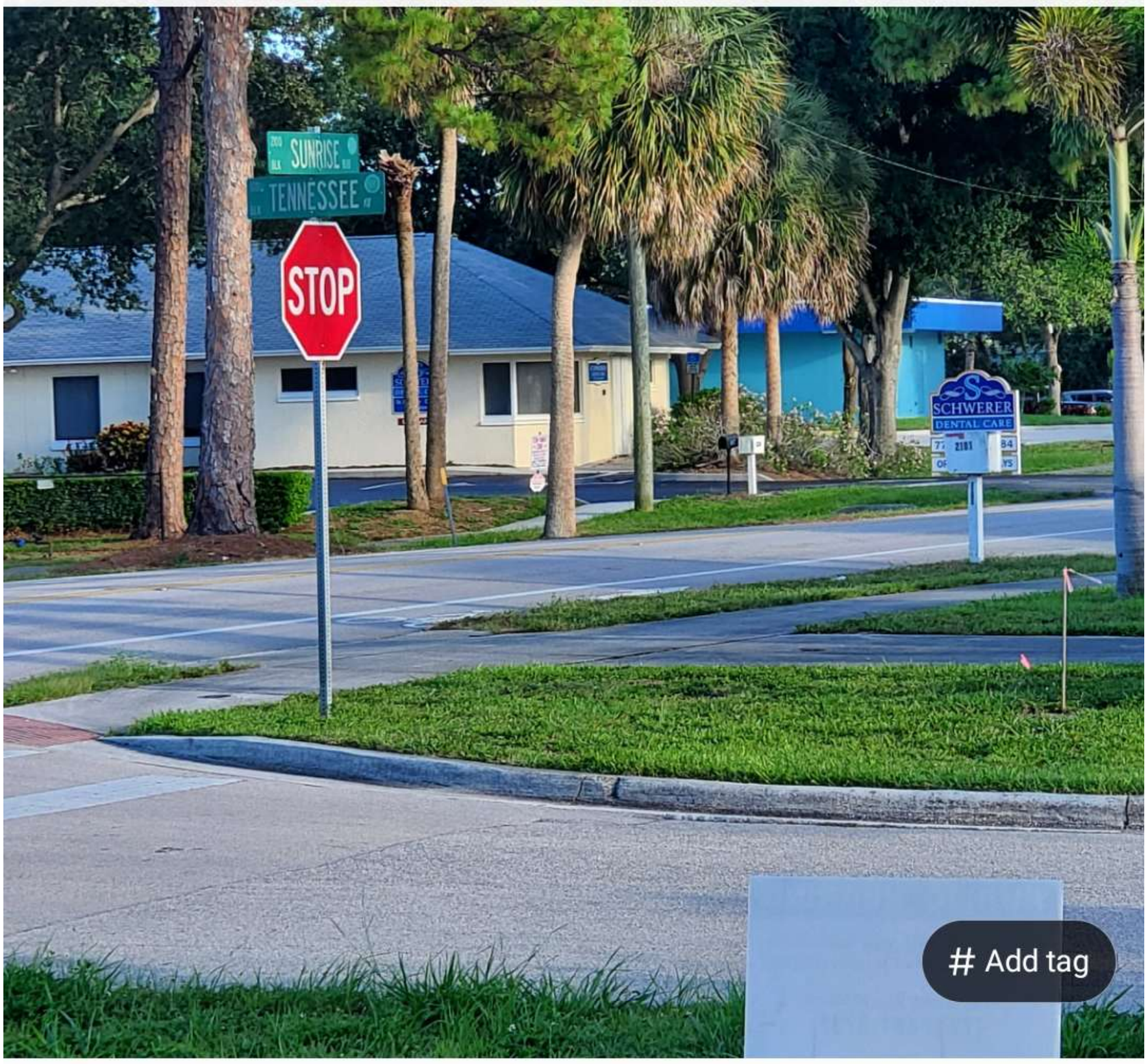

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/Internal storage/DCIM/Camera

Samsung SM-N976U

3.07 MB | 2268x4032 | 9MP

ISO 50 | 52mm | 0.0ev | F2.1 | 1/303 s

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.
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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
65.80
147.75
67.09
R-2
130.95
130.95
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R-1
66.06
C-1
65.80
155.23
65.52
R-2
126.70
126.70
126.70
162.60
50 Tennessee Ave
121.70
121.70
121.70
167.52
C-1
87.09
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

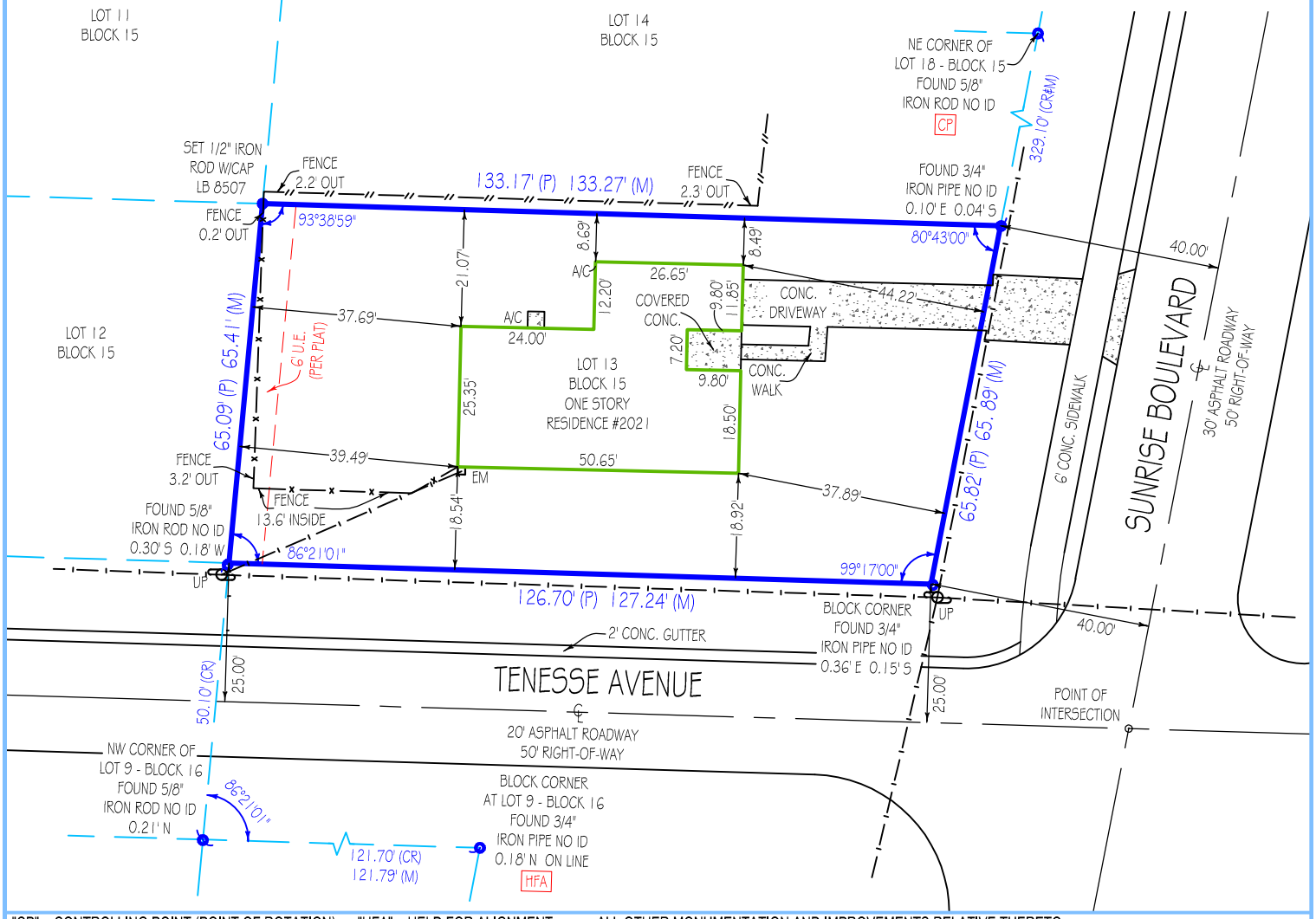
WHERE YOU ARE "FIRST IN TITLE"

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.

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- 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
P℄ = PARTY WALL
A/C = AIR CONDITIONER
(S) = 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

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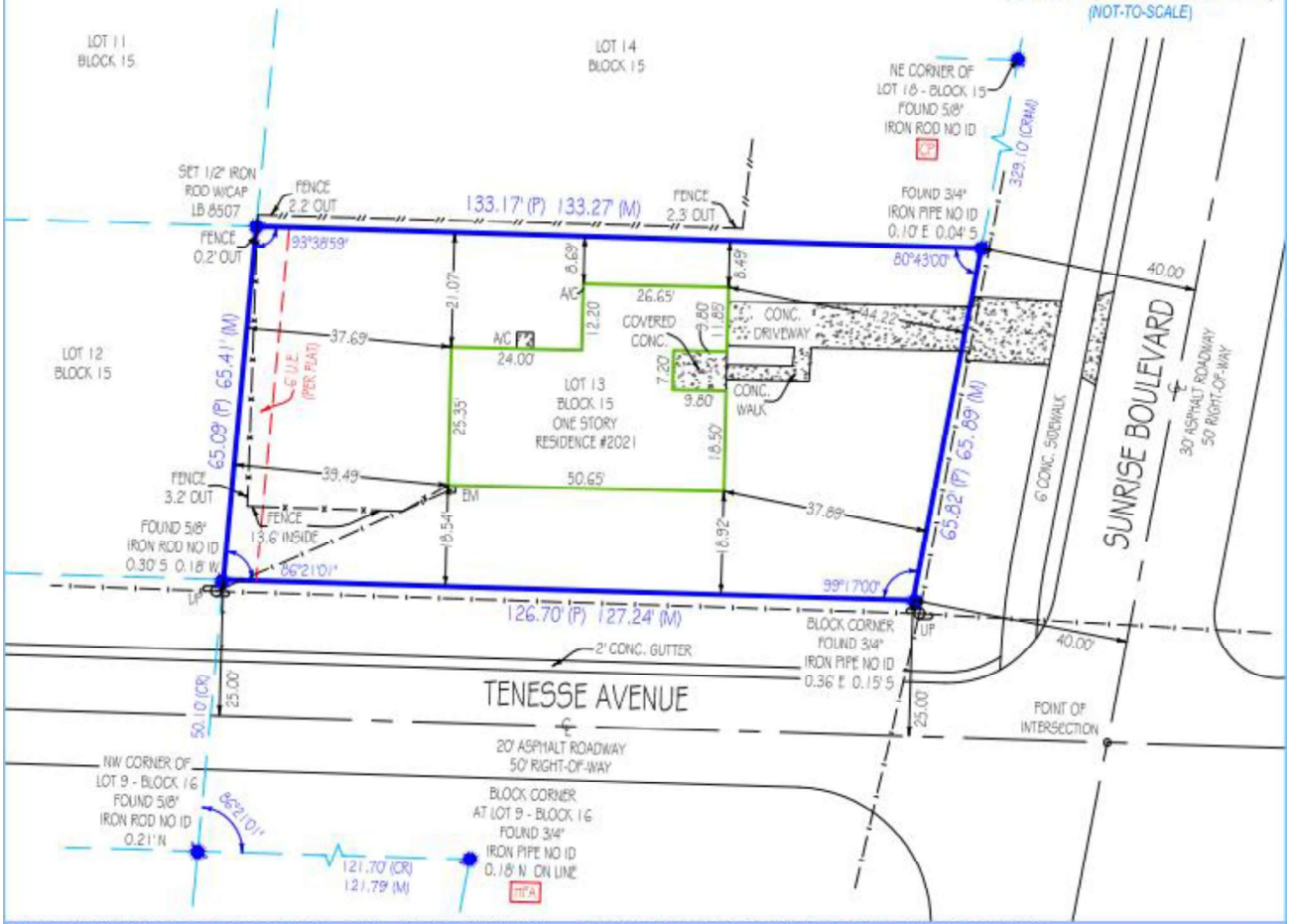

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Benchmark: _____
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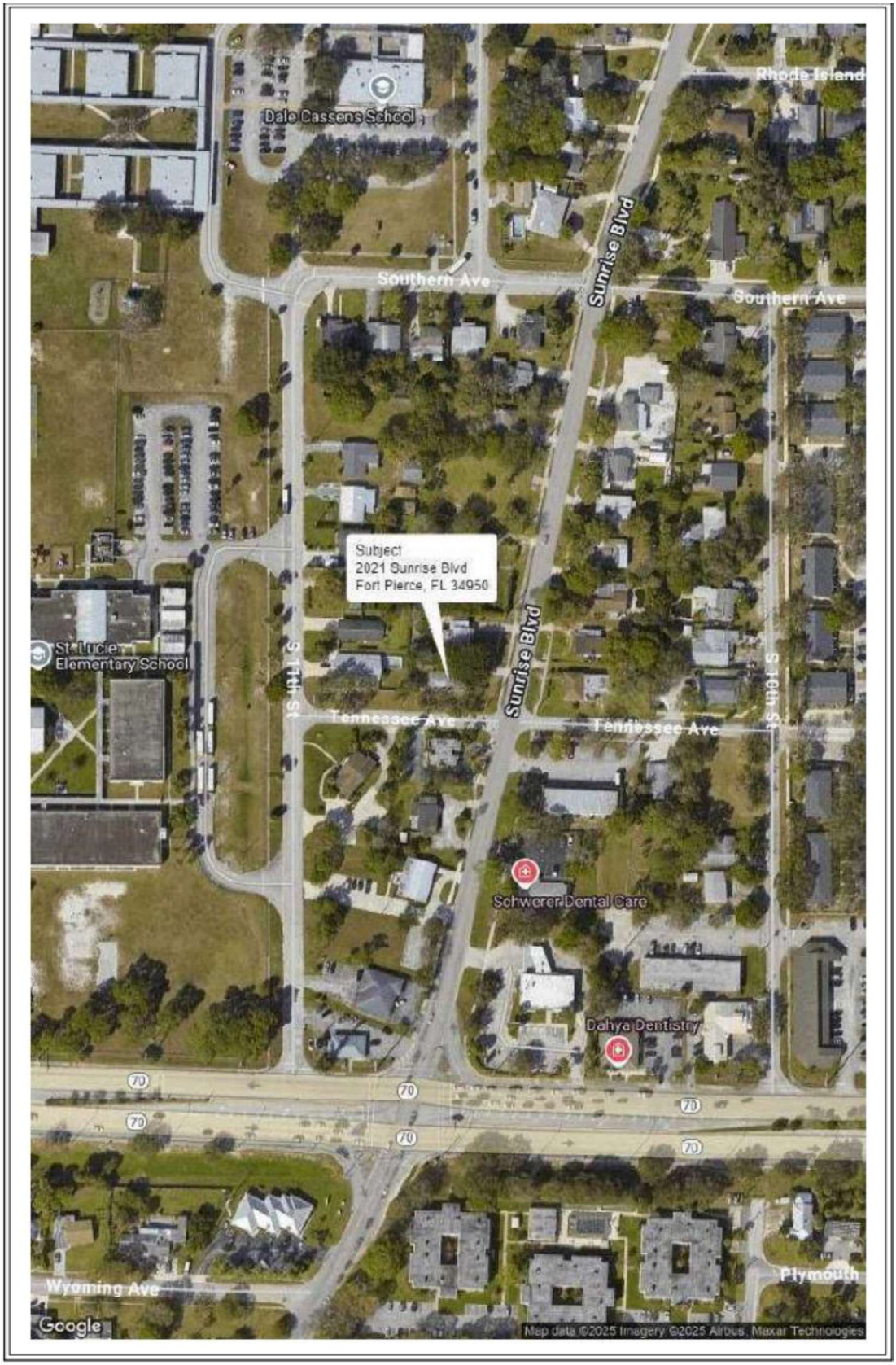
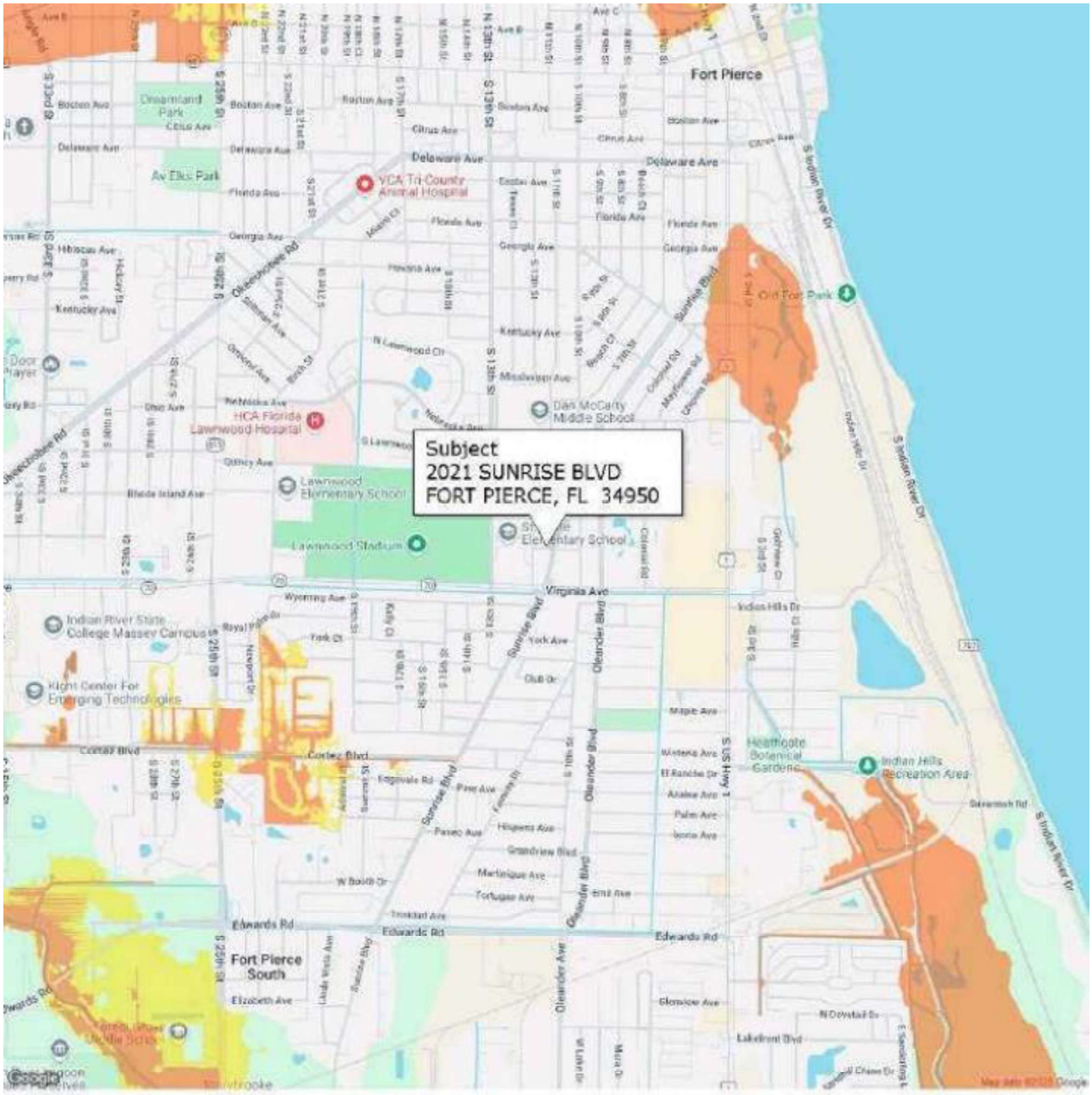
Revisions:	Job Nr: 241318-SE	Date of Field Work: 04/04/2025	Drawn by: P. S.

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
Tennessee Ave
Sunrise Blvd
Tennessee Ave
S 10th St
Schwerer Dental Care
Dahya Dentistry
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

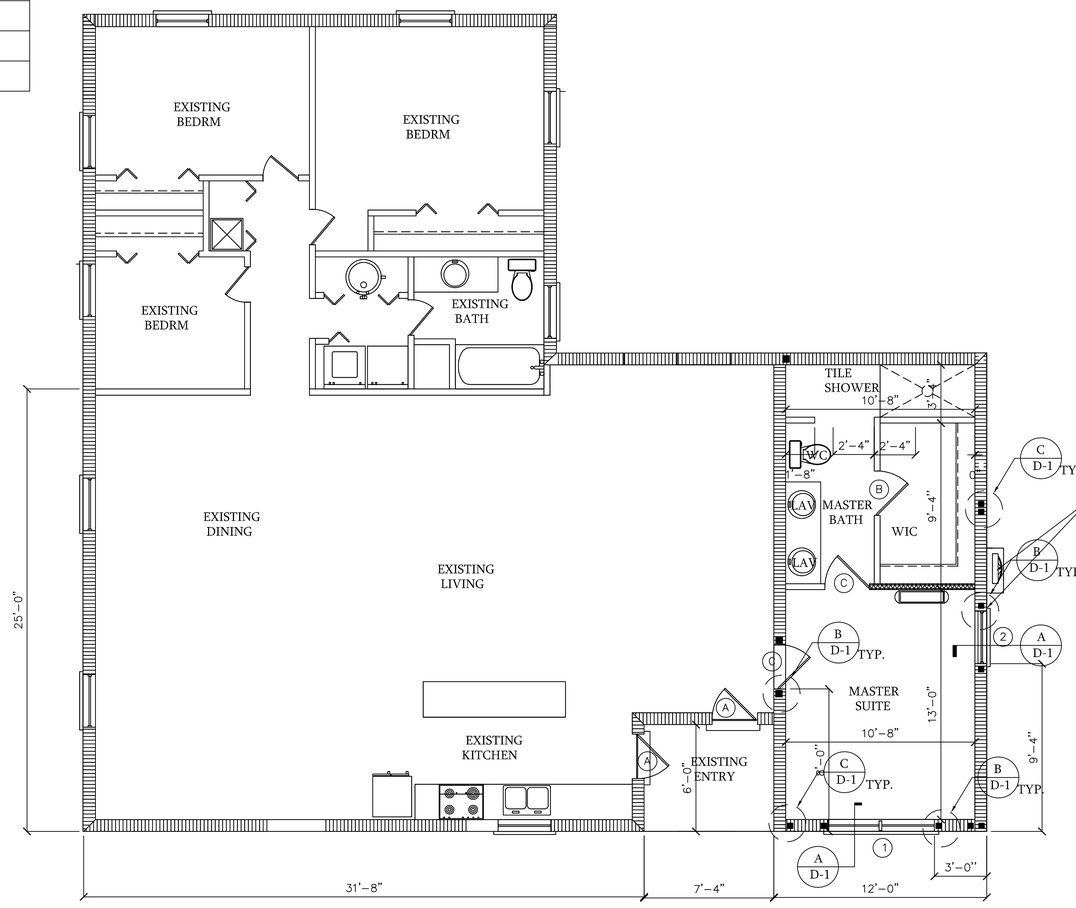
SYMB	TYPE	DESCRIPTION	HARDWARE	TYP.	SIZE
1	SINGLE HUNG	WHITE	ALUM. 1/1	EGRESS	PR.3'-2"x 5'-2"x 1-3/4"
2	SINGLE HUNG	WHITE	ALUM. 1/1	EGRESS	3'-2"x 5'-2"x 1-3/4"
3	SINGLE HUNG	WHITE	ALUM. 1/1	EGRESS	3'-2"x 3'-2"x 1-3/4"
4	SINGLE HUNG	WHITE	ALUM. 1/1	TEMP.	3'-2"x 3'-2"x 1-3/4"
5	SINGLE HUNG	WHITE	ALUM. 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
taylordcc@gmail.com
CELL: (203) 514-4221
designwestassoc@aol.com

BUILDER:	DATE:	DRAWN BY	CHK BY
		JT	JS
SUBDIVISION:	SCALE	REVISIONS:	
	AS SHOWN		

SHEET NO
A-3
OF__SHEETS

JOSEPH SIMMONS III, P.E.
JOSEPH SIMMONS III LICENSE No. 52101 STATE OF FLORIDA PROFESSIONAL ENGINEER

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

Planning Board - 4:00 PM **6. d.**

Meeting Date: 07/14/2025

Re: Conditional Use: No New Construction - Aspatria Institute College-1404 S. 28th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

Information

SUBJECT:

PZCON2025-00003
Conditional Use with No New Construction
Aspatria Institute College
1404 South 28th Street

SUMMARY:

A ‘conditional use: no new construction’ application has been submitted for review, proposing to operate Aspatria College at 1404 S. 28th Street. The two (2) story building offers multiple classroom and training lab options.

RECOMMENDATION:

Staff's recommendation is for the Planning Board to move the proposed application type for approval to City Commission with the two (2) conditions:

1. Sign permits should be applied for prior to the issuance of Certificate of Occupancy
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

ALTERNATIVES:

1. Recommend approval with additional and/or modified conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Applicant File

Form Review

Inbox	Reviewed By	Date
City Manager	Kerry Driver	07/07/2025 06:59 PM
City Manager	Richard Chess	07/08/2025 11:44 AM

Form Started By: Kerry Driver
Started On: 06/26/2025 05:38 PM
Final Approval Date: 07/08/2025

CITY OF FORT PIERCE

PLANNING BOARD

July 14th, 2025

Aspatria Institute d/b/a Aspatria College

1404 S. 28th Street

Conditional Use

APPLICANT

Gildardo Rodelo

PROPERTY OWNER(S)

Fort Pierce Real Estate Properties Inc

Jose Garcia

PARCEL ID #(S):

2417-510-0025-000-3

0.68 +/- acres

SUMMARY

A ‘conditional use: no new construction’ application has been submitted for review, proposing to operate Aspatria College at 1404 S. 28th Street.

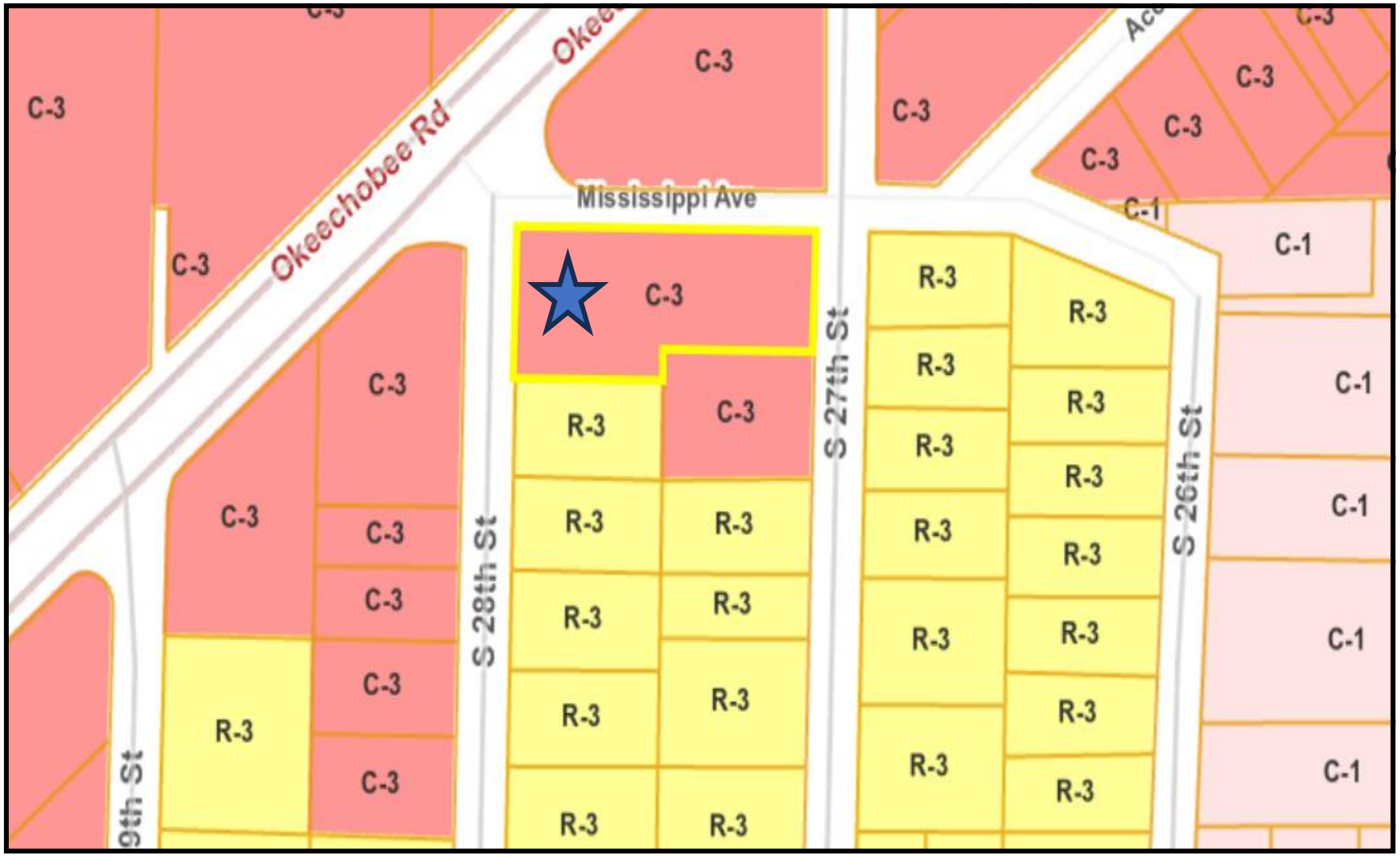
FUTURE LAND USE

FLU: GC,
General Commercial

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

ZONING

Zoning: C-3, General Commercial



Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

CONDITIONAL USE

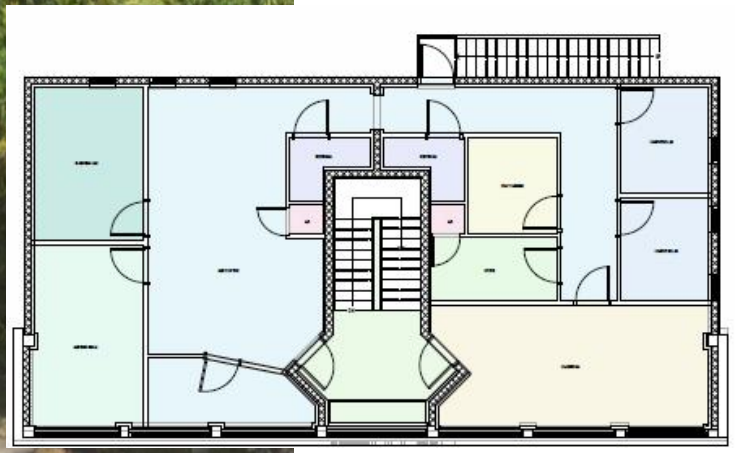
Article V: Section 125-325

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

Sec. 125-187

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3
Educational Facilities												
-College or University	-	C	C	C	C	C	C	C	C	C	C	C
-Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C
-Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-

EXISTING BUILDING/OPERATION DETAILS



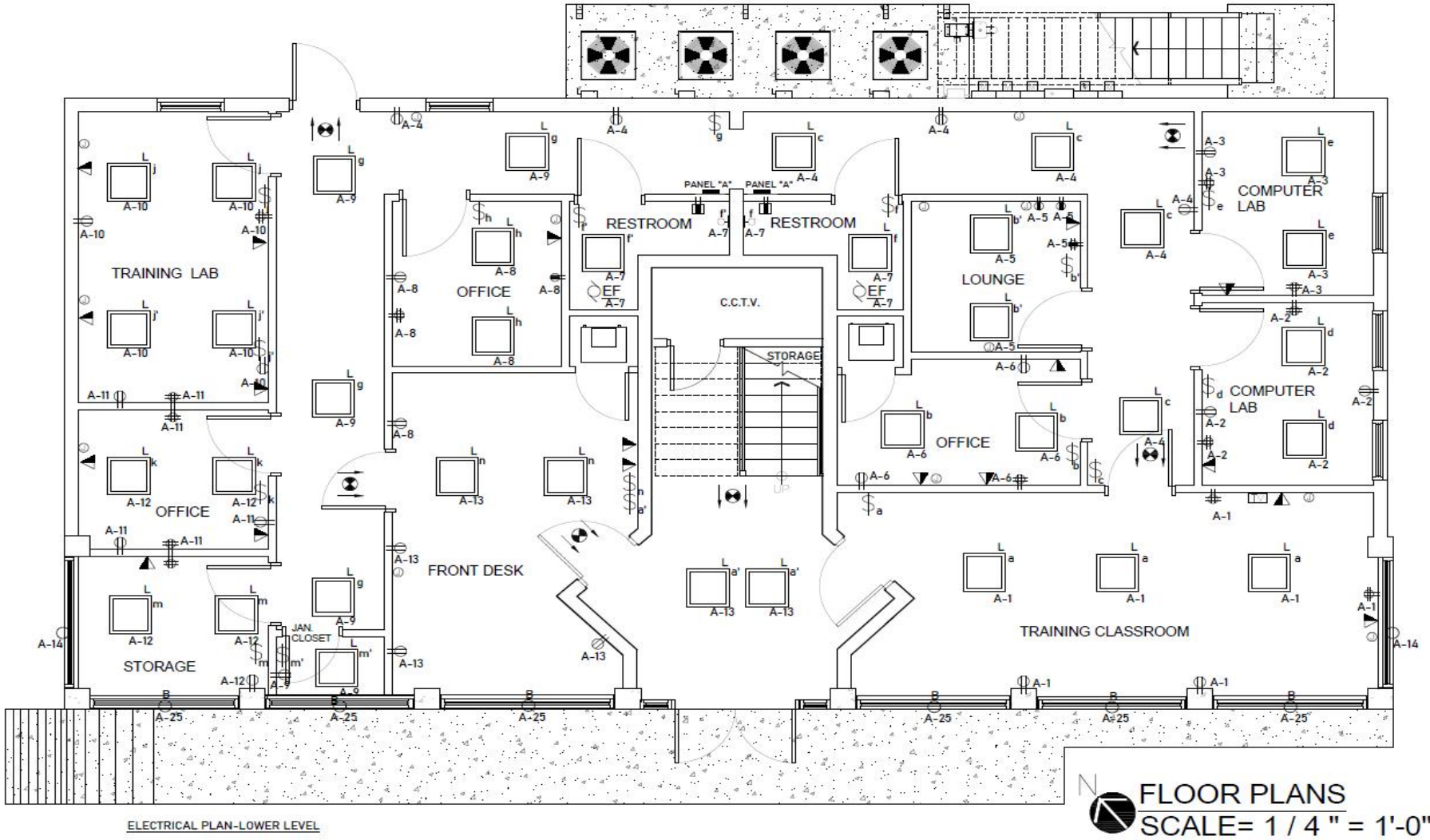
Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

BUILDING w/ Signage /OPERATION DETAILS

- 8a-10p (Mon.-Sat.)
- Staff: 2 Part time Instructors
  - 2 Full time Employees
- Age Group: 17-55 yrs old
- Classroom method: Hybrid
- Diploma Programs
  - MA (Medical Assistant)
  - HHA (Home Health Aide)
  - Phlebotomy
- Associate of Science
  - MA (Medical Assistant)
  - BA (Business Administration)
  - HSM (Health Service Management)

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

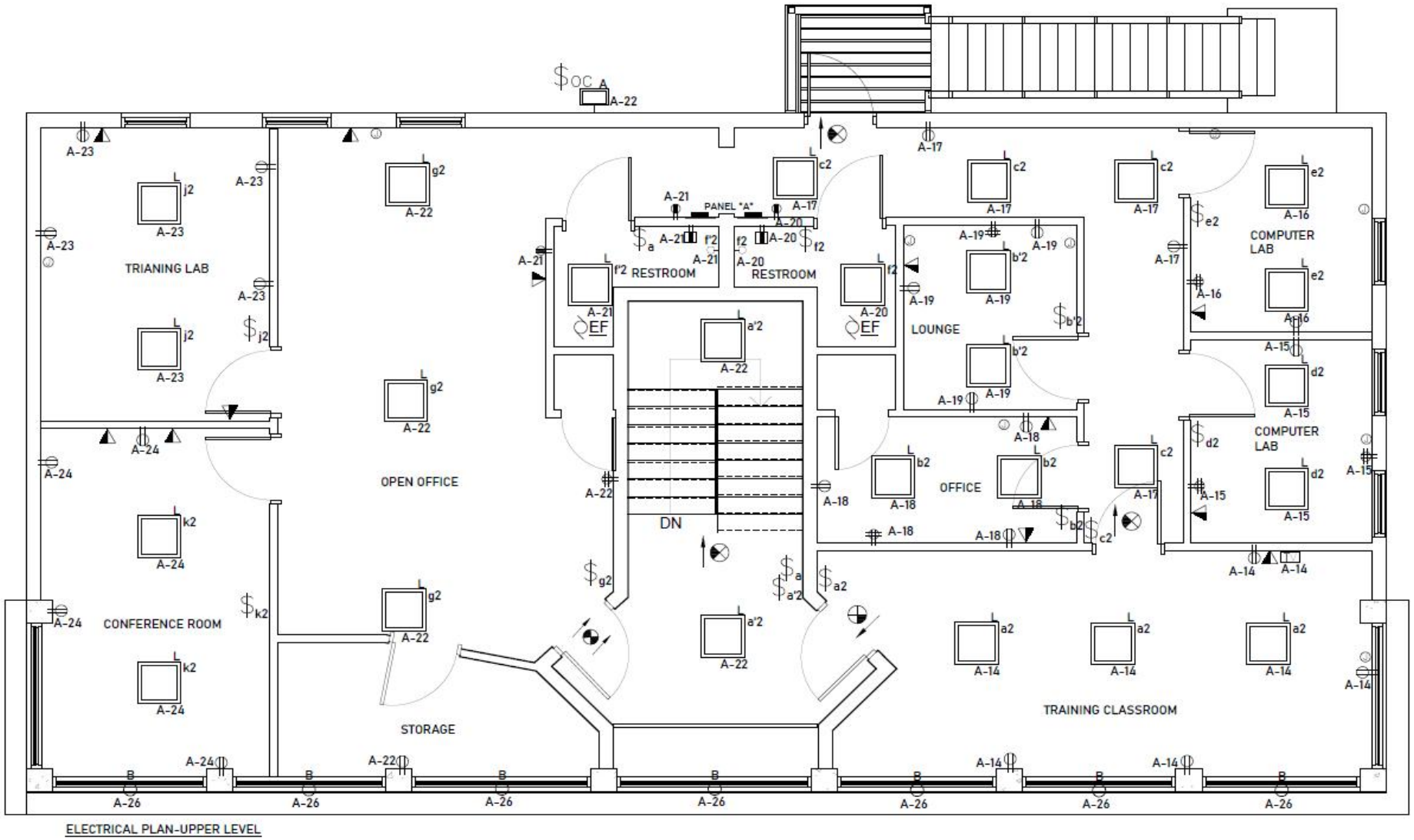
EXISTING FLOOR PLAN lower level



- 2 comp. labs
- 2 training labs/clsrms
- Restrooms
- Lounge
- 3 offices
- Front desk
- storage

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

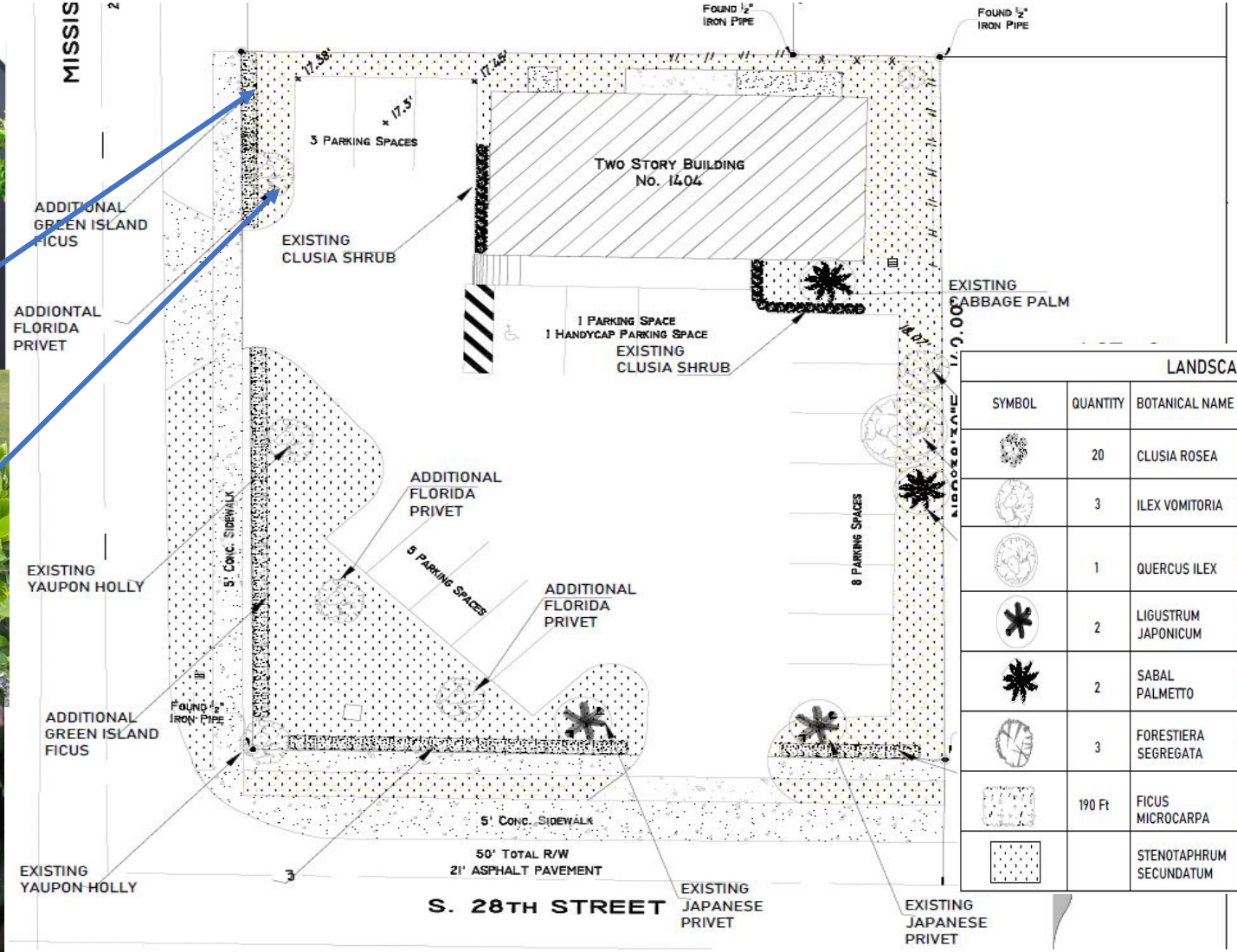
EXISTING FLOOR PLAN cont'd: upper level



- 2 comp. labs
- 2 training labs/clsrms
- Restrooms
- Lounge
- 3 offices
- Front desk
- storage

***no demolition plans**

LANDSCAPE PLAN



LANDSCAPE MATERIAL SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	NATIVE		STATUS	HGT
				YES	NO		
	20	CLUSIA ROSEA	PITCH APPLE	x		EXISTING	2.5'-5'
	3	ILEX VOMITORIA	YAUPON HOLLY	x		EXISTING	5'-8'
	1	QUERCUS ILEX	LIVE OAK	x		EXISTING	12'
	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET		x	EXISTING	8'-12'
	2	SABAL PALMETTO	CABBAGE PALM	x		EXISTING	15'
	3	FORESTIERA SEGREGATA	FLORIDA PRIVET	x		NEW	10'-15'
	190 Ft	FICUS MICROCARPA	GREEN ISLAND FICUS		x	NEW	3-5'
		STENOTAPHRUM SECUNDATUM	ST. AGUSTINE	x		EXISTING	

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed application type for approval to City Commission with the 2 conditions.

1. Sign permits should be applied for prior to the issuance of CO
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional and/or modified conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

PLANNING BOARD

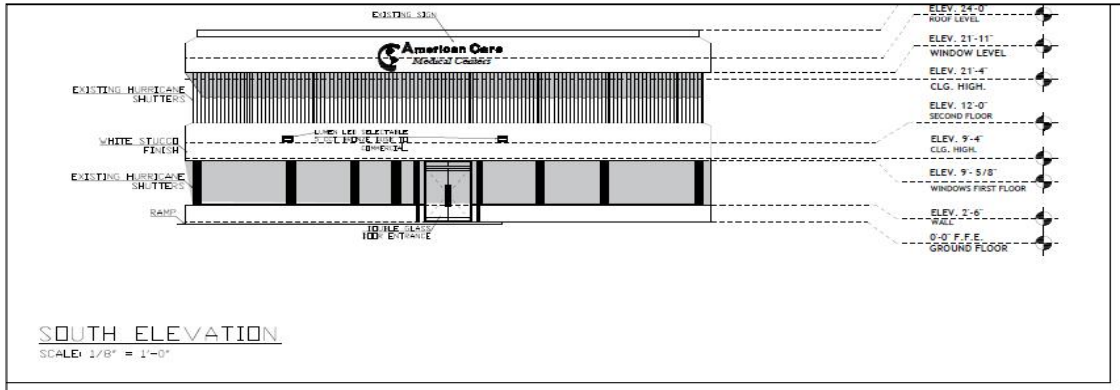
July 14th, 2025

Aspatria Institute d/b/a Aspatria College

1404 S. 28th Street

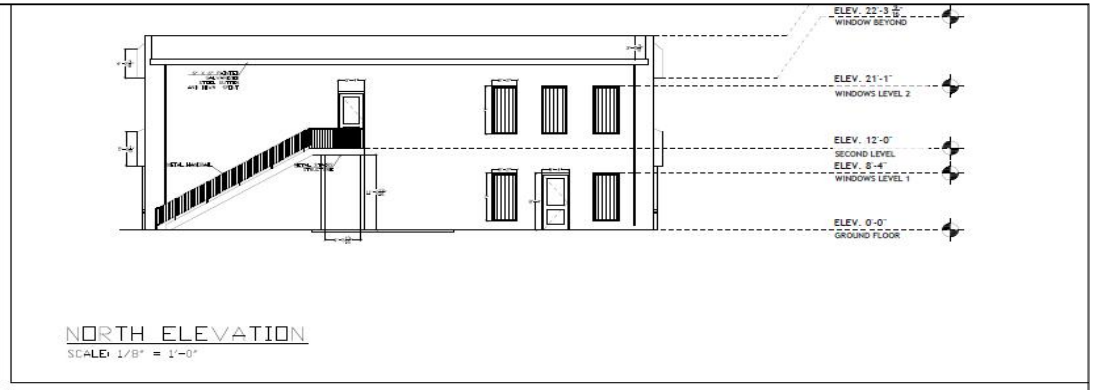
Conditional Use

EXTERIOR ELEVATIONS



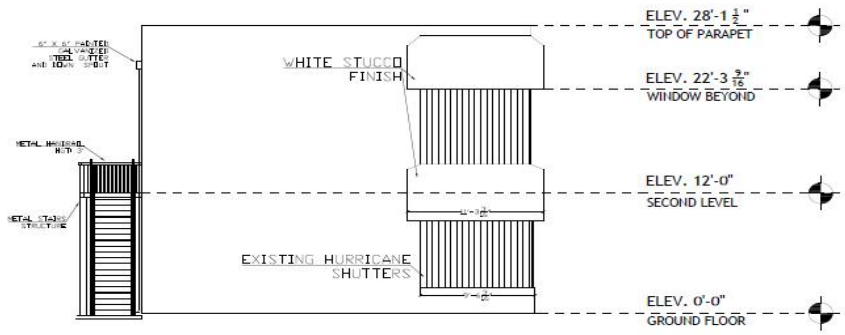
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



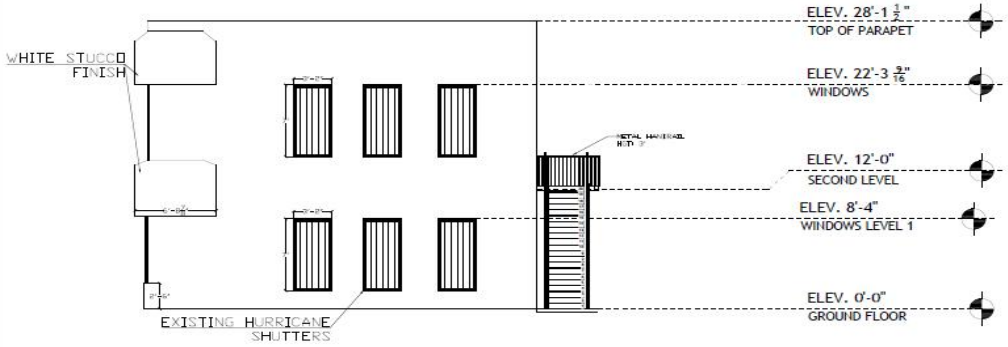
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

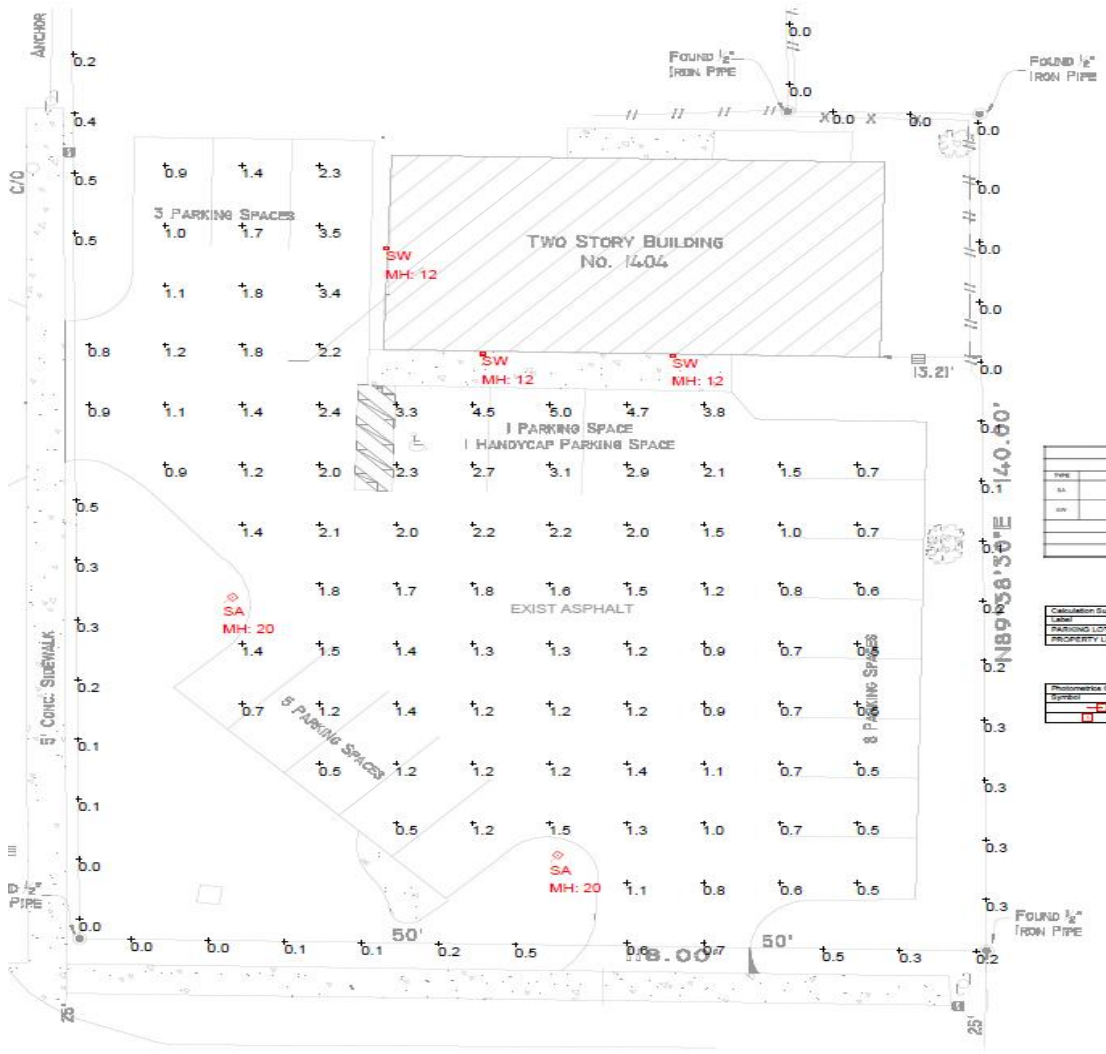
SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"

LIGHTING PLAN



AMERICAN CARE MEDICAL CENTER

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMP COLOR/TYPE	LUMENS	WATTS	DRIVER	MOUNTING	REMARKS
SA	SITE LUMINAIRE	MCGRAW-EDISON	GALWS1A-740-U-TBM-FINISH-I-SSA1000LDX	240V	LED-4000K	4736	30.9	0.70A	20' POLE	NOTE 1
SW	WALL PACK	MCGRAW-EDISON	GWC-SA1A-740-U-TBFT-FINISH	240V	LED-4000K	5006	34W	0.70A	WALL	

FIXTURE SCHEDULE NOTES

NOTE 1: FIXTURE MOUNTED ON 20' VALMONT DIRECT BURIAL POLE MODEL #: 1998-400WTE - COOPER FINISH

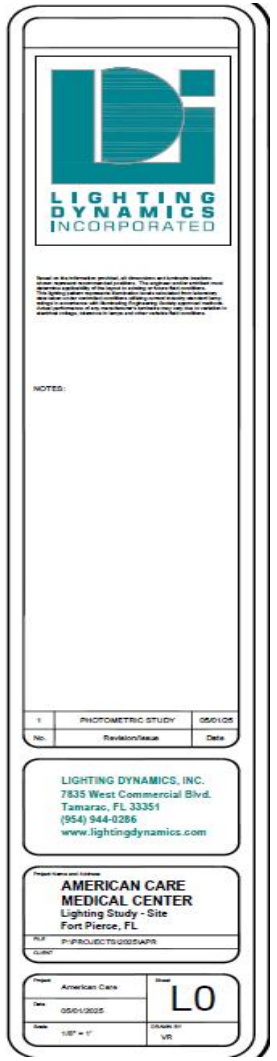
FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT EMROD T. AT LIGHTING D YNAMICS "EBASOV@LIGHTINGDYNAMICS.COM" <EBASOV@LIGHTINGDYNAMICS.COM>

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.62	5.0	0.5	3.04	10.00
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.

Photometrics Calculation Software Generated Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Arr. Lum. Lumens	Arr. Watts
	5	SA	Single	0.900	4736	30.9	4736	30.9
	3	SW	Single	0.900	5006	34	5006	34



Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

INFORMATION POSTER

ASPATRIA INSTITUTE

EMPOWERING YOU FOR A FULFILLING CAREER

Organizational Structure

Aspatria Institute, Inc., is a Florida Corporation doing business in the State of Florida. Aspatria Institute is licensed by the Commission for Independent Education, Florida Department of Education.

Our Mission Statement

We're dedicated to providing an education that leads to meaningful employment and opportunities. We support individuals in local communities by inviting students to participate in an online experience that provides intellectual challenge, academic enrichment, and career development, coupled with an onsite work environment learning experience.

Programs Offered

Schedules

Day Shift → 8:00am – 1:00pm (Monday – Friday)
Evening Shift → 6:00pm – 10:00pm (Monday – Friday)
Externship Site Schedule – 8:00am – 7:00pm (Monday – Saturday)

Diploma Programs
Method of Delivery: Hybrid

Medical Assistant:
Timeframe: 1300 Clock hours
Home Health Aide:
Timeframe: 165 Clock hours
Phlebotomy:
Timeframe: 165 Clock hours

Associate of Science
Method of Delivery: Online & Hybrid

Medical Assistant:
Timeframe: 71 credits
Business Administration:
Timeframe: 60 credits
Health Service Management:
Timeframe: 60 credits
Business Administration:
Timeframe: 60 credits

Limited Enrollments (20) Per Quarter

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

Detailed Narrative of Intended Conditional Use of
1404 S 28th St. Fort Pierce, FL 34947

Proposed Use: Educational Institution / College

Name of Establishment: Aspatria Institute Inc. DBA Aspatria College Inc.

Hours of Operations: 8 AM – 10 PM (Proposed Night Classes would be 6 PM – 10 PM)

Approximate and Proposed Student Count: ~10 per year

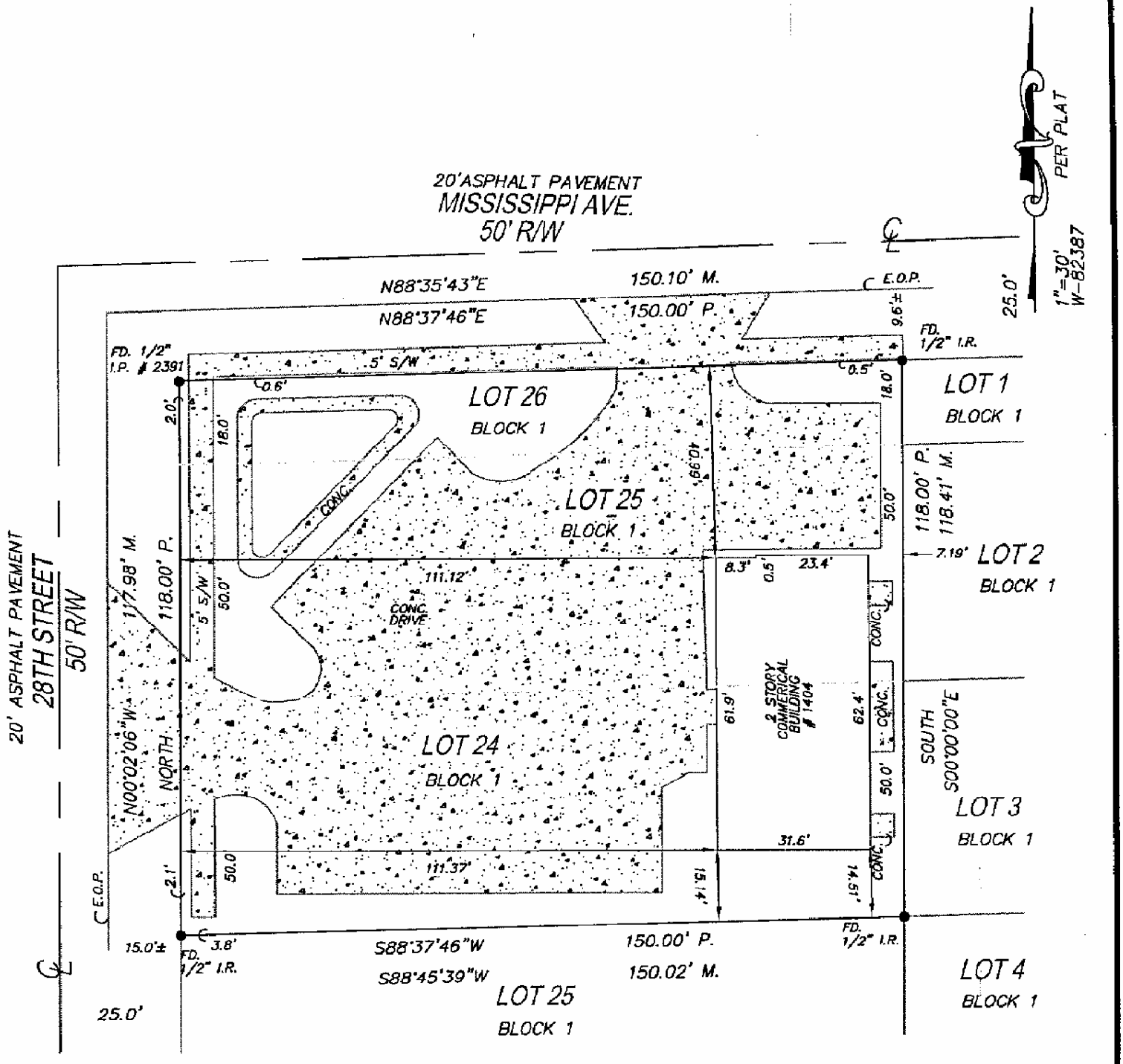
Approximate and Proposed Staff Count: 2 Full Time employees, and 2 Part Time Instructors

Approximate Student Age Groups: 17 (with high school diploma) – 55 years old

Summary:

Aspatria Institute started operations at our main campus in Jacksonville, FL in January 2023 and graduated our first class of students in March 2024. We are in the process of expanding programs and locations. Currently in Jacksonville, we are offering a Medical Assistant program with Phlebotomy and Home Health Aide programs in the process of being approved by the Florida Department of Education's Commission for Independent Education. Aspatria Institute is expanding its programs to become Aspatria College.

With permission from the Owner, Aspatria is looking to open a new campus location in Fort Pierce, FL. We want to provide healthcare job training to the local community to provide job opportunities and to fill the shortage of healthcare workers we are seeing state-wide.



BOUNDARY SURVEY

Survey: W-82387 PAGE 2 OF 2 PAGES

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

CLYDE O. McNEAL CERTIFICATE No. 2883 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

CLYDE MCNEAL

Digitally signed by CLYDE MCNEAL
DN: CN = CLYDE MCNEAL, C = US, O = TARGET SURVEYING, INC.
Date: 2005.01.24 13:22:57 -05'00'

(SIGNED)

CLYDE O. McNEAL, PROFESSIONAL SURVEYOR AND MAPPER #2883

SERVING MOST FLORIDA COUNTIES

TARGET SURVEYING, INC.
LB #6135

2500 METROCENTRE BOULEVARD SUITE 8
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576

STATEWIDE NUMBERS
PHONE (800) 226-4807
FACSIMILE (800) 741-0576

LEGAL DESCRIPTION & CERTIFICATIONS

Lots 24, 25 and 26, Block M, M.K. MOORE'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 11, of the Public Records of ST. LUCIE County, Florida.

Community Number: 120286 Panel: 0186 Suffix: F Flood Zone: X Field Work: 12/28/2004

Certified To:
1404 REALTY ASSOCIATES, LLC, A Florida Limited Liability Company; INVESTORS TITLE, ESCROW & EXCHANGE SERVICES, LLC; LAWYERS TITLE INSURANCE CORPORATION; , its successors and/or assigns.

Property Address:
1404 S. 28TH STREET
FORT PIERCE, FL 34947

Survey Number: W82387

LEGEND

—//—//—	WOOD FENCE
—x—x—	WIRE FENCE
F.N.	FOUND NAIL
•	PROPERTY CORNER
M	FIELD MEASURED
C	CALCULATED
CL	CLEAR
ENCR	ENCROACHMENT
℄	CENTERLINE
	CONCRETE
ℙ	PROPERTY LINE
D/W	DRIVEWAY
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
R/W	RIGHT OF WAY
N&D	NAIL & DISC
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
FD.	FOUND
P	PLAT
^^^^	ASPHALT
O.H.L.	OVERHEAD UTILITIES
P.P.	UTILITY POLE
TX	TRANSFORMER
CATV	CABLE RISER
W.M.	WATER METER
TEL.	TELEPHONE FACILITIES
	COVERED AREA
B.R.	BEARING REFERENCE
CH	CHORD
R	RADIUS (RADIAL)
N.R.	NON RADIAL
A/C	AIR CONDITIONER
B.M.	BENCH MARK
C.B.	CATCH BASIN
C	CALCULATED
#	NUMBER
CONC.	CONCRETE
&	AND
E.O.W.	EDGE OF WATER
F.H.	FIRE HYDRANT
C.L.F.	CHAIN LINK FENCE
Δ	CENTRAL ANGLE/DELTA
D.B.	DEED BOOK
D	DESCRIPTION OR DEED
D.H.	DRILL HOLE
ESMT.	EASEMENT
EL.	ELEVATION
F.F.	FINISHED FLOOR ELEVATION
F.C.M.	FOUND CONCRETE MONUMENT
F.M.N.	FOUND "MAG" NAIL
F.P.K.	FOUND PARKER-KALON NAIL
L.	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
M.H.	MANHOLE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
PVMT.	PAVEMENT
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.L.	POINT ON LINE
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.T.	POINT OF TANGENCY
R.O.E.	ROOF OVERHANG EASEMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
S.I.R.	SET IRON ROD & CAP
S.P.K.	SET PARKER-KALON NAIL
S/W	SIDEWALK
T.B.M.	TEMPORARY BENCH MARK
T.O.B.	TOP OF BANK
TYP.	TYPICAL
W.C.	WITNESS CORNER
S.S.	SHIP SPIKE
W.F.	WOOD FENCE
W.	WASHER
10.50	EXISTING ELEVATION

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
3) WALL TIES ARE TO THE FACE OF THE WALL.
4) NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
7) PROPERTY LINE DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
8) FENCE OWNERSHIP NOT DETERMINED.
9) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929.
10) BEARINGS REFERENCED TO LINE NOTED AS B.R.
11) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
12) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.

Survey: W-82387 **PAGE 1 OF 2 PAGES**

SERVING
MOST FLORIDA COUNTIES
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Alteration - Level 1 & Code Compliance Revision for:

"AMERICAN CARE CENTER"

1404 S. 28th Street
Fort Pierce, Florida 34947

PERMIT #:

PROJECT TEAM

OWNER:

Jose E. Garcia Jr. M.D.

11255 S.W. 211 Street
Miami, FL 33189-2240

Phone: (305) 254-7576
Mobile: (305) 300-1213
E-mail: josegarcia@americancare.net

ARCHITECT:

WASERSZTEIN ARCHITECTURE, INC

Bruce Wasersztein, AR 0017721
3300 N.E. 191st STREET
SUITE 1005
AVENTURA, FL 33180
Phone: 954-673-4448
Fax: 305-932-1956
E-mail: brucewasersztein@yahoo.com

Francisco Santana
Architectural Project Manager
Phone: (786) 202-1792
E-mail: fsciriollo@bellsouth.net

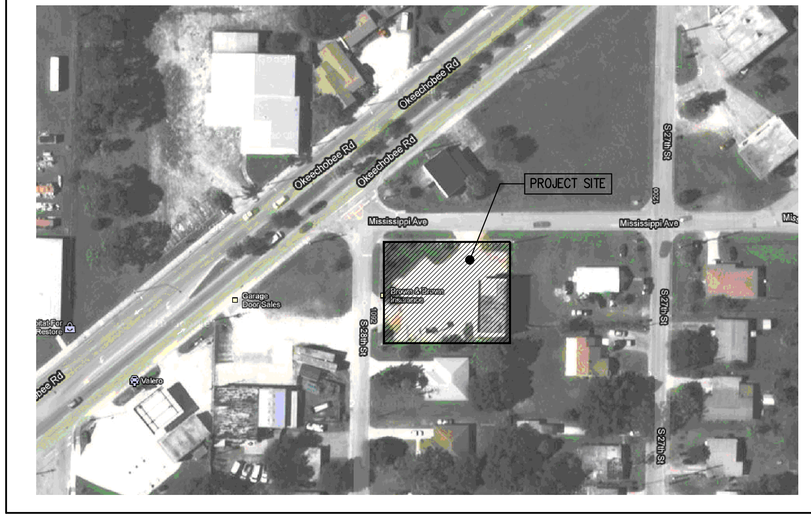
CONSULTING ENGINEERS:

SHEET INDEX

ARCHITECTURAL

A-1 EXISTING GROUND FLOOR PLAN & BUILDING DATA
A-2 EXISTING SECOND FLOOR PLAN
LF-1 GROUND FLOOR LIFE SAFETY PLAN
LF-2 SECOND FLOOR LIFE SAFETY PLAN

LOCATION MAP



PROPERTY ADDRESS

1404 SOUTH 28 TH STREET
FORT PIERCE,FLORIDA 34947

SCOPE OF WORK:

– AS BUILT CONDITIONS SHOWN FOR CERTIFICATE OF USE.

PROJECT INFO:

AREA: 4,044 S.F.

CLASSIFICATION OF WORK= N/A
LEVEL OF ALTERATION = N/A
AREA OF ALTERATION = 4,044 S.F.
LEVEL OF REHABILITATION= N/A
OCCUPANCY CLASSIFICATION = B (BUSINESS)(TRAINING CENTER)

CODE IN EFFECT :
FLORIDA BUILDING CODE 2023, 8th EDITION. EXISTING BUILDING
FLORIDA BUILDING CODE ACCESSIBILITY 2023, 8th EDITION
FLORIDA FIRE PREVENTION CODE 2021 7th EDITION
NFPA 1
NFPA 101 2015 EDITIONS
NEC 2017

NOTE:

NO DRINKING FOUNTAIN PROVIDED.
WATER CAN BE SERVED @ KITCHENETTE.

OCCUPANCY LOAD:

(FBC. TABLE 1004.5 AND FFPC TABLE 7.3.1.2)

BUSINESS AREA
OCCUPANCY LOAD: = 1927 SF / 150 S.F. (PER PERSON)
= 13 PERSONS ALLOWED (FBC 1004.5)

= 1927 SF / 100 S.F. (PER PERSON)
= 20 PERSONS ALLOWED (FFPC 7.3.1.2)

LOUNGE
OCCUPANCY LOAD: = 132 SF / 15 S.F. (PER PERSON)
= 9 PERSONS ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

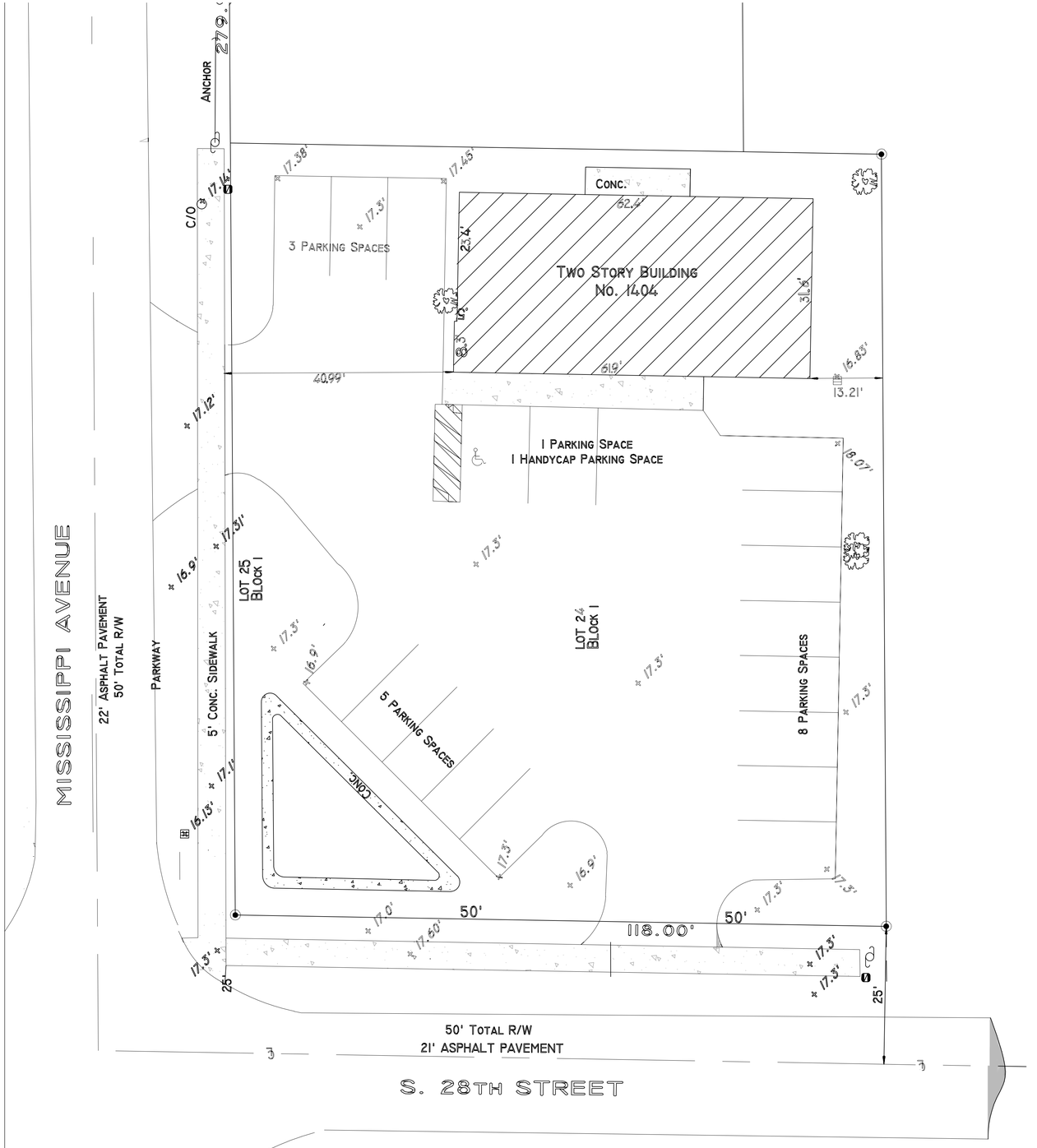
CONFERENCE ROOM
OCCUPANCY LOAD: = 164 SF / 15 S.F. (PER PERSON)
= 11 PERSONS ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

STORAGE
OCCUPANCY LOAD: =147 SF / 500 SF (PER PERSON)
= 1 PERSON ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

TOTAL OCCUPANTS..... = 34 PERSONS ALLOWED (FBC)
= 41 PERSONS ALLOWED (FFPC)

GENERAL NOTES

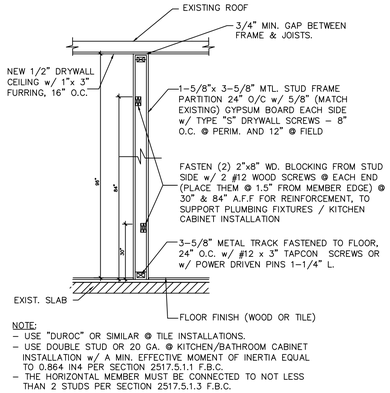
1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2023, 8th ED. AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED BEFORE PROCEEDING WITH THE WORK.
3. CONTRACTOR TO AQUIRE ALL REQUIRED PERMITS FOR THE CONSTRUCTION AND SUBSEQUENT OCCUPANCY OF THE PROJECT.
4. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE DONE IN A NEAT AND WORKMAN–LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.
5. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY MATERIALS REQUIRED TO INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS.
6. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED. REMOVALS SHALL BE COORDINATED WITH THE OWNER AND ALL BUILDING AUTHORITIES HAVING JURISDICTION.
7. CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH RED–LINED AS–BUILT DRAWINGS FOR ANY AND ALL FIELD CHANGES AND/ OR ADDITIONS TO THE WORK INCLUDING IN THE DRAWINGS.
8. IF ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND/OR DEVIATIONS.
9. IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
10. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
11. SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEERS.
12. CONTRACTOR OR SUB–CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND ANY DAMAGE TO HIS WORK WHILE PROJECT IS UNDER CONSTRUCTION.
13. ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REUSED ON ANY OTHER LOCATION EXCEPT WHERE THE ONE FOR WHICH THEY WERE EXPRESSLY DESIGNED IF THESE DRAWINGS OR ANY PART THERE OF IS REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT, THE PERSON SO DOING WILL BE INDEBTED TO ARCHITECT FOR HIS FULL COMMISSION.



SCALE: 3/32" = 1'-0"

Aspatria
Fort Pierce

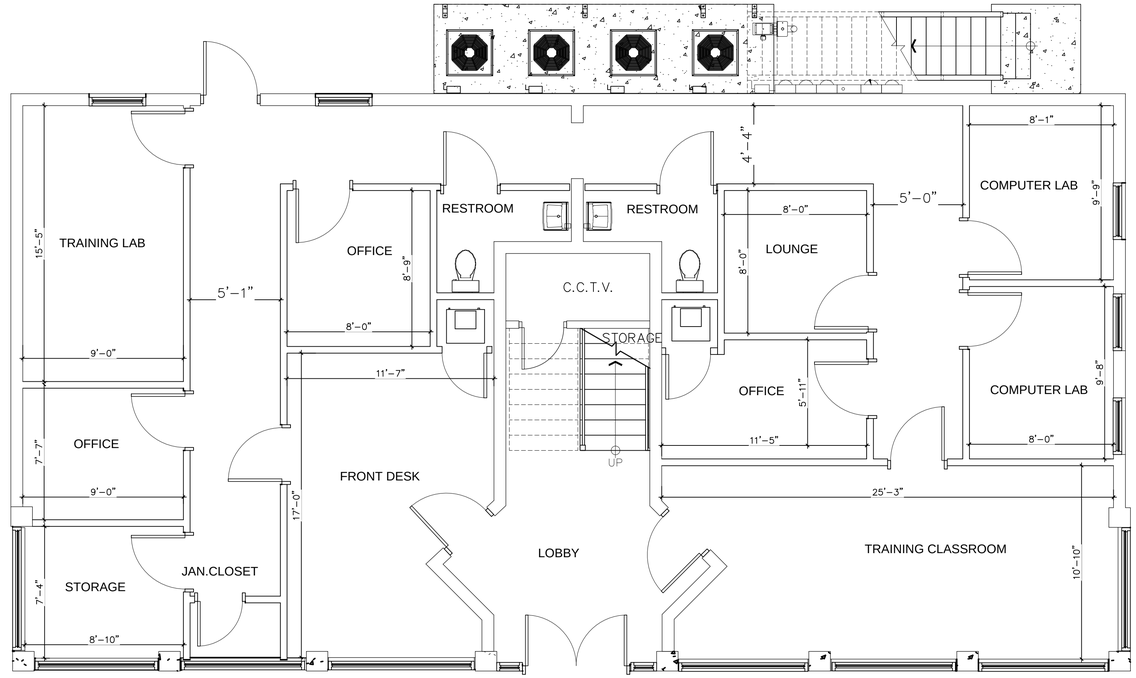
American Care
MEDICAL CENTERS



NOTE:
- USE "DUROC" OR SIMILAR @ TILE INSTALLATIONS.
- USE DOUBLE STUD OR 20 GA. @ KITCHEN/BATHROOM CABINET INSTALLATION w/ A MIN. EFFECTIVE MOMENT OF INERTIA EQUAL TO 0.864 IN4 PER SECTION 2517.5.1.1 F.B.C.
- THE HORIZONTAL MEMBER MUST BE CONNECTED TO NOT LESS THAN 2 STUDS PER SECTION 2517.5.1.3 F.B.C.

TYP. PARTITION

SCALE - N.T.S.



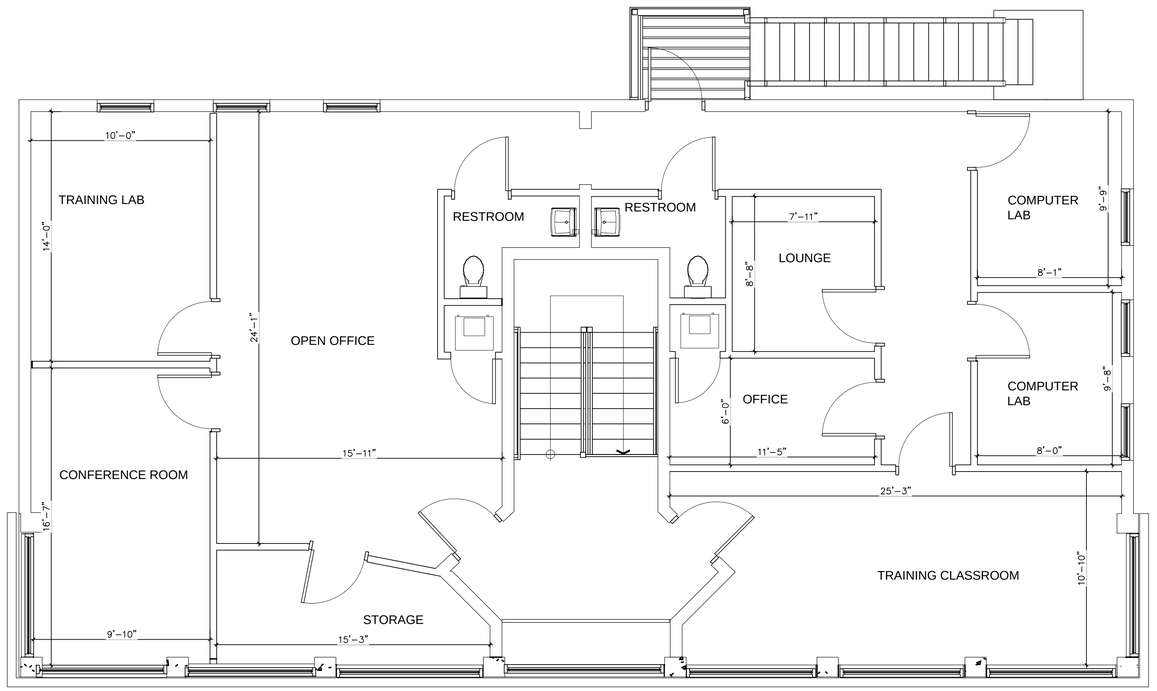
EXISTING FIRST FLOOR PLAN

SCALE: 1/4" = 1'

MINIMUM NUMBER OR REQUIRED PLUMBING FIXTURES TABLE 403.1										
				WATER CLOSETS		LAVATORIES				
NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	MALE	FEMALE	MALE	FEMALE	BATHTUBS/ SHOWERS	DRINKING FOUNTAINS	OTHER
1	BUSINESS	B	OFFICES	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50.		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		----	1 per 100	1 service sink

OCCUPANCY LOAD = 41 PERSONS

REQUIRED:	PROVIDED:
-2 LAVATORY	-4 LAVATORIES
-2 WATER CLOSETS	-4 WATER CLOSETS
-1 SERVICE/MOP SINK	-- SERVICE/MOP SINK
-1 DRINKING FOUNTAIN	-- DRINKING FOUNTAIN



EXISTING SECOND FLOOR PLAN

SCALE: 1/4" = 1'

Revisions
- 01.14.25 1ST ISSUE

CERTIFICATE OF USE

AMERICAN CARE OF SOUTH FLORIDA
1404 SOUTH 28 TH STREET
FORT PIERCE, FL 34947

JCD ARCHITECT INC.
JUAN C. DAVID R.A. 0015344
Design & Development
LEED ACCREDITED PROFESSIONAL
Architecture Interiors Planning Construction
1385 Coral Way, Suite 207 ¤ Miami, Florida 33145 ¤ Phone: (305) 285-4343 ¤ Fax: (305) 285-4330

Job No.
Date
Scale SHOWN

Seal
AA-26001560

Sheet No.
A-1.0

Designs are subject to modification or change as required by actuall measurements, standard industry practices in light of existing structural and other conditions, applicable bldg. codes, and the like. These plans are and shall remain the property of Mr.David and shall not be sold or reproduced without his prior written consent. Mr.David shall be notified of any changes rec'd by actuall measurements, etc. as aforesaid prior to submission of any phase for bid or construction.

PROPERTY ADDRESS

1404 SOUTH 28 TH STREET
FORT PIERCE,FLORIDA 34947

SCOPE OF WORK:

– AS BUILT CONDITIONS SHOWN FOR CERTIFICATE OF USE.

PROJECT INFO:

AREA: 4,044 S.F.

CLASSIFICATION OF WORK= N/A
LEVEL OF ALTERATION = N/A
AREA OF ALTERATION = 4,044 S.F.
LEVEL OF REHABILITATION= N/A
OCCUPANCY CLASSIFICATION = B (BUSINESS)(TRAINING CENTER)

CODE IN EFFECT :
FLORIDA BUILDING CODE 2023, 8th EDITION. EXISTING BUILDING
FLORIDA BUILDING CODE ACCESSIBILITY 2023, 8th EDITION
FLORIDA FIRE PREVENTION CODE 2021 7th EDITION
NFPA 1
NFPA 101 2015 EDITIONS
NEC 2017

NOTE:

NO DRINKING FOUNTAIN PROVIDED.
WATER CAN BE SERVED @ KITCHENETTE.

NOTE :
THERE IS NO WORK DONE WITHOUT A PERMIT THAT NEEDS TO BE LEGALIZED FOR THIS TENANT SPACE AND/OR UNDER THIS PERMIT.

GENERAL NOTES

1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2023, 8th ED. AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED BEFORE PROCEEDING WITH THE WORK.
3. CONTRACTOR TO AQUIRE ALL REQUIRED PERMITS FOR THE CONSTRUCTION AND SUBSEQUENT OCCUPANCY OF THE PROJECT.
4. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE DONE IN A NEAT AND WORKMAN–LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.
5. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY MATERIALS REQUIRED TO INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS.
6. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED. REMOVALS SHALL BE COORDINATED WITH THE OWNER AND ALL BUILDING AUTHORITIES HAVING JURISDICTION.
7. CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH RED–LINED AS–BUILT DRAWINGS FOR ANY AND ALL FIELD CHANGES AND/ OR ADDITIONS TO THE WORK INCLUDING IN THE DRAWINGS.
8. IF ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND/OR DEVIATIONS.
9. IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
10. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
11. SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEERS.
12. CONTRACTOR OR SUB–CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND ANY DAMAGE TO HIS WORK WHILE PROJECT IS UNDER CONSTRUCTION.
13. ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REUSED ON ANY OTHER LOCATION EXCEPT WHERE THE ONE FOR WHICH THEY WERE EXPRESSLY DESIGNED IF THESE DRAWINGS OR ANY PART THERE OF IS REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT, THE PERSON SO DOING WILL BE INDEBTED TO ARCHITECT FOR HIS FULL COMMISSION.

OCCUPANCY LOAD:

(FBC. TABLE 1004.5 AND FFPC TABLE 7.3.1.2)

BUSINESS AREA
OCCUPANCY LOAD: = 1927 SF / 150 S.F. (PER PERSON)
= 13 PERSONS ALLOWED (FBC 1004.5)

= 1927 SF / 100 S.F. (PER PERSON)
= 20 PERSONS ALLOWED (FFPC 7.3.1.2)

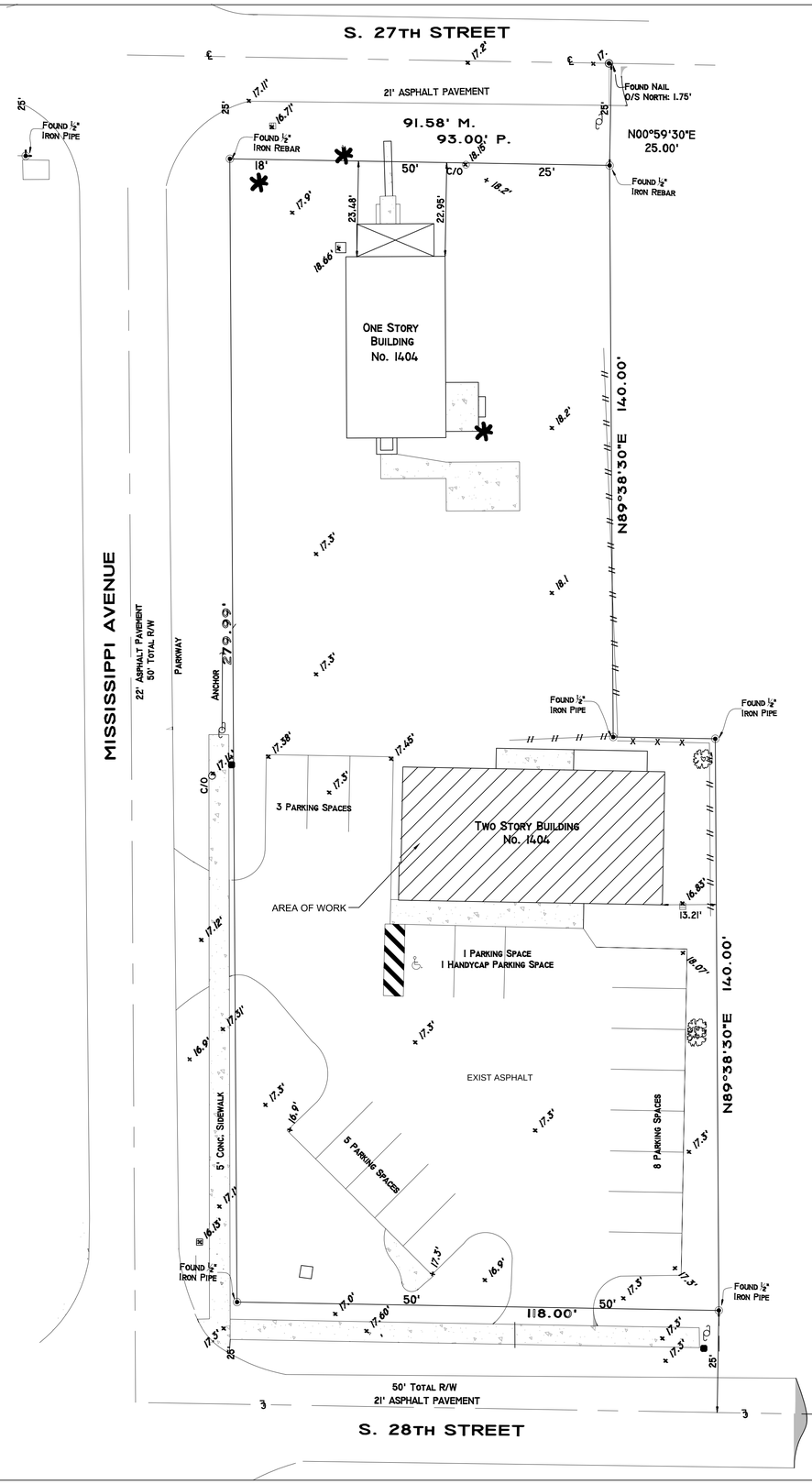
LOUNGE
OCCUPANCY LOAD: = 132 SF / 15 S.F. (PER PERSON)
= 9 PERSONS ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

CONFERENCE ROOM
OCCUPANCY LOAD: = 164 SF / 15 S.F. (PER PERSON)
= 11 PERSONS ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

STORAGE
OCCUPANCY LOAD: =147 SF / 500 SF (PER PERSON)
= 1 PERSON ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

TOTAL OCCUPANTS..... = 34 PERSONS ALLOWED (FBC)
= 41 PERSONS ALLOWED (FFPC)

LOCATION MAP
SCALE: N.T.S



SITE PLAN
SCALE: 1/16" = 1'

Revisions
01.14.25 1ST ISSUE

CERTIFICATE OF USE
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MISSISSIPPI AVENU

22' ASPHALT PAVEMENT
50' TOTAL R/W

PARKWAY

ANCHOR

C/O

FOUND ½" IRON PIPE

FOUND ½" IRON PIPE

3 PARKING SPACES

TWO STORY BUILDING
No. 1404

CLUSIA SHRUB

AREA OF WORK

CABBAGE PALM

1 PARKING SPACE
1 HANDYCAP PARKING SPACE

CLUSIA SHRUB

140.00'

N89°38'30"E

YAUPON HOLLY

LIVE OAK

CABBAGE PALM

5' CONC. SIDEWALK

5 PARKING SPACES

8 PARKING SPACES

YAUPON HOLLY

FOUND ½" IRON PIPE

118.00'

50'

50'

FOUND ½" IRON PIPE

25'

25'

50' TOTAL R/W
21' ASPHALT PAVEMENT

YAUPON HOLLY

S. 28TH STREET

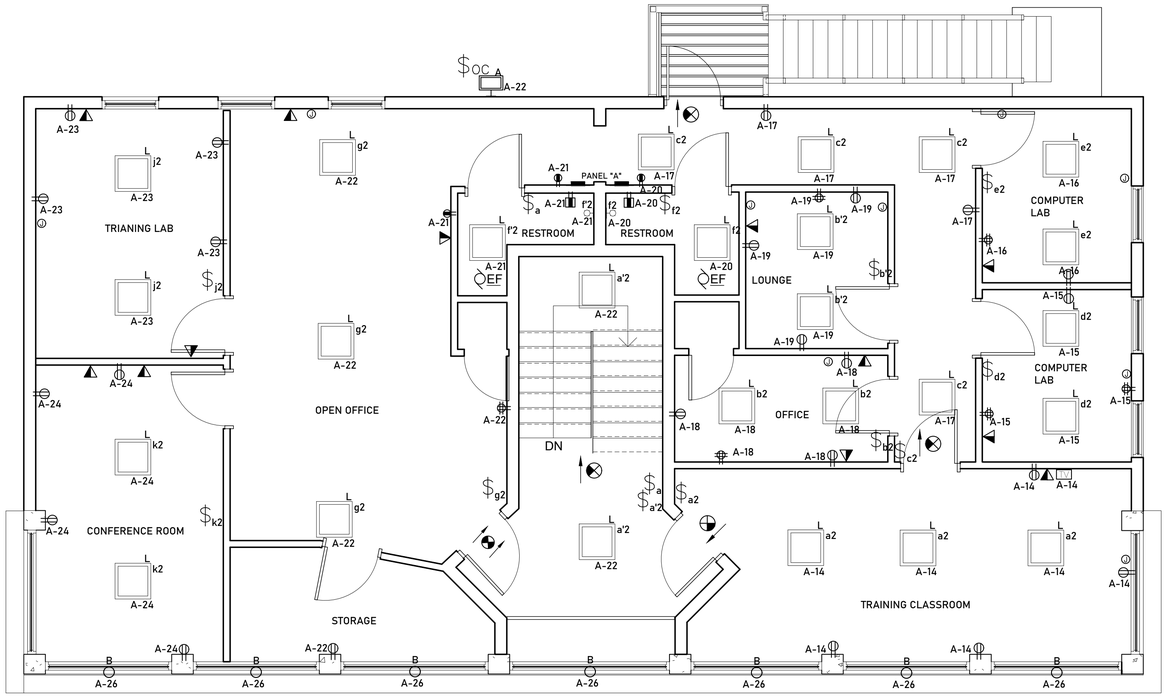
JAPANESE PRIVET

JAPANESE PRIVET

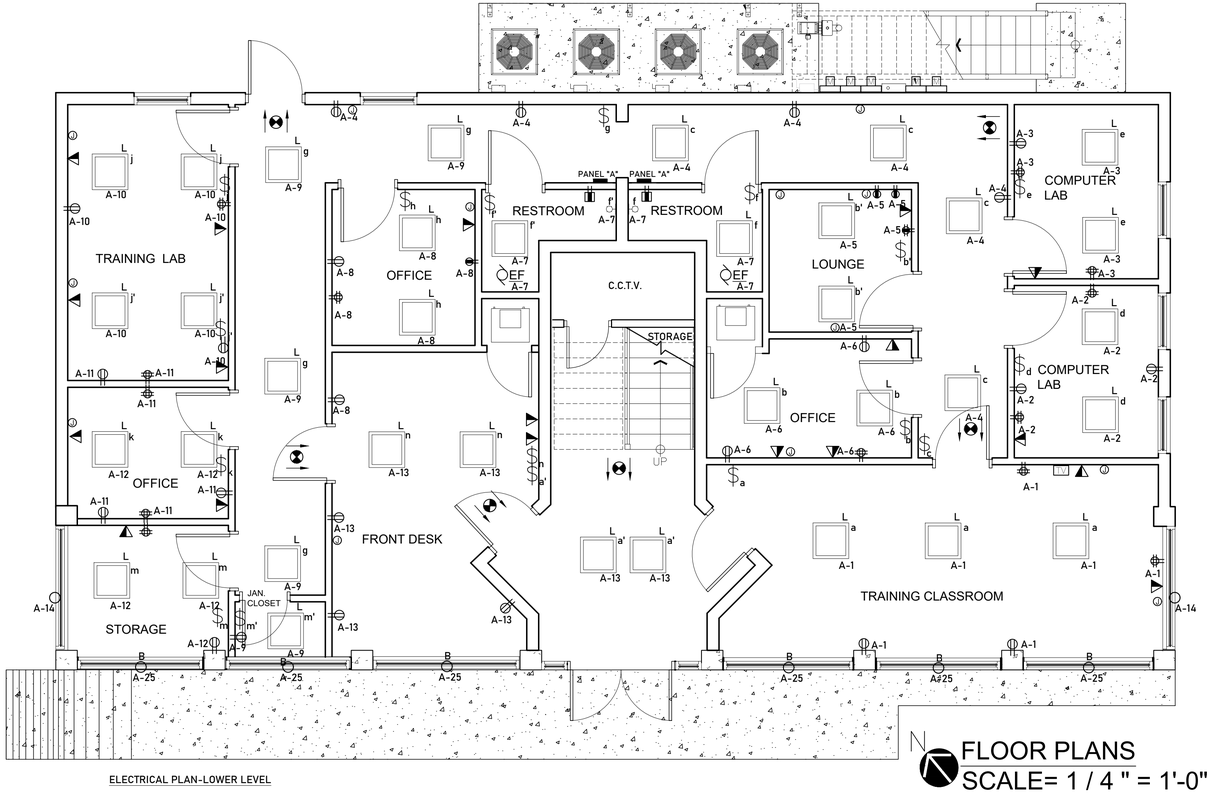
LANSCAPE PLAN
SCALE= 3 /32 " = 1'-0"

LANDSCAPE MATERIAL SCHEDULE

SYMBOL	AMOUT	BOTANICAL NAME	COMMON NAME	HGT
	20	CLUSIA ROSEA	PITCH APPLE	2.5'-5'
	3	ILEX VOMITORIA	YAUPON HOLLY	5'-8'
	1	QUERCUS ILEX	LIVE OAK	12'
	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	8'-12'
	2	SABAL PALMETTO	CABBAGE PALM	15'



ELECTRICAL PLAN-UPPER LEVEL



ELECTRICAL PLAN-LOWER LEVEL

N

# FLOOR PLANS
SCALE= 1 / 4 " = 1'-0"

LIGHTING

- 2' x 2' SUSPENDED FIXTURE
- WALL MOUNTED FIXTURE
- RECESSED DOWNLIGHT
- WALL MOUNTED FIXTURE
- CEILING MOUNTED EXIT SIGN WITH BATTERY BACKUP - SINGLE FACE - ARROW INDICATES DIRECTION
- CEILING MOUNTED EXIT SIGN WITH BATTERY BACKUP - DOUBLE FACE - ARROW INDICATES DIRECTION
- EMERGENCY LIGHT WITH BATTERY BACKUP - DUAL HEAD

SWITCHES

- SINGLE POLE SWITCH - TOGGLE TYPE - MOUNT 48" AFF
- WALL MOUNTED OCCUPANCY SENSOR SWITCH

POWER

- DUPLEX RECEPTACLE
- DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
- DUPLEX GFI RECEPTACLE
- DUPLEX GFI RECEPTACLE MOUNTED ABOVE COUNTER
- QUAD RECEPTACLE
- QUAD RECEPTACLE MOUNTED ABOVE COUNTER
- QUAD GFI RECEPTACLE
- QUAD GFI RECEPTACLE MOUNTED ABOVE COUNTER
- J-BOX
- EXHAUST FAN MOTOR

SERVICE AND DISTRIBUTION

- NON-FUSED DISCONNECT SWITCH
- BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
- METER

DATA/COMMUNICATION

- DATA/COMM OUTLET WITH FLUSH MOUNTED 4" SQUARE SINGLE GANGE JUNCTION BOX 18"AFF UNLESS NOTED OTHERWISE. EXTEND 1" CONCEALED CONDUIT TO ABOVE ACCESSIBLE CEILING AND STUB-OUT WITH PLASTIC BUSHING OR AS NOTED. INSTALL PULL WIRE
- CATV OUTLET WITH FLUSH MOUNTED 4" SQUARE SINGLE GANGE JUNCTION BOX 18"AFF UNLESS NOTED OTHERWISE. EXTEND 1" CONCEALED CONDUIT TO ABOVE ACCESSIBLE CEILING AND STUB-OUT WITH PLASTIC BUSHING OR AS NOTED. INSTALL PULL WIRE

MISCELLANEOUS

- INDICATES LIGHTING FIXTURE TYPE
- INDICATES SWITCH DESIGNATION
- INDICATES CIRCUIT NUMBER

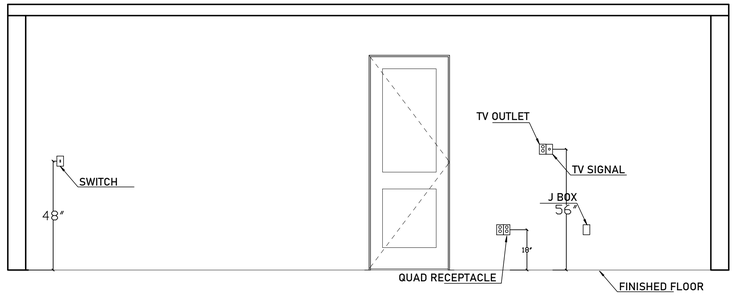
LIGHTING SCHEDULE

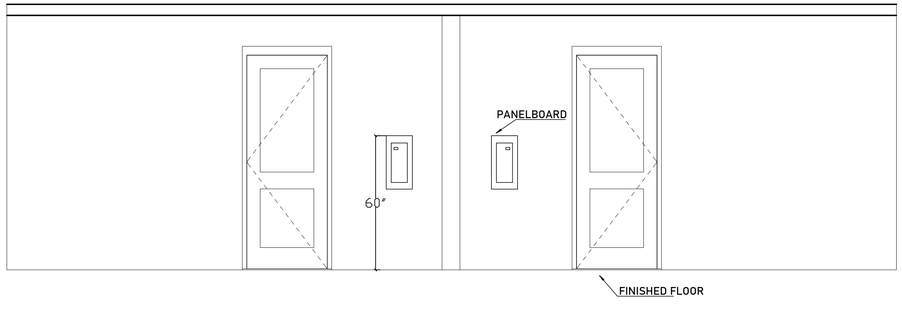
MARK	DESCRIPTION	LAMPS QTY.	LAMPS WTS	LAMPS TYPE	DIFFUSER	MOUNTING	VOLTAGE
A	Outdoor Dusk to Dawn Area Light	1	100	LED		WALL	
B	Aluminum Recessed Can Light	13	60	LED	ALUMINUM	RECESSED	120
L	GPT Series 2 x 2 ft.	62	27	LED 4K	ACRYLIC	RECESSED	120
R	Twin Head LED Light	4	28	LED		WALL	120

LIGHTING / PLUG LOAD SEQUENCE OF OPERATIONS

NOTE: DURING OCCUPIED HOURS (COORDINATE SCHEDULE WITH OWNER) THE LIGHTS IN THE FOLLOWING AREAS SHALL REMAIN ON. DURING ALL OTHER TIMES LIGHTS SHALL BE MANUAL ON FOR A MAXIMUM OF 2 HOURS, AUTO OFF. - WAITING ROOMS

NOTES & SCHEDULES





# ELEVATIONS
SCALE= 3 / 8" = 1'-0"

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At Aspatria Institute, we believe that education should be an option for any dedicated student. We offer payment plans and opportunities for Scholarships so you can go to school without worrying about price.

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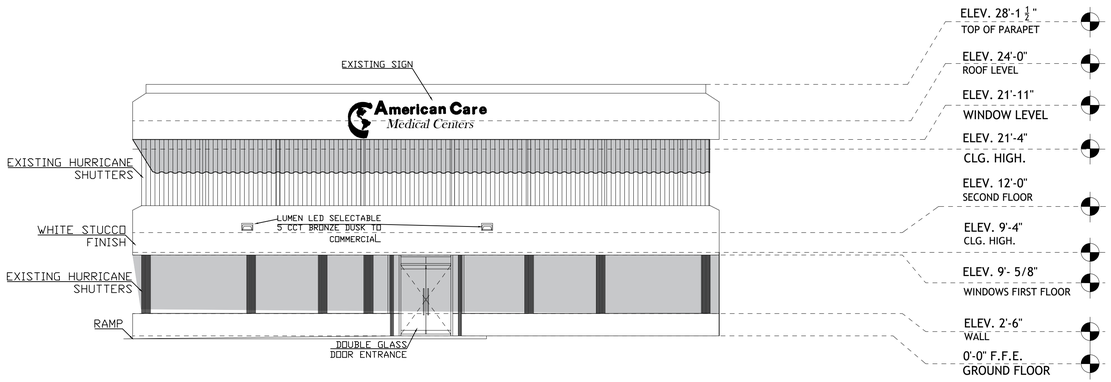
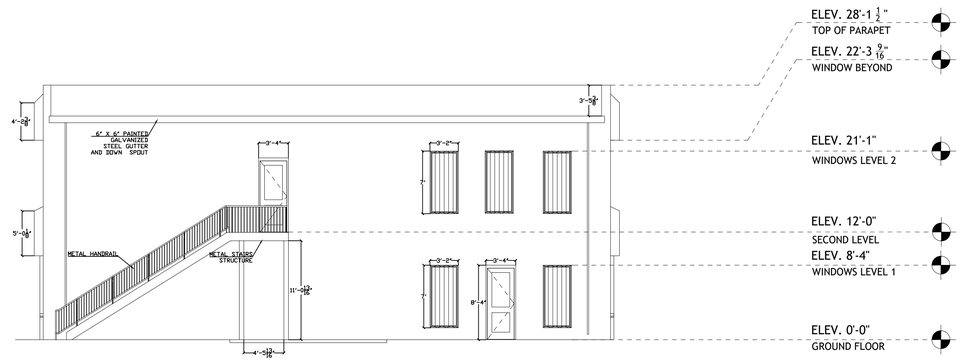


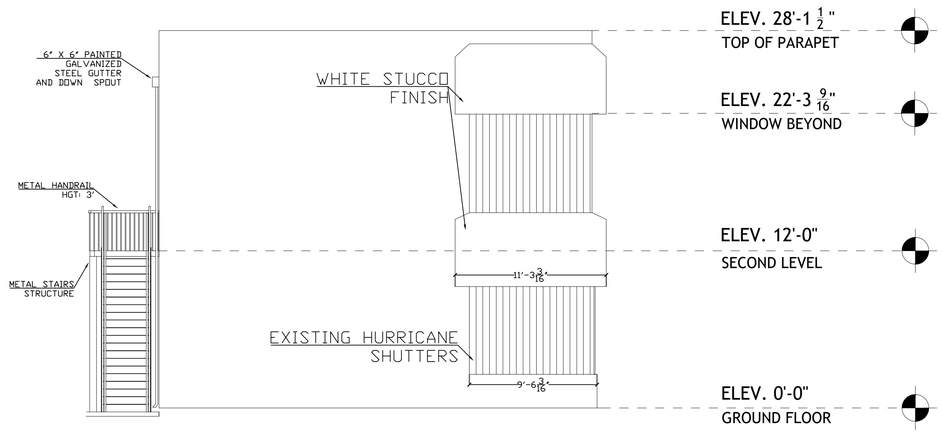
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



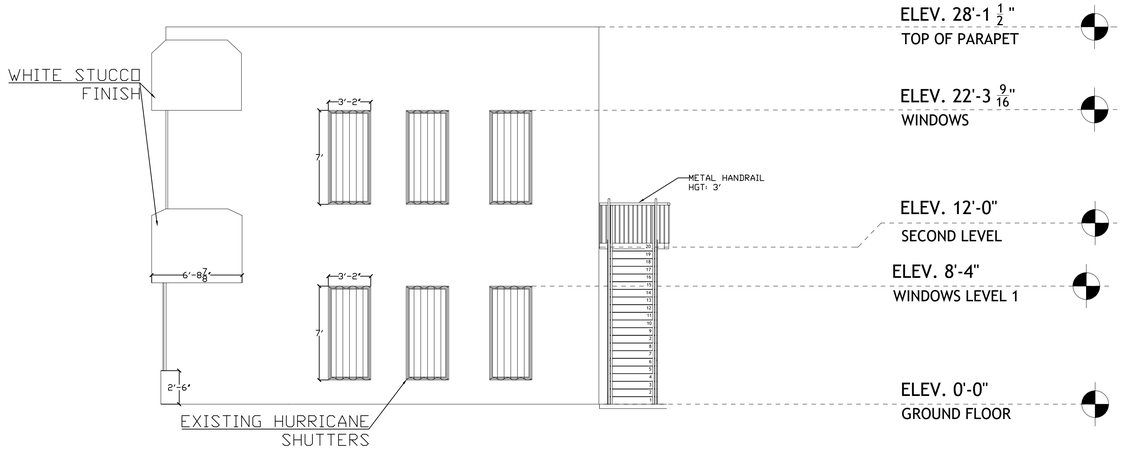
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 3/16" = 1'-0"

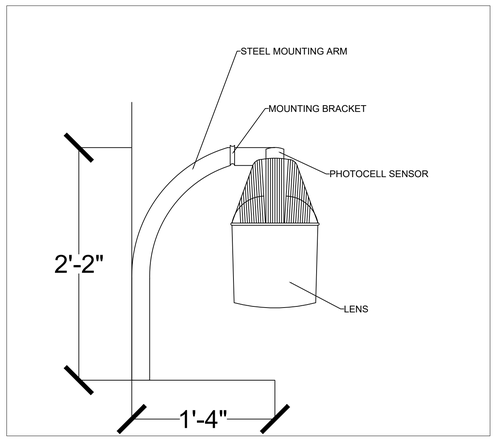


WEST ELEVATION

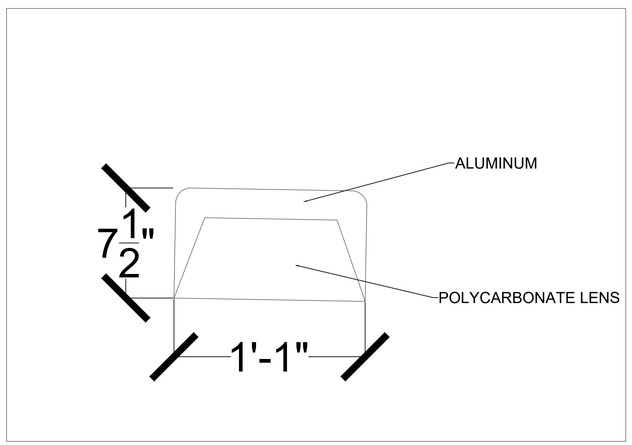
SCALE: 3/16" = 1'-0"

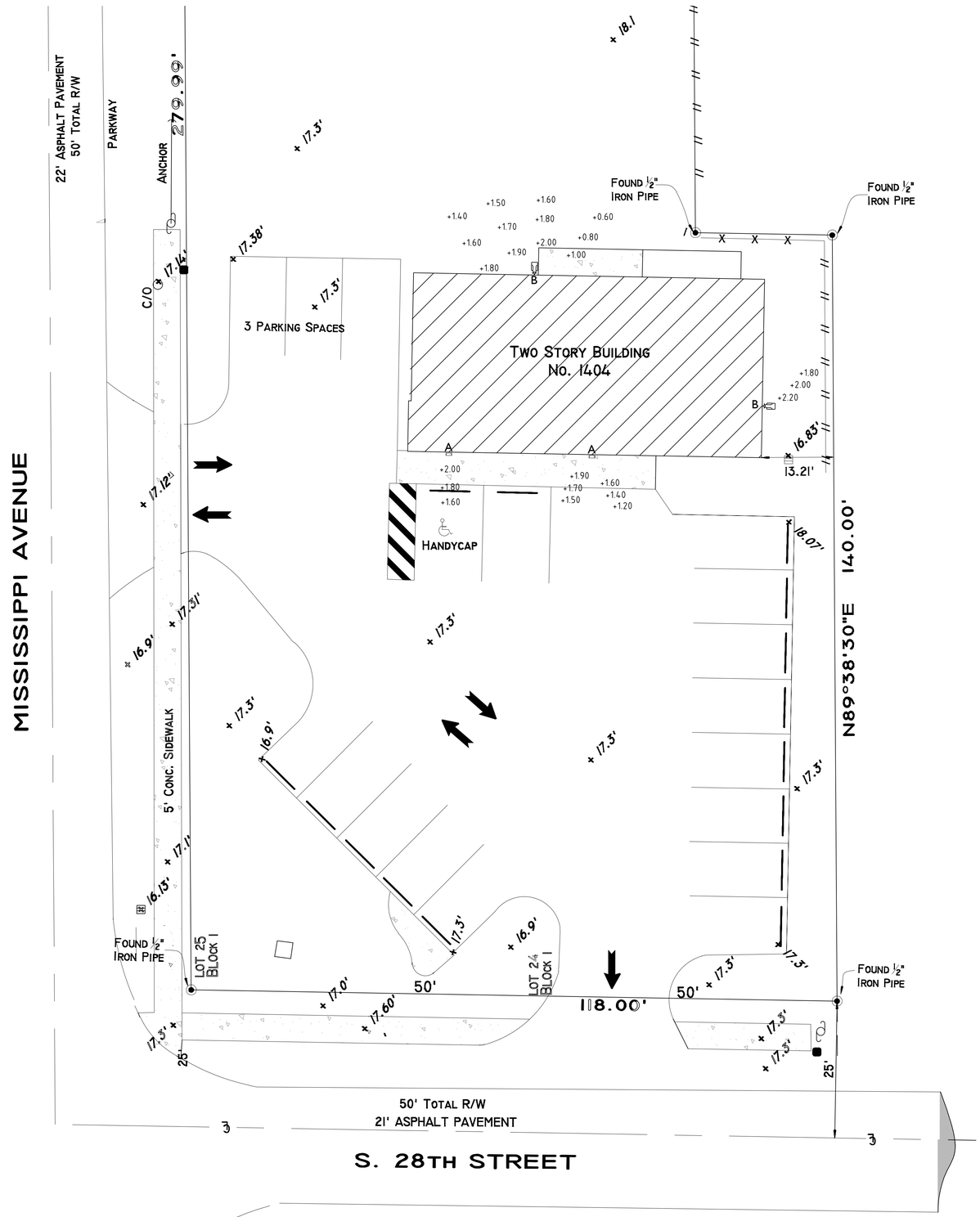
LUMINAIRE SCHEDULE				
SYMBOL	LABEL	QTY	CATALOG	DESCRIPTION
	A	2	INTEGRATED LED	8000 LUMENS HARDWIRED DUSK TO DAWN; 9.5 x 13 x 13 in. 120-227 V
	B	2	100 WATT SILVER OUTDOOR	10500 LUMENS HARDWIRED LED AREA LIGHT WITH MOUNTING ARM

LUMINAIRE "B"



LUMINAIRE "A"





PHOTOMETRIC PLAN

SCALE: 3/32" = 1'-0"

05/26/2025

City of Fort Pierce, Planning Department.

Subject: Aspatria Institute, 14041 S. 28th Street

Dear Technical review committee,

I am writing in response to the City County's feedback regarding our change of use permit application for the property located at 14041 S. 28th Street. We appreciate the time and consideration given to our application.

We have thoroughly reviewed the suggestions provided during the review process and are pleased to confirm that all requested modifications have been completed. Specifically, we have addressed the following items:

1. **Parking Lot Lighting:** New lighting fixtures have been installed in the parking lot to meet the specified illumination requirements, enhancing safety and visibility. A photometric plan was uploaded showing the calculations and placements of the proposed fixtures.
2. **Sidewalk Landscaping:** Appropriate landscaping has been added along the sidewalks as requested, contributing to the aesthetic appeal and environmental quality of the area, with native vegetation.
3. **Updated Boundary Survey:** A revised boundary survey, incorporating all necessary updates and details, has been completed and uploaded to the project.

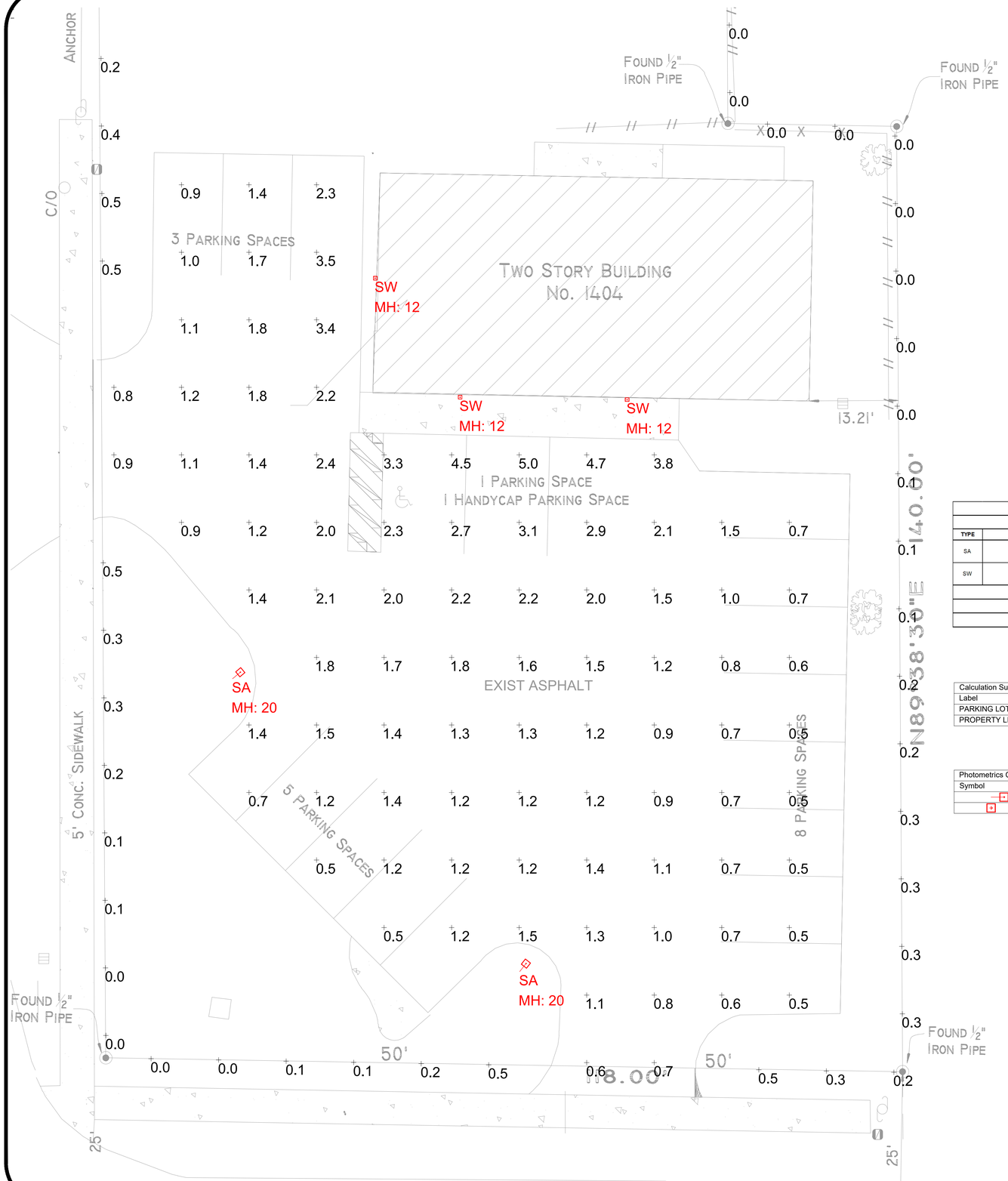
We are confident that these improvements meet the City County's requirements and enhance the functionality and appearance of the property. We have attached supporting documentation previously on the website that has already been reviewed.

Thank you for your continued guidance throughout this process. We look forward to your review of these completed items and the opportunity to move forward with the final approval of our change of use permit. Please do not hesitate to contact me at the phone number or email address provided at the end of this email if any further information or clarification is needed.

Sincerely,

Gildardo Rodelo

American Care & Aspatria Institute.



AMERICAN CARE MEDICAL CENTER

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMP COLOR/TYPE	LUMENS	WATTS	DRIVER	MOUNTING	REMARKS
SA	SITE LUMINAIRE	MCGRAW-EDISON	GALN-SB1A-740-U-T4W-FINISH / MA1036-XX	UNV	LED-4000K	4738	31W	0-10V	20' POLE	NOTE 1
SW	WALL PACK	MCGRAW-EDISON	GWC-SA1A-740-U-T4FT-FINISH	UNV	LED-4000K	5008	34W	0-10V	WALL	

FIXTURE SCHEDULE NOTES

NOTE 1: FIXTURE MOUNTED ON 20' VALMONT DIRECT BURIAL POLE MODEL # 1908-30504TE - COOPER FINISH

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT SERGEI AT LIGHTING DYNAMICS:**"SBASOV@LIGHTINGDYNAMICS.COM" <SBASOV@LIGHTINGDYNAMICS.COM>**

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.52	5.0	0.5	3.04	10.00
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.

Photometrics Calculation Software Generated Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Arr. Lum. Lumens	Arr. Watts
	2	SA	Single	0.900	4738	30.9	4738	30.9
	3	SW	Single	0.900	5008	34	5008	34

LIGHTING DYNAMICS INCORPORATED

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

No.	Revision/Issue	Date
1	PHOTOMETRIC STUDY	05/01/25

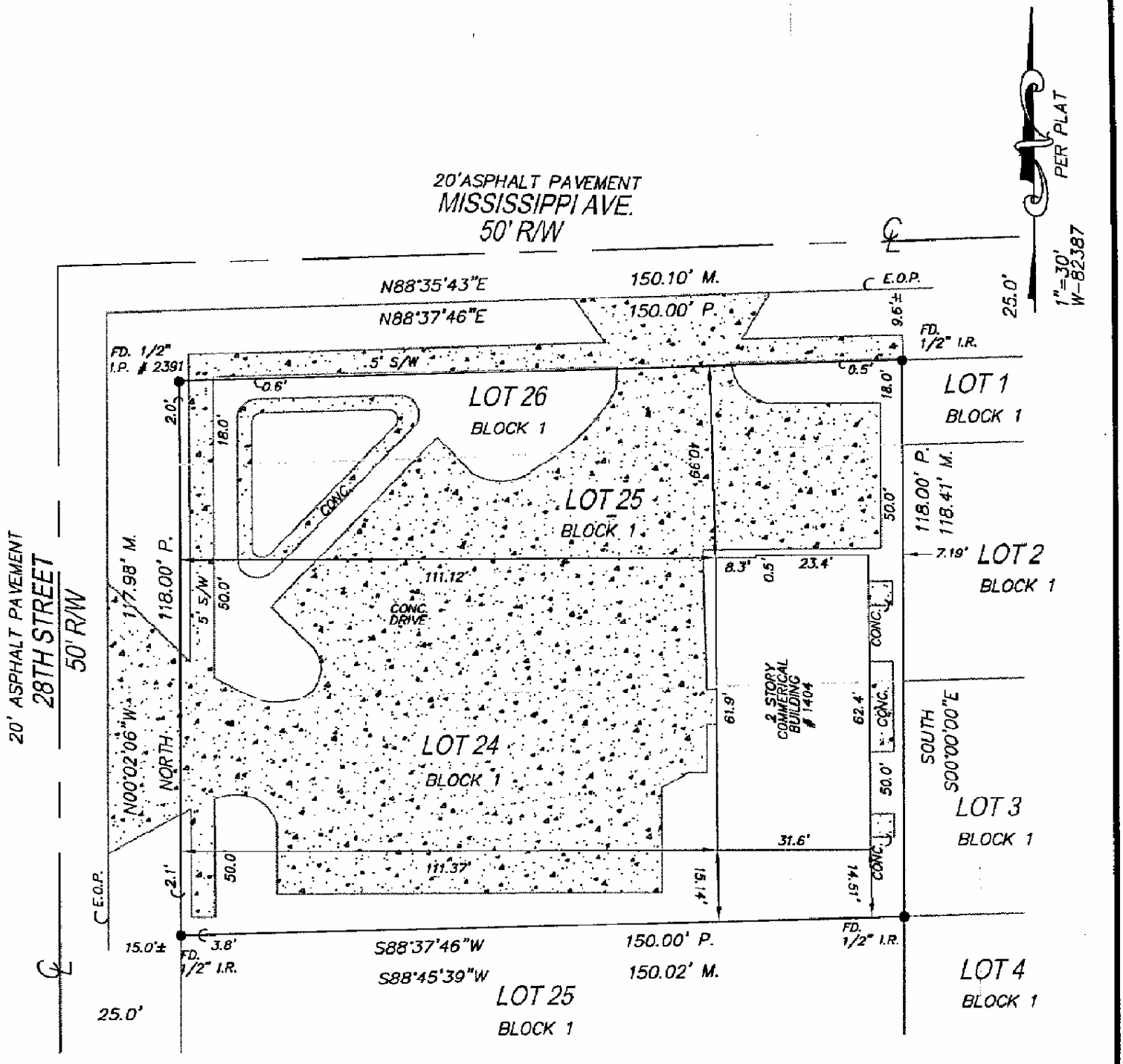
LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address

AMERICAN CARE MEDICAL CENTER
Lighting Study - Site
Fort Pierce, FL

FILE P:\PROJECTS\2025\APR
CLIENT

Project	American Care	Sheet L0
Date	05/01/2025	
Scale	1/8" = 1'	DRAWN BY VR



BOUNDARY SURVEY

Survey: W-82387 PAGE 2 OF 2 PAGES

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

CLYDE O. McNEAL CERTIFICATE No. 2883 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

CLYDE MCNEAL

Digitally signed by CLYDE MCNEAL
DN: CN = CLYDE MCNEAL, C = US, O = TARGET SURVEYING, INC.
Date: 2005.01.24 13:22:57 -05'00'

(SIGNED)

CLYDE O. McNEAL, PROFESSIONAL SURVEYOR AND MAPPER #2883

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TARGET SURVEYING, INC.
LB #6135

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WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576

STATEWIDE NUMBERS
PHONE (800) 226-4807
FACSIMILE (800) 741-0576

LEGAL DESCRIPTION & CERTIFICATIONS

Lots 24, 25 and 26, Block M, M.K. MOORE'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 11, of the Public Records of ST. LUCIE County, Florida.

Community Number: 120286 Panel: 0186 Suffix: F Flood Zone: X Field Work: 12/28/2004

Certified To:
1404 REALTY ASSOCIATES, LLC, A Florida Limited Liability Company; INVESTORS TITLE, ESCROW & EXCHANGE SERVICES, LLC; LAWYERS TITLE INSURANCE CORPORATION; , its successors and/or assigns.

Property Address:
1404 S. 28TH STREET
FORT PIERCE, FL 34947

Survey Number: W82387

LEGEND

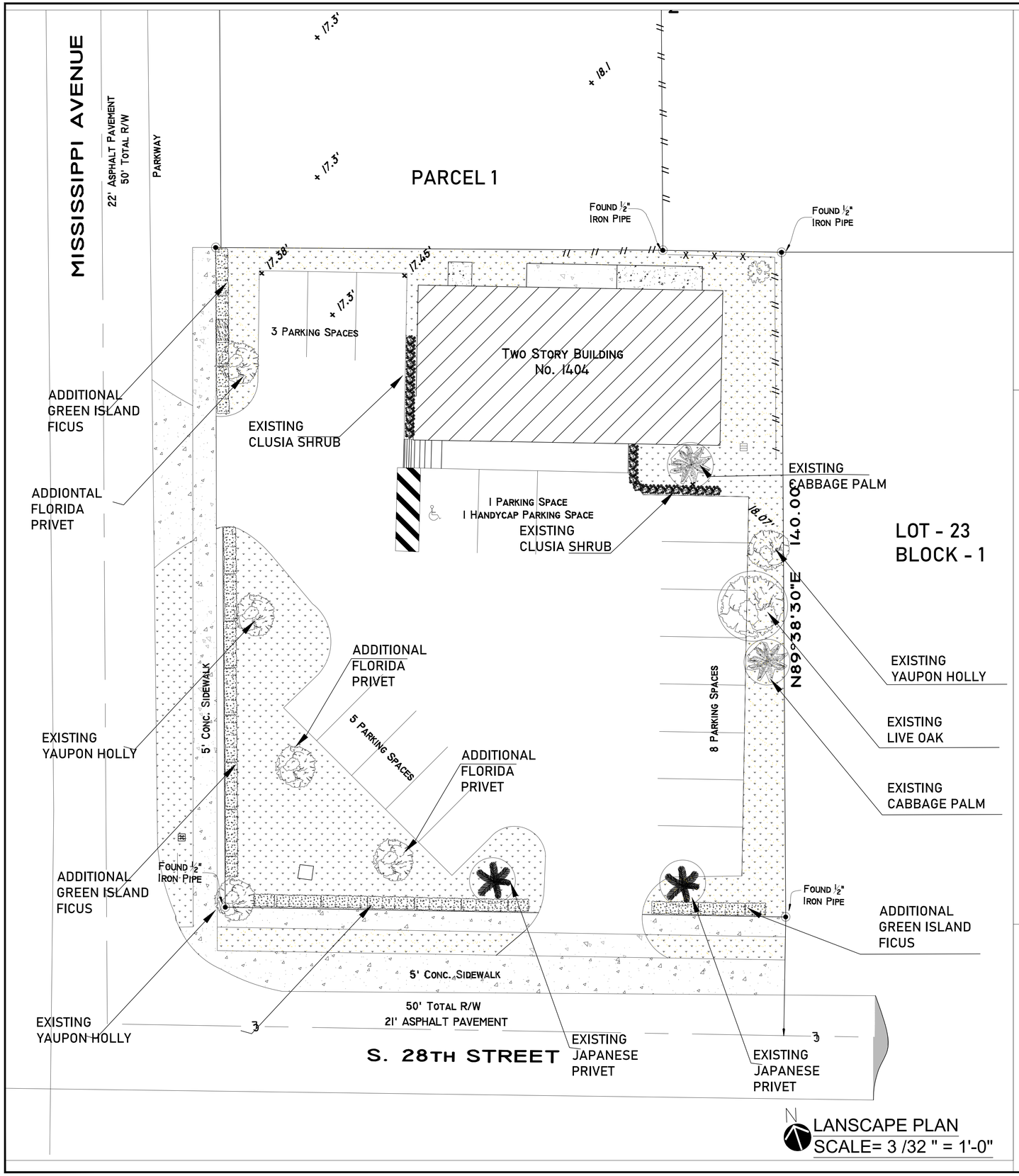
—//—//—	WOOD FENCE
—x—x—	WIRE FENCE
F.N.	FOUND NAIL
•	PROPERTY CORNER
M	FIELD MEASURED
C	CALCULATED
CL	CLEAR
ENCR	ENCROACHMENT
℄	CENTERLINE
	CONCRETE
ℙ	PROPERTY LINE
D/W	DRIVEWAY
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
R/W	RIGHT OF WAY
N&D	NAIL & DISC
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
FD.	FOUND
P	PLAT
^^^^	ASPHALT
O.H.L.	OVERHEAD UTILITIES
P.P.	UTILITY POLE
TX	TRANSFORMER
CATV	CABLE RISER
W.M.	WATER METER
TEL.	TELEPHONE FACILITIES
	COVERED AREA
B.R.	BEARING REFERENCE
CH	CHORD
R	RADIUS (RADIAL)
N.R.	NON RADIAL
A/C	AIR CONDITIONER
B.M.	BENCH MARK
C.B.	CATCH BASIN
C	CALCULATED
#	NUMBER
CONC.	CONCRETE
&	AND
E.O.W.	EDGE OF WATER
F.H.	FIRE HYDRANT
C.L.F.	CHAIN LINK FENCE
Δ	CENTRAL ANGLE/DELTA
D.B.	DEED BOOK
D	DESCRIPTION OR DEED
D.H.	DRILL HOLE
ESMT.	EASEMENT
EL.	ELEVATION
F.F.	FINISHED FLOOR ELEVATION
F.C.M.	FOUND CONCRETE MONUMENT
F.M.N.	FOUND "MAG" NAIL
F.P.K.	FOUND PARKER-KALON NAIL
L.	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
M.H.	MANHOLE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
PVMT.	PAVEMENT
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.L.	POINT ON LINE
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.T.	POINT OF TANGENCY
R.O.E.	ROOF OVERHANG EASEMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
S.I.R.	SET IRON ROD & CAP
S.P.K.	SET PARKER-KALON NAIL
S/W	SIDEWALK
T.B.M.	TEMPORARY BENCH MARK
T.O.B.	TOP OF BANK
TYP.	TYPICAL
W.C.	WITNESS CORNER
S.S.	SHIP SPIKE
W.F.	WOOD FENCE
W.	WASHER
10.50	EXISTING ELEVATION

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
3) WALL TIES ARE TO THE FACE OF THE WALL.
4) NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
7) PROPERTY LINE DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
8) FENCE OWNERSHIP NOT DETERMINED.
9) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929.
10) BEARINGS REFERENCED TO LINE NOTED AS B.R.
11) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
12) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.

Survey: W-82387 **PAGE 1 OF 2 PAGES**

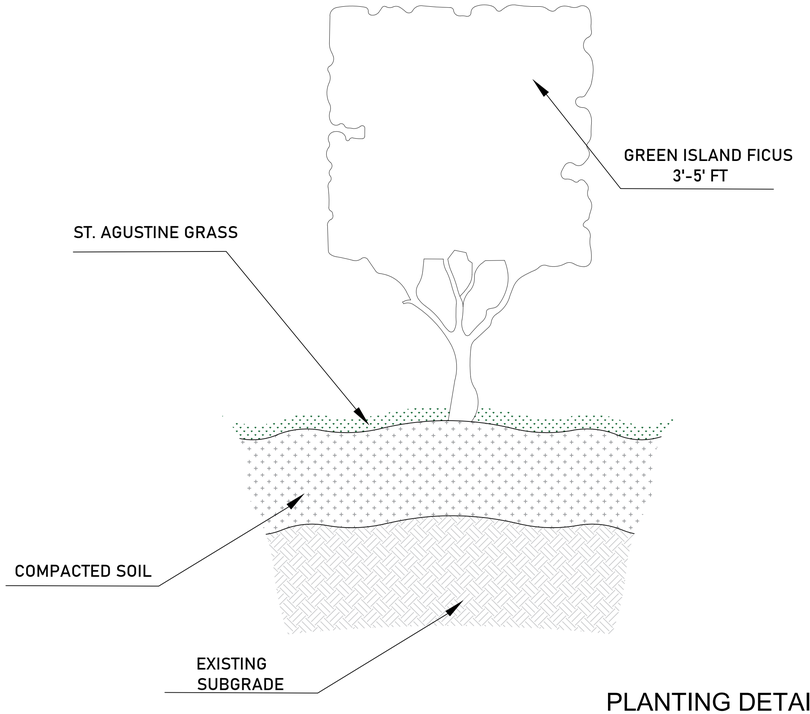
SERVING
MOST FLORIDA COUNTIES
TARGET SURVEYING, INC.
LB #6135
2500 METROCENTRE BOULEVARD SUITE 8
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576
STATEWIDE NUMBERS
PHONE (800) 226-4807
FACSIMILE (800) 741-0576



LANSCAPE PLAN
SCALE= 3 /32 " = 1'-0"

LANDSCAPE MATERIAL SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	NATIVE YES	NATIVE NO	STATUS	HGT
	20	CLUSIA ROSEA	PITCH APPLE	x		EXISTING	2.5'-5'
	3	ILEX VOMITORIA	YAUPON HOLLY	x		EXISTING	5'-8'
	1	QUERCUS ILEX	LIVE OAK	x		EXISTING	12'
	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET		x	EXISTING	8'-12'
	2	SABAL PALMETTO	CABBAGE PALM	x		EXISTING	15'
	3	FORESTIERA SEGREGATA	FLORIDA PRIVET	x		NEW	10'-15'
	190 Ft	FICUS MICROCARPA	GREEN ISLAND FICUS		x	NEW	3-5'
		STENOTAPHRUM SECUNDATUM	ST. AGUSTINE	x		EXISTING	



PLANTING DETAIL

LOCATION MAP

American Care

PROJECT:
ASPATRIA
FORT PIERCE

ADDRESS:
1404 SOUTH
28th ST.
FORT PIERCE, FL.

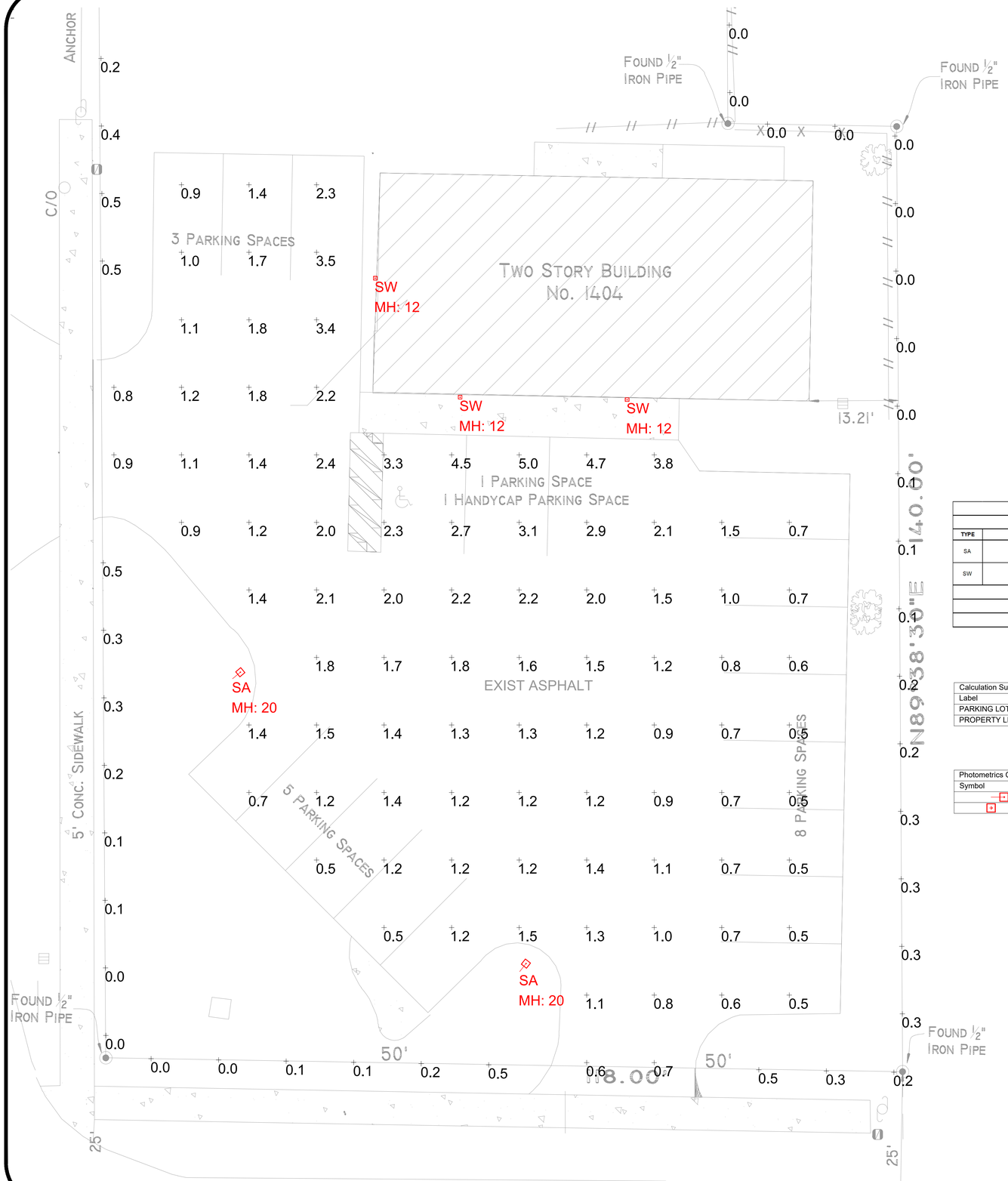
AREAS	SQFT
GROUND FLOOR	4,044.00 SQFT

REVISIONS
- 01.08.25 1ST ISSUE
- 04.15.25 1ST MOD
- 04.21.25 2ND MOD

PROJECT NO: 00-1
DATE: APRIL 2025
SCALE: AS SHOWN
DRAWN: G.R.

SHEET TITTLE:
LANDSCAPE

SHEET:
LANS-1.0



AMERICAN CARE MEDICAL CENTER

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMP COLOR/TYPE	LUMENS	WATTS	DRIVER	MOUNTING	REMARKS
SA	SITE LUMINAIRE	MCGRAW-EDISON	GALN-SB1A-740-U-T4W-FINISH / MA1036-XX	UNV	LED-4000K	4738	31W	0-10V	20' POLE	NOTE 1
SW	WALL PACK	MCGRAW-EDISON	GWC-SA1A-740-U-T4FT-FINISH	UNV	LED-4000K	5008	34W	0-10V	WALL	

FIXTURE SCHEDULE NOTES

NOTE 1: FIXTURE MOUNTED ON 20' VALMONT DIRECT BURIAL POLE MODEL # 1908-30504TE - COOPER FINISH

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT SERGEI AT LIGHTING DYNAMICS:**"SBASOV@LIGHTINGDYNAMICS.COM" <SBASOV@LIGHTINGDYNAMICS.COM>**

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.52	5.0	0.5	3.04	10.00
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.

Photometrics Calculation Software Generated Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Arr. Lum. Lumens	Arr. Watts
	2	SA	Single	0.900	4738	30.9	4738	30.9
	3	SW	Single	0.900	5008	34	5008	34

LIGHTING DYNAMICS INCORPORATED

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

No.	Revision/Issue	Date
1	PHOTOMETRIC STUDY	05/01/25

LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address

AMERICAN CARE MEDICAL CENTER
Lighting Study - Site
Fort Pierce, FL

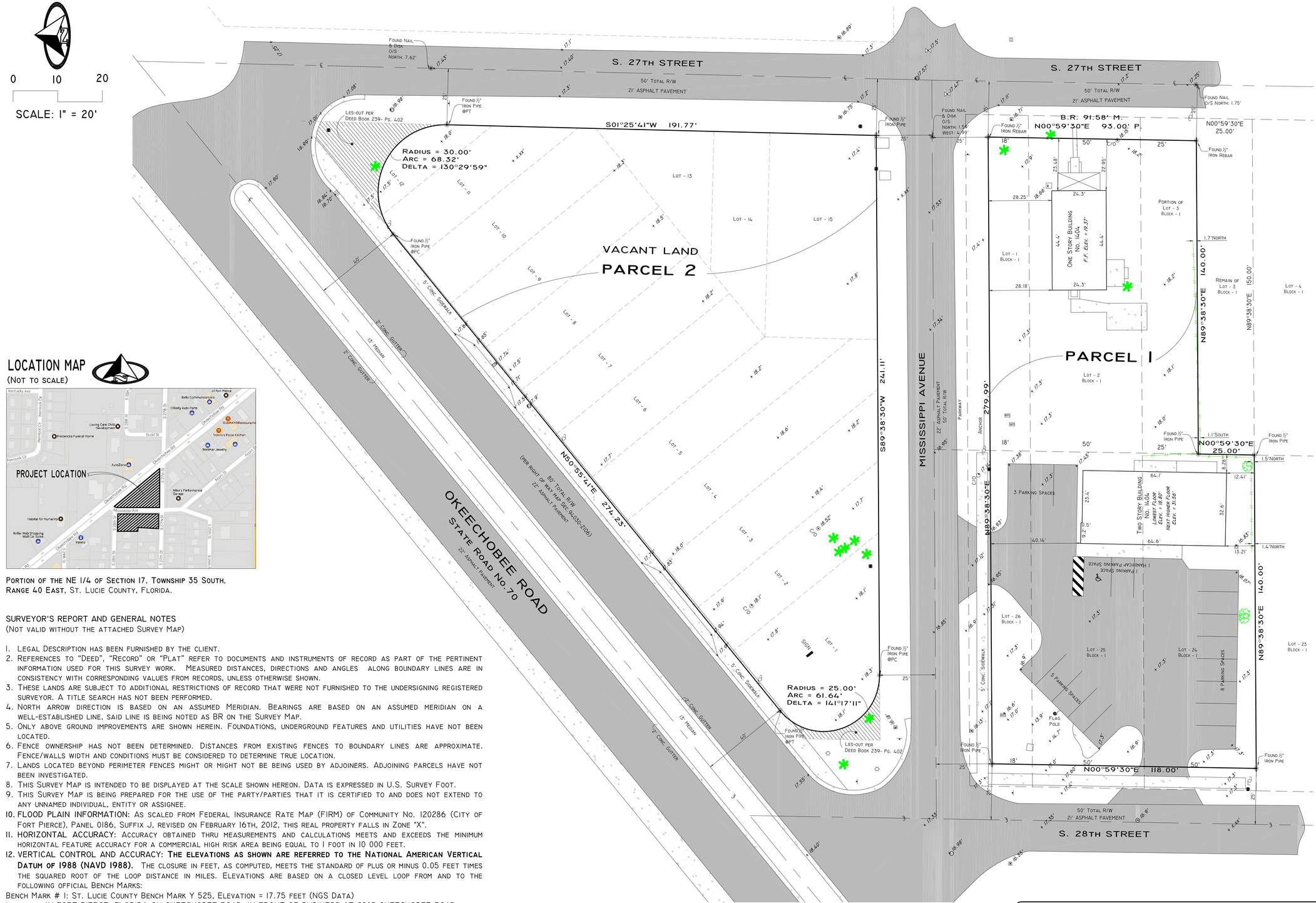
FILE P:\PROJECTS\2025\APR
CLIENT

Project	American Care	Sheet L0
Date	05/01/2025	
Scale	1/8" = 1'	DRAWN BY VR

PROJECT NO. 17156

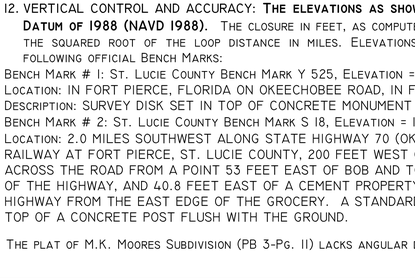
0 10 20

SCALE: 1" = 20'



LOCATION MAP

(NOT TO SCALE)



PORTION OF THE NE 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S REPORT AND GENERAL NOTES

(NOT VALID WITHOUT THE ATTACHED SURVEY MAP)

1. LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT.
2. REFERENCES TO "DEED", "RECORD" OR "PLAT" REFER TO DOCUMENTS AND INSTRUMENTS OF RECORD AS PART OF THE PERTINENT INFORMATION USED FOR THIS SURVEY WORK. MEASURED DISTANCES, DIRECTIONS AND ANGLES ALONG BOUNDARY LINES ARE IN CONSISTENCY WITH CORRESPONDING VALUES FROM RECORDS, UNLESS OTHERWISE SHOWN.
3. THESE LANDS ARE SUBJECT TO ADDITIONAL RESTRICTIONS OF RECORD THAT WERE NOT FURNISHED TO THE UNDERSIGNING REGISTERED SURVEYOR. A TITLE SEARCH HAS NOT BEEN PERFORMED.
4. NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN ON A WELL-ESTABLISHED LINE, SAID LINE IS BEING NOTED AS BR ON THE SURVEY MAP.
5. ONLY ABOVE GROUND IMPROVEMENTS ARE SHOWN HEREIN. FOUNDATIONS, UNDERGROUND FEATURES AND UTILITIES HAVE NOT BEEN LOCATED.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. DISTANCES FROM EXISTING FENCES TO BOUNDARY LINES ARE APPROXIMATE. FENCE/WALLS WIDTH AND CONDITIONS MUST BE CONSIDERED TO DETERMINE TRUE LOCATION.
7. LANDS LOCATED BEYOND PERIMETER FENCES MIGHT OR MIGHT NOT BE BEING USED BY ADJOINERS. ADJOINING PARCELS HAVE NOT BEEN INVESTIGATED.
8. THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN HEREON. DATA IS EXPRESSED IN U.S. SURVEY FOOT.
9. THIS SURVEY MAP IS BEING PREPARED FOR THE USE OF THE PARTY/PARTIES THAT IT IS CERTIFIED TO AND DOES NOT EXTEND TO ANY UNNAMED INDIVIDUAL, ENTITY OR ASSIGNEE.
10. **FLOOD PLAIN INFORMATION:** AS SCALED FROM FEDERAL INSURANCE RATE MAP (FIRM) OF COMMUNITY NO. 120286 (CITY OF FORT PIERCE), PANEL 0186, SUFFIX J, REVISED ON FEBRUARY 16TH, 2012, THIS REAL PROPERTY FALLS IN ZONE "X".
11. **HORIZONTAL ACCURACY:** ACCURACY OBTAINED THRU MEASUREMENTS AND CALCULATIONS MEETS AND EXCEEDS THE MINIMUM HORIZONTAL FEATURE ACCURACY FOR A COMMERCIAL HIGH RISK AREA BEING EQUAL TO 1 FOOT IN 10 000 FEET.
12. **VERTICAL CONTROL AND ACCURACY: THE ELEVATIONS AS SHOWN ARE REFERRED TO THE NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).** THE CLOSURE IN FEET, AS COMPUTED, MEETS THE STANDARD OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARED ROOT OF THE LOOP DISTANCE IN MILES. ELEVATIONS ARE BASED ON A CLOSED LEVEL LOOP FROM AND TO THE FOLLOWING OFFICIAL BENCH MARKS:

BENCH MARK # 1: ST. LUCIE COUNTY BENCH MARK Y 525. ELEVATION = 17.75 FEET (NGS DATA)
LOCATION: IN FORT PIERCE, FLORIDA ON OKEECHOBEE ROAD, IN FRONT OF BUSINESS AT 2807 OKEECHOBEE ROAD
DESCRIPTION: SURVEY DISK SET IN TOP OF CONCRETE MONUMENT
BENCH MARK # 2: ST. LUCIE COUNTY BENCH MARK S 18, ELEVATION = 17.90 FEET (NGS DATA)
LOCATION: 2.0 MILES SOUTHWEST ALONG STATE HIGHWAY 70 (OKEECHOBEE ROAD) FROM THE FLORIDA EAST COAST RAILWAY AT FORT PIERCE, ST. LUCIE COUNTY, 200 FEET WEST OF THE INTERSECTION OF TWENTY-NINTH STREET, ACROSS THE ROAD FROM A POINT 53 FEET EAST OF BOB AND TODS MARKET, 32.3 FEET NORTH OF THE CENTER LINE OF THE HIGHWAY, AND 40.8 FEET EAST OF A CEMENT PROPERTY-CORNER POST WHICH IS DIRECTLY ACROSS THE HIGHWAY FROM THE EAST EDGE OF THE GROCERY. A STANDARD DISK, STAMPED 19.232 S 18 1933 AND SET IN THE TOP OF A CONCRETE POST FLUSH WITH THE GROUND.

THE PLAT OF M.K. MOORES SUBDIVISION (PB 3-PG. 11) LACKS ANGULAR DATA: SURVEY IS BASED ON FIELD OCCUPATIONS AND FINDINGS.

LEGEND & ABBREVIATIONS

- = CONCRETE (CONC.)
- = CONCRETE BLOCK WALL
- = WOOD DECK
- = COVERED AREA
- = ASPHALT
- = TILE
- = PAVERS
- = STONE
- = CHAIN LINK FENCE (CLF)
- = WOOD FENCE (WF)
- = IRON METAL BARS FENCE (IF)
- = OVERHEAD WIRES
- = WATER VALVE (WV)
- = POWER POLE (PP)
- = GUY ANCHOR
- = WATER METER (WM)
- = CONC. LIGHT POLE (LP)
- = WELL
- = STREET SIGN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = MANHOLE
- = FIRE HYDRANT
- = CABLE BOX (CATV)
- = FPL TRANSFORMER
- = CATCH BASIN OR INLET
- = EXISTING ELEVATION
- = PERMANENT REFERENCE MONUMENT (PRM)
- = PROPERTY CORNER
- = PERMANENT CONTROL POINT (PCP)

PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PRC = POINT OF REVERSE CURVE
BM = BENCH MARK
BR = BEARING REFERENCE
TBM = TEMPORARY BENCH MARK
℄ = PROPERTY LINE
℄ = CENTER LINE
M = MONUMENT LINE
CALC = CALCULATED
MEAS = FIELD MEASURED
P = PER PLAT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
A/C = AIR CONDITIONER PAD
ENCR = ENCROACHEMENT
FF ELEV = FINISHED FLOOR ELEVATION
PB = PLAT BOOK
ORB = OFFICIAL RECORD BOOK
CBS = CONCRETE BLOCK STRUCTURE
R/W = RIGHT OF WAY
ELEV = ELEVATION
SEC = SECTION
T = TOWNSHIP
R = RANGE

LEGAL DESCRIPTION: LOTS 1, 2 AND THE NORTH 25 FEET OF LOT 3, BLOCK 1, LESS NORTH 10 FEET OF LOT 1 AS IN OR 328-441 AND LESS THE EAST 10 FEET AS IN OR 334-1888 OF M.K. MOORE'S SUBDIVISION, IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND LOTS 24, 25 AND 26, BLOCK 1, LESS WEST 10 FEET AS IN OR 305-1337 AND LESS THE NORTH 10 FEET OF LOT 26 AS IN OR 305-1339 OF M.K. MOORE'S SUBDIVISION, IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST,ACCORDING TO THE MAP THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 11 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LOTS 1, 11 AND 12, LESS ROAD RIGHT OF WAY CONVEYED TO THE STATE OF FLORIDA IN DEED BOOK 239, PAGE 402, AND ALL OF LOTS 2 THROUGH 10 AND LOTS 13 THROUGH 15 OF SUNRISE PARK ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 30, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ADDITIONS AND DELETIONS TO THIS SURVEY MAP ARE PROHIBITED. THIS SURVEY MAP AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR WITHOUT THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF THE UNDERSIGNING FLORIDA LICENSED SURVEYOR AND MAPPER.

BELLO & BELLO LAND SURVEYING
12230 SW 131 AVENUE • SUITE 201 • MIAMI FL 33186
LB#7262 • PHONE: 305.251.9606 • FAX: 305.251.6057
E-MAIL: INFO@BELLOLAND.COM • WWW.BELLOLANDSURVEYING.COM

MAP OF BOUNDARY SURVEY

PROPERTY ADDRESS:
1404 SOUTH 28TH STREET - 2739 OKEECHOBEE,
FORT PIERCE, FLORIDA 34947

ASPATRIA INSTITUTE

EMPOWERING YOU FOR A FULFILLING CAREER

Organizational Structure

Aspatria Institute, Inc., is a Florida Corporation doing business in the State of Florida. Aspatria Institute is licensed by the Commission for Independent Education, Florida Department of Education.

Our Mission Statement

We're dedicated to providing an education that leads to meaningful employment and opportunities. We support individuals in local communities by inviting students to participate in an online experience that provides intellectual challenge, academic enrichment, and career development, coupled with an onsite work environment learning experience.

Programs Offered

Schedules

Day Shift → 8:00am – 1:00pm (Monday – Friday)

Evening Shift → 6:00pm – 10:00pm (Monday – Friday)

Externship Site Schedule – 8:00am – 7:00pm (Monday – Saturday)

Diploma Programs
Method of Delivery: Hybrid

Medical Assistant:
Timeframe: 1300 Clock hours

Home Health Aide:
Timeframe: 165 Clock hours

Phlebotomy:
Timeframe: 165 Clock hours

Associate of Science
Method of Delivery: Online & Hybrid

Medical Assistant:
Timeframe: 71 credits

Business Administration:
Timeframe: 60 credits

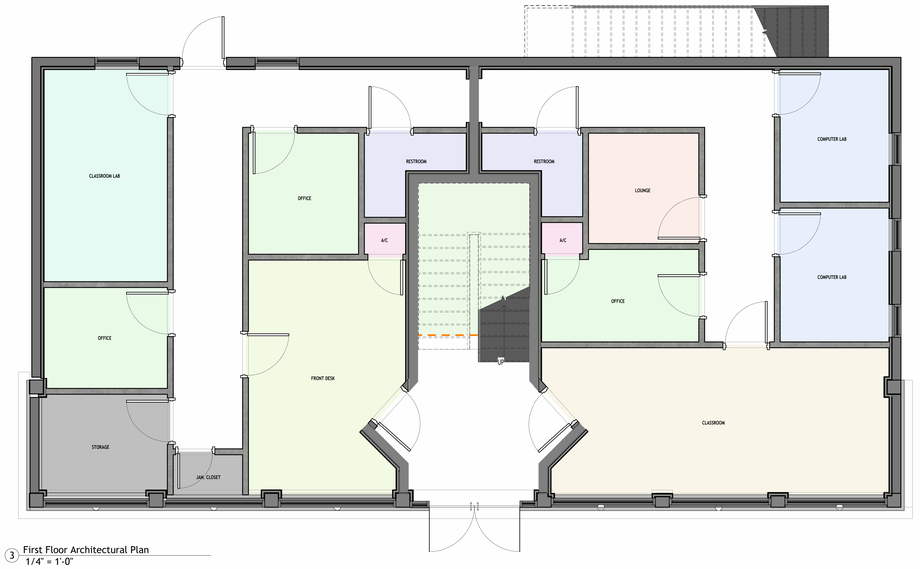
Health Service Management:
Timeframe: 60 credits

Business Administration:
Timeframe: 60 credits

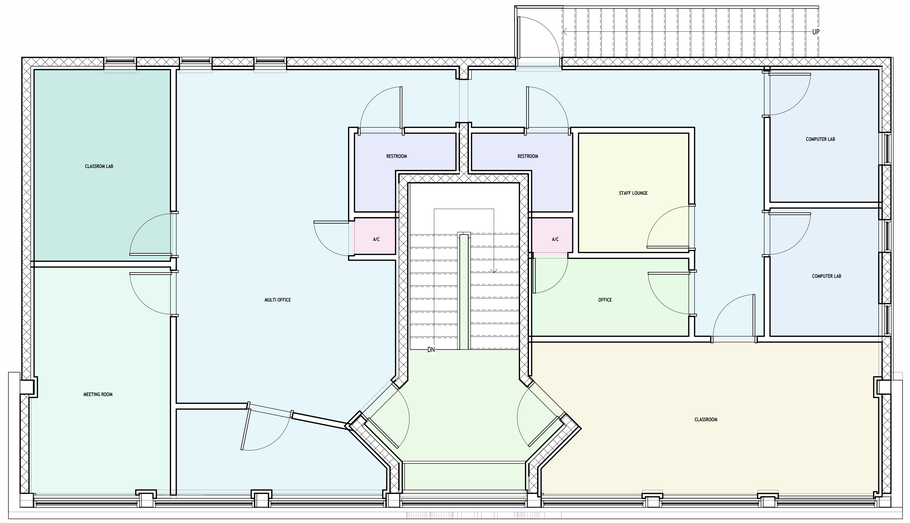
Limited Enrollments (20) Per Quarter

2 SOUTH EAST VIEW
12" = 1'-0"

1 SOUTH WEST VIEW
12" = 1'-0"



3 First Floor Architectural Plan
1/4" = 1'-0"



4 Second Floor Architectural Plan
1/4" = 1'-0"

ASPATRIA INSTITUTE
EMPOWERING YOU FOR A FULFILLING CAREER

www.aspatriainstitute.com

We understand that a traditional four-year college isn't the right route for everyone, but Aspatria Institute is an excellent choice to get you on the path towards a fulfilling career. We know that life doesn't stop when you're learning. That's why we've created a curriculum that helps you maintain a balance between your education and everything else you have going on. Our hybrid programs combine in-person learning with online classes, giving our students balance and variety throughout their semesters. In addition, we offer externship opportunities that provide hands-on experience at an established medical practice.

One thing to know about Aspatria Institute: we are here to help you succeed and achieve your goals. Let us invest in you and our community's future. Enroll today, and take the first step towards your new career.

We provide opportunities and support for individuals in our local community as they develop skills towards a new career.

ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LOCAL FLORIDA BUILDING CODE 2023 8TH ED. AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES

FORT PIERCE LOCATION
4,044.00 SQFT

FORT PIERCE ASPATRIA

PRESENTATION

Project Number	01
Date	JULY 2025
Drawn By	GR
Checked By	FORT PIERCE CITY
Scale	As indicated

PRES-VIEW

7/7/2025 5:08:03 PM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Gildardo Rodelo
American Care
1120 Carlton Ave.
Lake Wales, FL 33853

Subject: Conditional Use (PZCON2025-00003)
Aspatria Institute – 1404 S. 28th Street
Technical Review Committee comments **for April 17, 2025, TRC Meeting**

City of Fort Pierce Planning Department

Application **requires resubmittal** for the following reasons:

1. Landscaping should be increased and reflected on the site plan.
    a. At least two (2) additional trees should be planted on property
    b. Additional shrubs and hedges along Mississippi Ave and 28th Street sidewalks
2. Footcandle should be installed in front of the sectioned parking spaces to increase illumination for safety

Advisory Comments

3. Sign permits will be required and are filed separately during the permitting process

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 4/17/25
Property Address: PZCON2025-00003 – Cond. Use with no Construction – Aspatria College- 1404 S 28th St.

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: 4/15/25

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
Aspatria College – 1404 S 28th Street
PZCON2025-00003

Date : April 7, 2025

This is to advise you that we have completed the review of the following documents as received by this office on April 4, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☒ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ 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\A\Aspatria College\CU 04072025\CU Comments 04072025.docx

Engineering Comments:

The Boundary Survey does not appear to show the entire property. Please update the survey to include the building shown on Sheet A-0.0.

Technical Review Committee meeting

April 17, 2025

Case #: PZCON2025-00003

Planner: City of Ft. Pierce Planning Department.

Conditional Use, no new construction.

1408 South 28th Street, Ft. Pierce (Aspatria College).

Comments:

Please ensure the illumination of the parking area of the proposed educational facility meets or exceeds the requirements standards set forth by City of Fort Pierce Code.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

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: PZCON2025-00003
Conditional Use with No New Construction - Aspatria College - 1404 S. 28th Street

W/WW Engineering: Approved as noted,

This location currently has FPUA services, if additional capacity is required to facilitate improvements, please contact the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**. Please provide electric information.

New pad mount transformer lead time is up to 52 weeks.

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: FPUAnet **Approves.** Fiber Internet Service **– Available.**
Contact Eric Peters at (772) 468-1697 or peters@fpua.com for **Fiber Internet** requirements.

Developer Letter.pdf

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I'm reaching out on behalf of **FPUAnet**, the City of Fort Pierce's municipal fiber internet provider, to introduce how we can support your next development project with fast, reliable, and cost-effective connectivity built for long-term growth.

Here's why developers like you choose **FPUAnet**:

• **Scalable Fiber Infrastructure**
Our fiber network is designed to evolve with the needs of Fort Pierce, ensuring your properties have the bandwidth to support future technologies, smart building systems, and high-demand applications.

• **Gigabit Speeds at Every Site**
Whether it's residential, commercial, or mixed-use, we deliver **consistent gigabit speeds** across our service area—ensuring your tenants and buyers enjoy fast, seamless internet.

• **Community-Wide Coverage**
We don't just serve high-density areas—we extend fiber access to underserved neighborhoods, helping developers meet connectivity requirements across all project types and locations.

• **Cost-Effective & Developer-Friendly**
With **competitive pricing** and a **community-first model**, FPUAnet offers lower rates than private ISPs—helping keep your project costs in check, with no hidden fees or profit-driven markups.

On top of that, **our dedicated local support team is available 24/7**, giving you and your buyers reliable access to real people who know the area and the network inside and out.

I'd love to discuss how we can help meet your project's specific connectivity needs. Please feel free to reach me directly at **peters@fpua.com** or **772-468-1697**.

Looking forward to partnering with you.

Best regards,
Eric Peters
On behalf of FPUAnet

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 1404 S. 28th Street PZCON2025-00003

REVIEW DATE: 4/7/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: __X_____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan if applicable (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **The Fire District reserves the right for future comments at the site plan & building construction phase.**
6. **Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the *Florida Fire Prevention Code.*

Autozone Inc
#1238 Dept 8088
PO Box 2198
Memphis, TN 38101-2198

H & N 402 SW Friar Street LLC
7892 Saddlebrook DR
Port St Lucie, FL 34986-3100

H And N 402 SW Friar Street LLC
7892 Saddlebrook Dr
Port St Lucie, FL 34986

H & N 402 SW Friar Street LLC
7892 Saddlebrook DR
Port St Lucie, FL 34986-3100

TMT ENTERPRISES LLC
811 S 7th ST
Fort Pierce, FL 34950-9316

Maria Campos
2608 S 16th St
Fort Pierce, FL 34982

Royal Rentals LLC
3191 NW 114th TER
Coral Springs, FL 33065-3113

Wendy R Lounds
2700 N Highway A1A AVE, Unit A
Hutchinson Island, FL 34949-1580

Martin Reyes
2608 Ohio Ave
Fort Pierce, FL 34947-4731

Green River Builders & Investme
515 Hartman RD
Fort Pierce, FL 34947-3403

PRD Owner LLC
11995 El Camino Real
San Diego, CA 92130-2539

H And N 402 SW Friar Street LLC
7892 Saddlebrook Dr
Port St Lucie, FL 34986

James Hart Jr and Rebecca Hart
4000 Delaware AVE
Fort Pierce, FL 34947-6119

Alma Rosa Barajas (TR)
1010 S 9th ST
Fort Pierce, FL 34950-9328

MPG Enterprises LLC
PO Box 14949
Fort Pierce, FL 34979-4949

MPG Enterprises LLC
PO Box 14949
Fort Pierce, FL 34979-4949

Rosa Barajas Interpreting Inc
1010 S 9th ST
Fort Pierce, FL 34950-9328

H AND N 645 Prima Vista LLC
7892 Saddlebrook DR
Port St Lucie, FL 34986-3100

Richard Renner
230 Chimney RD
Watertown, CT 06795-1622

TMT ENTERPRISES LLC
811 S 7th ST
Fort Pierce, FL 34950-9316

YOUTH & FAMILY BEHAVIORAL
1211 S 25th St
Fort Pierce, FL 34947

St Lucie Habitat for Humanity Inc
702 S 6th ST
Fort Pierce, FL 34950-8342

ID 2911 LLC
18651 SW 39th ST
Miramar, FL 33029-2703

Mary S Logsdon and Tommy S L
1207 S 28th ST
Fort Pierce, FL 34947-6921

TAYLORMADE HOLDING LLC
10930 Myrtlewood LN
Port St Lucie, FL 34986-3104

Fort Pierce Real Estate Properties
12171 SW 268th ST
Homestead, FL 33032-8001

William Petit
PO Box 13504
Fort Pierce, FL 34979-3504

Jose Luna and Amparo Luna
1411 S 27th ST
Fort Pierce, FL 34947-4722

Lucia Cendejas and Jose Albert C
1413 S 27th ST
Fort Pierce, FL 34947-4722

Wilson T Cruz and Andreia A Cruz
1501 S 27th ST
Fort Pierce, FL 34947-5701

Daniel Torres and Laura Lizbeth V
1507 S 27th ST
Fort Pierce, FL 34947-5701

Erika Chavez Garcia
1511 S 27th ST
Fort Pierce, FL 34947-5701

Maria Guadalupe Montiel Sanch
2706 Ohio AVE
Fort Pierce, FL 34947-4764

Jose Garcia
117 Hartman RD
Fort Pierce, FL 34947-3401

Daniel Bautista and Juana Bautis
1607 S 28th ST
Fort Pierce, FL 34947-6942

Gertrude Romain
1504 S 28th St
Fort Pierce, FL 34947

Adrianna Collins (EST)
1416 S 28th St
Fort Pierce, FL 34950-4429

Shirley Miller
1414 S 28th ST
Fort Pierce, FL 34947-6939

Amanda Bowen
1412 S 28th St
Fort Pierce, FL 34947-6939

Fort Pierce Real Estate Properties
12171 SW 268th ST
Homestead, FL 33032-8001

Savanna Concierge LLC
105 Orange AVE
Fort Pierce, FL 34950-4346

William Schuck
1413 S 28th ST
Fort Pierce, FL 34947-6940

Noe Bautista
1501 S 28th St
Fort Pierce, FL 34947

Hilda Garcia (LF EST)
1505 S 28th ST
Fort Pierce, FL 34947-6975

Dorothy N Guettler
1511 S 28th St
Fort Pierce, FL 34947

Virginia Leitner
c/o Jesse L Davis
1546 Pulitzer Rd
Fort Pierce, FL 34945-4425

El Brava LLC
4718 Fountains Dr S
Lake Worth, FL 33467

Caraf Land 2829 LLC
7844 NW 178th ST
Hialeah, FL 33015-3649

Savanna Concierge LLC
105 Orange AVE
Fort Pierce, FL 34950-4346

Church of the Nazarene of the N
407 Florida AVE
Fort Pierce, FL 34950-8360

Linda Magana
2607 Mississippi AVE
Fort Pierce, FL 34947-4757

Juana Bautista and Javier H Baut
1404 S 27th St
Fort Pierce, FL 34947

Isidra Basajas
1904 Royal Palm DR
Fort Pierce, FL 34982-5627

Jose F Luna and Amparo Luna
1411 S 27th ST
Fort Pierce, FL 34947-4722

Oeun Jacobson
2103 Sunrise BLVD
Fort Pierce, FL 34950-5333

Bonnie L Starling (TR)
3322 Sunrise Blvd
Fort Pierce, FL 34982-6564

Thomas J Douglas Jr and Becky
1407 S 26th St
Fort Pierce, FL 34947-4714

Raymond Angel Galdames and S
1409 S 26th ST
Fort Pierce, FL 34947-4714

Luis Eduardo Medina and Giselle I
1411 S 26th ST
Fort Pierce, FL 34947-4714

Alvaro Campuzano and Guadalu
1501 S 26th ST
Fort Pierce, FL 34947-4749

T Kayne LLC
2521 N Indian River DR
Fort Pierce, FL 34946-1806

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Conditional Use No New Construction – PZCON2025-00003** **1404 S 28th Street**
TRC MEETING DATE:	April 17, 2025
Resubmittal Date:	May 27, 2025

Resubmittal for (Conditional Use No New Construction) 1404 S 28th St.

The above referenced project is being resubmitted for a second review and comments. The applicant is requesting a Conditional Use with no new construction for a property address, 1404 S. 28th St.

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

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
Aspatria College – 1404 S 28th Street
PZCON2025-00003

Date : May 27, 2025

This is to advise you that we have completed the review of the following documents as received by this office on May 27, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☒ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ 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\A\Aspatria College\CU Resubmittal 05272025\CU Comments 05272025.docx

Engineering Comments:

As previously noted, the Boundary Survey does not appear to show the entire property.

The Boundary Survey from Target Surveying does not show the entire property as shown on the Property Appraiser website (attached), and what was shown on Sheet A-0.0 of the plans submitted in April.

While there may be no work proposed for this area, the survey as provided is incomplete.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 1404 S. 28th Street PZCON2025-00003

REVIEW DATE: 4/7/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: __X_____

Site Plan Requires Re-submittal: _____

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 5/30/2025**

2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 6/9/2025**

3. ~~**Please provide an electronic revised copy of the site plan if applicable (pdf format).**~~ **Received 6/10/2025**

4. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~

5. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~

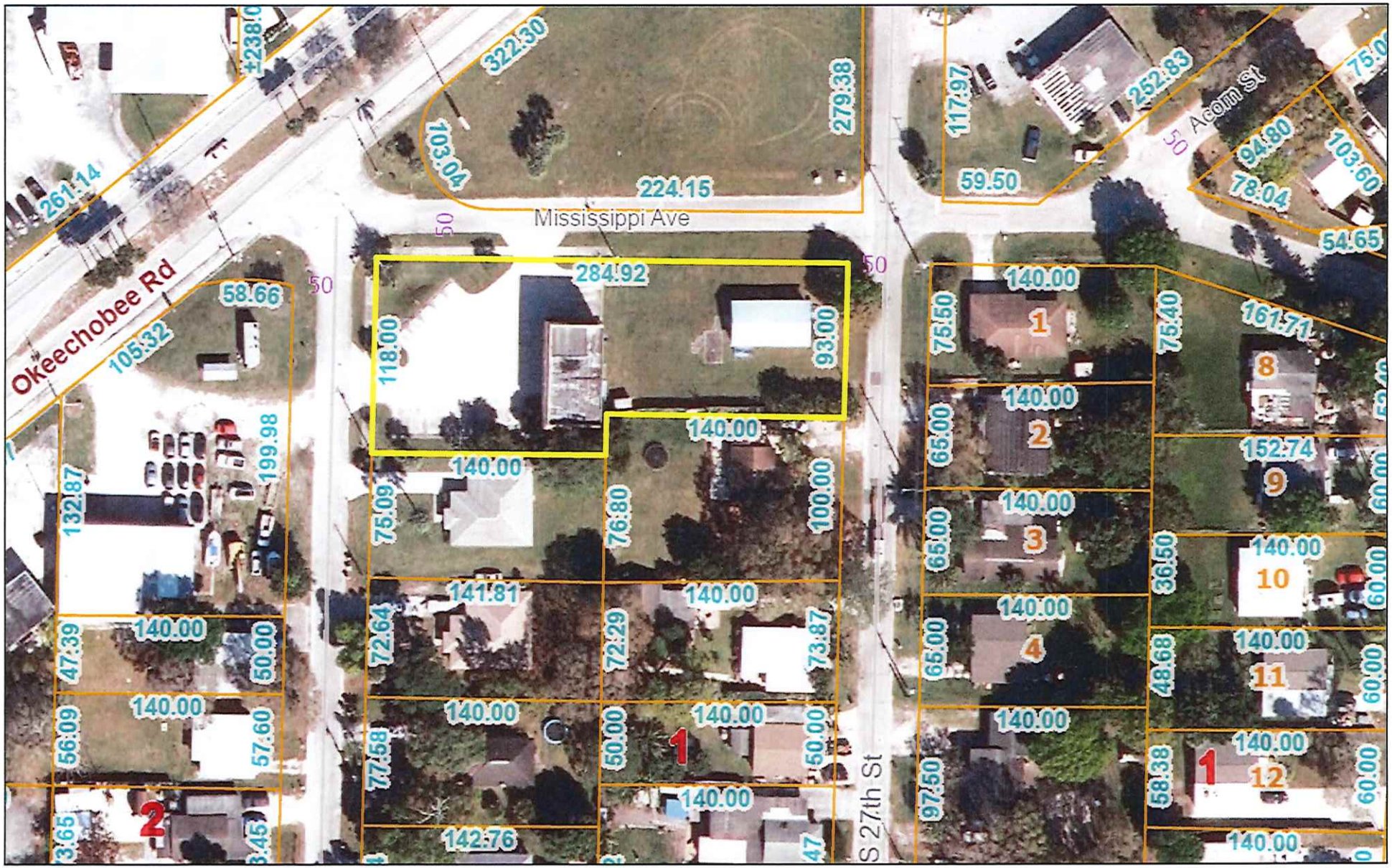
_____

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review. The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the *Florida Fire Prevention Code*.**~~

Saint Lucie County Property Appraiser



4/7/2025

Search Results

Comparable Search

1:1,128

0 45 90 180 ft

0 12.5 25 50 m

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
Aspatria College – 1404 S 28th Street
PZCON2025-00003

Date : June 25, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 18, 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 Approval

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\A\Aspatria College\CU Submittal 06182025\CU Comments 06252025.docx

American Care
Medical Centers

1404

PUBLIC HEARING

A CONDITIONAL USE application has been received for this property.

For more information:
(772) 467-3737

FORT PIERCE, FL
THE SUNRISE CITY

PUBLIC HEARING

A CONDITIONAL USE application has been received for this property.

For more information:
(772) 467-3737

Planning Board - 4:00 PM **6. e.**

Meeting Date: 07/14/2025

Re: Discussion & Deliberation - Ashley Capital Annexation

Submitted For: Kev Freeman, Planning Director, Planning Department

---

Information

SUBJECT:

PZANN2025-00003
Proposed Annexation Agreement Discussion - Ashley Capital
Several parcels, including 2314-801-0006-000-1
North of Pruitt Research Road and West of Kings Highway

SUMMARY:

A proposed annexation agreement with the City - A proposed development reviewed and approved in the County to be annexed into the City.

Ashley Capital intends to obtain County approval of a master site plan for an industrial and commercial development on the 89-acre property it is purchasing from the County, and on an adjacent 60-acres, which it already owns. Ashley Capital hopes to avoid delays in the development of the project, which could result if parts of the project are annexed into the City before construction is completed. In that scenario, Ashley Capital would have to obtain building permits from the City for the parts of the project that are annexed, and building permits from the County for the parts that are not annexed. The County and the City have different code requirements, so aspects of the County-approved master plan may not comply with City code. Therefore, Ashley Capital could be required to apply to the City for amendments to the annexed portions of the master plan in order to pull City building permits. To avoid this scenario, and to avoid the resulting delay and expense, Ashley Capital is requesting to enter into an Annexation Agreement with the City, setting forth the mutual understanding that, as construction of each phase of the project is completed, and certificates of occupancy are issued for each phase, the completed phases will be annexed into the City.

RECOMMENDATION:

Planning Board to Discuss and provide comment to City Commission.

ALTERNATIVES:

None

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.
Linda Cox, City Clerk.
Sara Hedges, City Attorney.

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Applicant Correspondence
Annexation Agreement
Background
TRC Comment

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/08/2025 11:47 AM

Form Started By: Kev Freeman
Started On: 07/07/2025 10:48 PM
Final Approval Date: 07/08/2025

Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
P.O. Box 2757 (ZIP 34954)
Fort Pierce, FL 34947

(772) 464-7700
(772) 464-7877 Fax
www.deanmead.com

Attorneys and Counselors at Law
Orlando
Fort Pierce
Naples
Viera/Melbourne
Vero Beach

W. LEE DOBBINS
(772)462-6715
LDobbins@deanmead.com

June 30, 2025

VIA EMAIL: lcox@cityoffortpierce.com
Attn: Linda Cox
City Clerk
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Ashley Capital Annexation Agreement - PZANN2025-00003

Dear Ms. Cox:

In response to the feedback received from City staff at our TRC meeting last week, Ashley Capital is submitting the attached revised version of the Annexation Agreement for the proposed Pruitt Commerce Park on King's Highway. For your convenience, we have also included a redline, comparing the revised draft of the agreement against the last version submitted to the City, so that City staff can easily see the revisions.

Thank you, and please let me know if our team can provide you with any additional information.

Best regards,

W. Lee Dobbins

WLD:seh
Attachments

Record and Return To:
This Instrument Prepared By:
Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____, 2025, (the "**Effective Date**") by and between **ASHLEY EQUITIES III, LLC**, a Florida limited liability company ("**Ashley**"), **PCC2023, LLC**, a Florida limited liability company ("**PCC**") (collectively, PCC and Ashley are referred to herein as the "**Ashley Entities**"), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, the City, St. Lucie County, a political subdivision of the State of Florida ("**County**") the Treasure Coast Education, Research and Development Authority, an authority established pursuant to Chapter 159, Florida Statutes (the "**TCERDA**"), and the Fort Pierce Utilities Authority, an authority created and established by the City Commission of the City of Fort Pierce, Florida (the "**FPUA**") have entered into that certain Interlocal Agreement (the "**Original Interlocal Agreement**") dated June 1, 2010, recorded in Official Records Book 3245, Page 1100, as amended by that certain First Amendment to the June 1, 2010 Interlocal Agreement (the "**First Amendment**") dated January 29, 2025 and recorded in Official Records Book 5265, Page 166, all of the Public Records of St. Lucie County, Florida (collectively, the Original Interlocal Agreement and the First Amendment are referred to herein as the "**Interlocal Agreement**"); and

WHEREAS, pursuant to the Interlocal Agreement, the County agreed that it will not object to the City annexing certain property owned by the County (the "**Annexation Area**") and the City agreed that it would not annex such property before the date that is two (2) years after the date of the First Amendment (i.e. not until on or about January 29, 2027); and

WHEREAS, Ashley owns and controls PCC, an entity that currently owns a sixty (60) acre parcel on King's Highway adjacent to the Annexation Area and more particularly described in **Exhibit "A"**, attached hereto and by this reference incorporated herein (the "**PCC Parcel**"); and

WHEREAS, Ashley responded to a County Request For Proposals ("**RFP**") in 2022 for the purchase of certain surplus land from the County for the purpose of developing that land to provide high paying jobs, consistent with the original vision of the TCERDA research park; and

WHEREAS, pursuant to the RFP, Ashley and the County entered into an Option Agreement (the "**Option Agreement**") to purchase approximately eighty-nine (89) acres of land

from the County, more particularly described and depicted in **Exhibit "B"** attached hereto and made a part hereof (the "**County Parcels**"); and

WHEREAS, the County Parcels lie within the Annexation Area, and are subject to the annexation requirements set forth in the Interlocal Agreement; and

WHEREAS, the Ashley Entities intend to obtain County approval of a master development plan for an industrial, commercial and warehouse distribution center on the PCC Parcel and the County Parcels to be developed as one project (the "**Project**"), consistent with the requirements of the Option Agreement (the County Parcels and the PCC Parcel are referred to herein collectively as the "**Property**"); and

WHEREAS, the parties desire to avoid any potential inefficiencies, delays or administrative burden to City staff that could result from the Project receiving part of its land development and/or construction approvals from the County, and additional or duplicative approvals from the City, each of which is subject to different municipal codes and review processes; and

WHEREAS, the parties desire to provide for the efficient permitting, construction and development of the Project in phases (each, a "**Phase**"), and for the annexation of each Phase individually into the City when completed, as further specified herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are hereby affirmed as being true and correct and are incorporated herein by reference.

2. **Approvals to be Obtained for the Property**. The Ashley Entities hereby agree to pursue the following approvals from the County to develop the Property (collectively, the "**Approvals**"):
    i. a master development plan for an industrial, commercial and warehouse distribution center,
    ii. a phasing plan,
    iii. a subdivision plat identifying and creating a separate lot for each Phase,
    iv. a site plan for each phase of development,
    v. construction permits for all infrastructure
    vi. construction permits for all buildings and
    vii. certificates of occupancy upon successful inspection of completed buildings.

3. **County to Provide all Approvals.** The parties agree that to ensure an efficient construction approval process that avoids unnecessary delay to the Project and administrative burden to City staff, the Ashley Entities will obtain the foregoing Approvals from the County, along with any related permits or approvals that may be required to deliver the Project in accordance with the Option Agreement.

4. **Roads and Internal Drive-Aisles**. The Ashley Entities shall design and construct all vehicular drive-aisles within the Property to meet applicable standards set forth in the County approvals. Any improvements to off-site roads will be designed and constructed

in accordance with applicable standards of the governmental jurisdiction governing the road at the time the road is designed.

5. **Timing of Annexation.** The City hereby agrees that with respect to the Property, the City will annex each Phase individually, and only after all construction is completed and all certificates of occupancy are issued for such Phase. The City shall not annex any Phase before the issuance of every certificate of occupancy that may be required for every building contained in such Phase.

6. **Destruction.** After annexation, in the event that all or a portion of any development within the Property should be damaged or destroyed by a storm, fire, or other event, the Ashley Entities or the grantees, successors or assigns of either shall have the right to rebuild and/or repair in compliance with the approved master site plan, final site plan(s), subdivision plat(s), and any related County development orders.

7. **Modification, Amendment, and Release.** This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the Ashley Entities, provided that such modification, amendment, or release has been approved by the Board of City Commissioners after public hearing.

8. **Governing Law**. This Agreement and the construction and enforcement thereof shall be interpreted under the laws of the State of Florida. The parties hereto agree without reservation of any rights under federal or state law, that in any litigation arising under this Agreement, the parties hereto waive the right to trial before a jury and all such litigation shall be litigated only in a non-jury hearing in the State Courts of Florida, St. Lucie County.

9. **Successors and Assigns/ Rights of Assignment to Lender.** This Agreement shall be deemed to be a covenant running with the land and shall be binding upon the heirs, legal representatives, successors and assigns of the Ashley Entities and any person, firm, corporation or entity who or which may become the successor in title to the Property. All rights of the Ashley Entities hereunder may be collaterally assigned to any lender for the Property as security for any loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Ashley Entities hereunder.

10. **Notice**. Any notice required or permitted under this Agreement shall be in writing. Each notice shall be sent by (1) hand delivery, (2) United States certified mail, postage prepaid, return receipt requested, or (3) by overnight courier service (e.g. FedEx, UPS) to the party to be notified. The addresses of the parties are as follows:

THE ASHLEY EQUITIES:

ASHLEY EQUITIES III, LLC
Attention: Jill Marasa
1393 SW Thelma Street
Palm City, FL 34990

With a copy to:

DEAN, MEAD, MINTON & MOORE
Attn: W. Lee Dobbins, Esq.
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

CITY:

City of Fort Pierce
Attn: City Manager
100 N US Hwy 1
Fort Pierce, FL 34950

With a copy to:

City of Fort Pierce
Attn: City Attorney
100 N US Hwy 1
Fort Pierce, FL 34950

Any notice shall be deemed received on the date of actual receipt or refusal. Any party hereto may, from time to time, give to the other party written notice, in the manner provided for herein, of some other address to which communications to such party shall be sent, in which event, notices to such party shall be personally delivered or sent in the manner set forth hereinabove to such address.

11. **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.

12. **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.

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

(SIGNATURE PAGES FOLLOW)

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.

WITNESSES:

ASHLEY

_____
Print Name: _____
Address: _____
_____

ASHLEY EQUITIES III, LLC, a Florida limited liability company

By: _____
Richard Morton, Member

_____, 2025

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2025, by Richard Morton, as Member of ASHLEY EQUITIES III, LLC, a Florida limited liability company, on behalf of said company. Said person is (check one) □ 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, or □ produced other identification, to wit:_____.

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

WITNESSES:

_____
Print Name: _____
Address: _____
_____

_____
Print Name: _____
Address: _____
_____

PCC

PCC2023, LLC, a Florida limited liability company

By: ASHLEY EQUITIES III, LLC, a Florida limited liability company, its sole member

By: _____
Richard Morton, Member

_____, 2025

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2025, by Richard Morton, as Member of ASHLEY EQUITIES III, LLC, a Florida limited liability company, as the sole member of PCC2023, LLC, a Florida limited liability company, on behalf of said company. Said person is (check one) □ 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, or □ produced other identification, to wit: _____.

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

CITY

CITY OF FT. PIERCE

ATTEST: BOARD OF CITY COMMISSIONERS
CITY OF FT. PIERCE, FLORIDA

_____
Linda Hudson, City Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Sara Hedges, City Attorney

Exhibit "A"
Legal Description of PCC Parcel

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 39 EAST, TALLAHASSEE BASE MERIDIAN, AND BEING IN ST. LUCIE COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF SECTION 14, THENCE, BEARING SOUTH 89°33'54" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 108.00 FEET TO A POINT; THENCE, LEAVING SAID NORTH LINE, BEARING SOUTH 00°12'42" EAST, A DISTANCE OF 51.00 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (N.S.L.R.W.C.D.) CANAL No. 46 AND THE WEST RIGHT OF WAY LINE OF N.S.L.R.W.C.D CANAL NO. 40, SAID POINT BEING THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE ALONG SAID WEST RIGHT OF WAY LINE OF CANAL NO. 40, THE FOLLOWING THREE (3) COURSES:

1. BEARING SOUTH 00°12'42" EAST, A DISTANCE OF 1,287.24 FEET TO A POINT;
2. THENCE, BEARING NORTH 89°37'03" EAST, A DISTANCE OF 4.00 FEET TO A POINT;
3. THENCE, BEARING SOUTH 00°12'42" EAST, A DISTANCE OF 799.38 FEET TO A POINT; THENCE, LEAVING SAID WEST RIGHT OF WAY LINE, BEARING SOUTH 89°38'38" WEST, A DISTANCE OF 1,155.50 FEET TO A POINT; THENCE, BEARING NORTH 00°34'58" WEST, A DISTANCE OF 24.64 FEET TO A POINT OF CURVATURE; THENCE, ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1,350.00 FEET, A CENTRAL ANGLE OF 17.'08'46"; WITH A CHORD LENGTH OF 402.49 FEET, AND BEARING NORTH 09°09'21" WEST; THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 404.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,350.00 FEET, A CENTRAL ANGLE OF 12°34'17"; WITH A CHORD LENGTH OF 295.61 FEET, AND BEARING NORTH 11"26.36" WEST; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 296.21 FEET TO A POINT; THENCE, BEARING NORTH 44°35'34" EAST, A DISTANCE OF 43.75 FEET TO A POINT; THENCE, BEARING NORTH 00°32'56" WEST, A DISTANCE OF 110.43 FEET TO A POINT; THENCE, BEARING NORTH 45°24'26" WEST, A DISTANCE OF 50.22 FEET TO A POINT; THENCE, BEARING NORTH 00.34'58" WEST, A DISTANCE OF 1,195.48 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID CANAL No. 46; THENCE, BEARING NORTH 89.33'54" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1,285.01 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Legal Description of County Parcels

Tract #2:
The NE 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, EXCEPTING therefrom rights of way for public roads and drainage canals, said land lying and being in St. Lucie County, Florida. (According to the St. Lucie County Property Appraiser site P.I. 2314-111 -0003-000-2 O.R.B. 1961, Page 2322) Less and excepting therefrom lands conveyed by Official Records Book 5000, Page 845, Public records, St. Lucie County, Florida.
Containing 0.92± acres

Parcel 6:
The NW 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, less the West 10 feet and less the North 53 feet and a parcel of land lying in the NE 1/4 of Section 14, Township 35 South, Range 39 East, described as follows: From the 1/4 corner of the North line of said Section 14, run South 0°43'30" East along the 1/4 line a distance of 53.0 feet to a point on the South right of way line of canal #46 of the North St. Lucie River Drainage District; then run North 89°49'55" East along said right of way line a distance of 10.0 feet to the point of beginning; thence continue North 89"49' 55" East along said right of way line a distance of 70.84 feet; thence run south 10°14'55" West a distance of 366.35 feet to a point on the East right of way line of Coolidge Road, said point being 10 feet perpendicular distance from the 1/4 Section line; thence North 00°43'30" West along said East right of way line a distance of 394.5 feet to the point of beginning, St. Lucie County, Florida.
Containing 40.31± acres

Parcel 7:
The E 1/2 of the SW 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, LESS the North 263 feet of the South 353 feet, AND the SE 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, less road and canal rights-of-way.

AND
NW 1/4 of the SW 1/4 of the NE 1/4 of Section 14, Township 35 South, Range 39 East, LESS the West 10 feet for road right-of-way.

LESS AND EXCEPT:
A parcel of land located in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida; said parcel being more particularly described as follows:
The North 41' feet of the South 90' feet of the Southeast 1/4 of the Northeast 1/4 of said Section 14, Township 35 South, Range 39 East, St. Lucie County Florida, less and except the East 104' feet for canal and road right of way.

AND ALSO LESS AND EXCEPT:
A parcel of land located in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida; said parcel being more particularly described as follows:
Commence at the Southeast corner of the NE 1/4 of Section 14, Township 35 South, Range 39 East; thence S 89°44'25"W along the South line of the Northeast 1/4 a distance of 580.06' feet;

thence N 00°15'54" W a distance of 90.00 feet to the Point of Beginning; thence S 89°44'25' W a distance of 200.00 feet; thence N 00°15'34" W a distance of 315.00 feet; thence N 89°44' 25" E a distance of 200.00' feet; thence S 00"15'34" E a distance of 315.00 feet to the Point of Beginning.

AND ALSO LESS AND EXCEPT:
The North 189.44 feet of the South 542.44 feet of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 lying and being in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida.

ALSO LESS AND EXCEPT property conveyed in Official Record Book 3279, Page 2965, Public Records of St. Lucie County, Florida, more particularly described as follows:
All that certain piece, parcel or tract of land situate, lying and being a portion of Section 14, Township 35 South, Range 39 East, Tallahassee base median, and being in St. Lucie County, Florida. Said lands being more particularly described as follows:
Commencing for reference at the Northeast corner of Section 14, thence, bearing South 89°33'54" West, along the North line of the Northeast quarter of said Section 14, a distance of 108.00 feet to a point; thence, leaving said North line, bearing South 00°12'47" East, a distance of 51.00 feet to a point being the intersection of the South right of way line of the North St. Lucie River water control district (N.S.L.R.W.C.D.) canal no. 46 and the West right of way line of N.S.L.R.W.C.D. Canal No. 40, said point being the point and place of beginning of the herein described parcel;
Thence along said West right of way line of Canal No. 40, the following three (3) courses:
1. bearing South 00°12'42" East, a distance of 1,287.24 feet to a point;
2. thence, bearing North 89°37'07" East, a distance of 4.00 feet to a point:
3. thence, bearing South 00°12'42" East, a distance of 799.38 feet to a point;

Thence, leaving said West right of way line, bearing South 89°38'38" West, distance of 1,155.50 feet to a point;
Thence, bearing North 00°34'58" West, a distance of 24.64 feet to a point of curvature;
Thence, along a curve concave to the West, having a radius of 1,350.00 feet, a central angle of 17°08'46";
with a chord length of 402.49 feet, and bearing North 07°09'21" West;
Thence, Northerly along the arc of said curve, a distance of 404.00 feet to a point of reverse curvature;
Thence, along a curve to the right having a radius of 1,350.00 feet, a central angle of 12°34'17";
with a Chord length of 295.61 feet, and bearing North 11°26'36" West;
Thence Northerly along the arc, a distance of 296.21 feet to a point;
Thence, bearing North 44°35'34" East, a distance of 43.75 feet to a point;
Thence, bearing North 00°32'56" West, a distance of 110.43 feet to a point;
Thence, bearing North 45°24'26" West, a distance of 50.22 feet to a point;
Thence, bearing North 00°34'58" West, a distance of 1,195.48 feet to a point on the South right of way of said Canal No. 46
Thence, bearing North 89°33'54" East, along said South right of way line, a distance of 1,285.01 feet to the Point of beginning.

ALSO LESS AND EXCEPT property conveyed in Deed recorded in Official Record Book 3702, Page 2561, Public Records of St. Lucie County, Florida more particularly described as follows:
A portion of land lying in the Northeast One-Quarter (NE1/4) of Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida, as shown on the Florida Department of Transportation Right of Way Map for Item/Segment No. 2302566, Section 94003-2510 and being more particularly described as follows:
BEGIN at the point of intersection with the Westerly Existing Right of Way line of said State Road No. 713 (Kings Highway) and the Northerly Existing line for Picos Road; thence South 89°43'44" West along said Northerly Existing Right of Way line, a distance of 24.97 feet to the beginning of a tangent curve concave Northwesterly, having a chord bearing of North 44°45'42" East; thence Northeasterly along the arc of said curve, having a radius of 25.00 feet, through a central angle of 89°56'03", an arc distance of 39.24 feet to the end of said curve; thence South 00°12'19" East along said Westerly Existing Right of Way line, a distance of 24.97 feet to the **POINT OF BEGINNING**.
Containing 26.18± acres

Parcel 9:
Quad 1B, TREASURE COAST RESEARCH AND EDUCATION PARK - CORE CAMPUS, according to the plat thereof, as recorded in Plat Book 68, Page 27, Public Records of Saint Lucie County, Florida.
Containing 32.36±

Wetland Less Out Parcel
A parcel of land in Section 14, Township 35 South, Range 39 East, St. Lucie County, Florida. Said lands being more particularly described as follows:
Commence at the North Quarter corner of said Section 14, thence along the North - South quarter line South 00°58'32" East, a distance of 1334.03 feet to a point; thence departing said line, South 89°01'28" West, a distance of 9.06 feet to the East right-of-way line of South Rock Road, also the **POINT OF BEGINNING**; thence departing said line North 89°39'20" East, a distance of 687.79 feet; thence South 00°34'33" East, a distance of 668.00 feet; thence South 89°45'08" West, a distance of 683.03 feet to the East right-of-way line of South Rock Road; thence along said line North 00°59'10" West, a distance of 666.88 feet to the **POINT OF BEGINNING**.
Described parcel containing 10.50 acres more or less.

Narrative
Annexation Agreement for Ashley Capital

Background

In 2022, St. Lucie County issued RFP 22-092 for the purchase and development of certain property at the Treasure Coast Research Park. Ashley Capital responded to the RFP and was ultimately selected as the purchaser and developer to construct and operate unincorporated St. Lucie County's first Class A Commerce Park. In accordance with the RFP, Ashley Capital and the County entered into an Option Agreement in 2024. The Option Agreement gives Ashley Capital the option to purchase 89 acres from the County and requires that the property be master planned and developed as an industrial and commercial development as contemplated by the RFP.

Purpose of Proposed Annexation Agreement

The City, County, FPUA and TCERDA entered into a First Amendment to Interlocal Agreement in January 2025 which allows the City to annex certain property owned by the County at TCERDA. The property being purchased by Ashley Capital is part of the property subject to annexation.

In accordance with the Option Agreement, Ashley Capital intends to obtain County approval of a master site plan for an industrial and commercial development on the 89-acre property it is purchasing from the County, and on an adjacent 60 acres which it already owns. Ashley Capital hopes to avoid delays in the development of the project, which could result if parts of the project are annexed into the City before construction is completed. In that scenario, Ashley Capital would have to obtain building permits from the City for the parts of the project that are annexed, and building permits from the County for the parts that are not annexed. The County and the City have different code requirements, so aspects of the County-approved master plan may not comply with City code. Therefore, Ashley Capital could be required to apply to the City for amendments to the annexed portions of the master plan in order to pull City building permits.

To avoid this scenario, and to avoid the resulting delay and expense, Ashley Capital is requesting to enter into an Annexation Agreement with the City, setting forth the mutual understanding that as construction of each phase of the project is completed, and certificates of occupancy are issued for each phase, the completed phases will be annexed into the City.

About the Project

The intent of the County RFP was to expand opportunities for high quality jobs in St. Lucie County and support the success of entrepreneurs associated with TCERDA initiatives. For instance, when a start-up food business at the Sunshine Kitchen successfully outgrows the facility, small to midrange bays at Ashley Capital's Class A Commerce Park will be an option for expansion while remaining near the incubator facility. Furthermore, Ashley Capital has researched this market thoroughly and finds that there is need for this type of midsize industrial space for successful small manufacturers to expand their constrained businesses throughout St. Lucie County. As such, it is Ashley Capital's intent to meet that need with a variety of building and bay sizes with an eye toward tenant flexibility and end user business needs.

About Ashley Capital

Rick Morton co-founded Ashley Capital with Paul Rubacha in 1984, and the company is now one of the largest privately held real estate investment firms in the country. Jill Marasa, past Vice President of the Economic Development Council of St. Lucie County, is now Director of Development – Treasure Coast for Ashley Capital and leads the development of this site.

Because Ashley Capital both builds and manages its properties long term, the company prides itself on being a good corporate steward and embraces the communities they are located in by supporting area organizations and programs to help enrich the community. Importantly, this "build and manage" philosophy means the quality of their built product exceeds industry standards and their properties are managed to the highest appearance standards across decades.

The company continues to be recognized as one of the top commercial management companies nationwide. *Commercial Property Executive* ranked Ashley Capital #17 out of 30 large Commercial Property Management firms in 2024. Sansone, which has developed much of the Southern Grove Class A industrial development in Port St. Lucie off SW Becker Rd., was ranked #20 by the same publication.

The City can rest assured that this Class A Commerce Park will be managed over the long term to remain an asset the community can be proud of.

NORTH

GRAPHIC SCALE IN FEET
0 75 150 300

Building	Area	Length	Width	Tenant Sizes			
Number	Square Feet	Feet	Feet	Square Feet	Number	Square Feet	Number
1	80,000	500	160				
2	50,000	500	100				
3	216,300	1,030	210				
4	90,300	430	210				
5	72,000	480	150				
6	170,000	850	200				
7	108,000	540	200				
8	198,400	640	310				
9	137,500	550	250				
10	186,000	310	600				
11	150,000	600	250				
12	70,800	590	120				
13	150,000	600	250				
Total	1,679,300	-	-				

PCN: 2314-200-0000-000-4
OWNER: TR INT IMP TRUST FUND

PCN: 2314-241-0001-000-8
OWNER: ST LUCIE COUNTY

PCN: 2314-200-0000-000-4
OWNER: TR INT IMP TRUST FUND

PROPOSED ACCESS (OPTIONAL)

PCN: 2314-133-0010-000-2
OWNER: TIMOTHY P GAVER

PCN: 2314-133-0002-000-3
OWNER: TREASURE COAST REALTY INVESTMENT 1 LLC

PCN: 2314-133-0003-000-0
OWNER: JAMES DELARME

PCN: 2314-133-0001-000-6
OWNER: MELVIN T FOLBRECHT JR

PCN: 2314-134-0001-000-9
OWNER: RICHARD P AMBROGI (TR)

PCN: 2314-134-0000-000-2
OWNER: CHUNSHENG GAO

PCN: 2314-200-0000-000-4
OWNER: TR INT IMP TRUST FUND

PCN: 2314-801-0005-000-4
OWNER: ST. LUCIE COUNTY

PCN: 2314-801-0006-000-1
OWNER: ST. LUCIE COUNTY

PCN: 2311-803-0001-000-3
OWNER: SFG SFLC 95 LLC

PCN: 2311-440-0000-000-3
OWNER: NSHE HARDINSBURG LLC

PCN: 2311-433-0001-000-8
OWNER: NSLRWCD

PCN: 2311-800-0037-000-5
OWNER: 819 SKH LLC

PCN: 2314-143-0001-000-7
OWNER: ST. LUCIE COUNTY

PCN: 2313-233-0001-000-0
OWNER: FRONTON HOLDINGS LLC

PCN: 2313-322-0012-000-3
2313-233-0003-000-4
2313-233-0002-000-7
OWNER: FRONTON HOLDINGS LLC

PCN: 2313-322-0001-000-3

PCN: 2313-233-0001-000-0
OWNER: FRONTON HOLDINGS LLC

PCN: 2313-223-0001-000-9
OWNER: FT PIERCE COMMERCE CENTER LLC

PCN: 2313-223-0000-000-2
OWNER: FT PIERCE COMMERCE CENTER LLC

PCN: 2313-222-0000-000-9
OWNER: COOPER SEASONS INC

ST. LUCIE COUNTY PUBLIC ROADWAY PROJECT

PROPOSED ACCESS (OPTIONAL)

PROPOSED ACCESS (OPTIONAL)

PROPOSED ACCESS (OPTIONAL)

PLANNED GRAHAM RD EXTENSION

PICOS ROAD

KINGS HIGHWAY

WET DETENTION

DRY DETENTION

OUTDOOR STORAGE/PARKING

BUILDING 1 DOCK HIGH
216,300 SF W/ 276 PARKING STALLS

BUILDING 2 GRADE LEVEL
50,000 SF W/ 102 PARKING STALLS

BUILDING 3 DOCK HIGH
80,000 SF W/ 117 PARKING STALLS

BUILDING 4 DOCK HIGH
90,300 SF W/ 88 PARKING STALLS

BUILDING 5 GRADE LEVEL
72,000 SF W/ 148 PARKING STALLS

BUILDING 6 DOCK HIGH
170,000 SF W/ 242 PARKING STALLS

BUILDING 7 GRADE LEVEL
108,000 SF W/ 153 PARKING STALLS

BUILDING 8 DOCK HIGH
198,400 SF W/ 224 PARKING STALLS

BUILDING 9 DOCK HIGH
137,500 SF W/ 156 PARKING STALLS

BUILDING 10 DOCK HIGH
186,000 SF W/ 152 PARKING STALLS

BUILDING 11 DOCK HIGH
150,000 SF W/ 174 PARKING STALLS

BUILDING 12 GRADE LEVEL
70,800 SF W/ 112 PARKING STALLS

BUILDING 13 DOCK HIGH
147,500 SF W/ 113 PARKING STALLS

PROPOSED CULVERT CROSSING

PROPOSED RIGHT IN RIGHT OUT W/ RIGHT TURN LANE

PROPOSED FULL ACCESS W/ RIGHT TURN LANE (OPTIONAL)

POTENTIAL ROW DONATION

PROPOSED SIGNALIZED INTERSECTION

PROPOSED DRIVEWAY ENTRANCE BY OTHERS

673.1'
620.3'
713.3'
653.7'
694.6'
1093.1'
709.4'

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

Kimley»Horn

No.	REVISIONS	DATE

LICENSED PROFESSIONAL

DATE:

KHA PROJECT

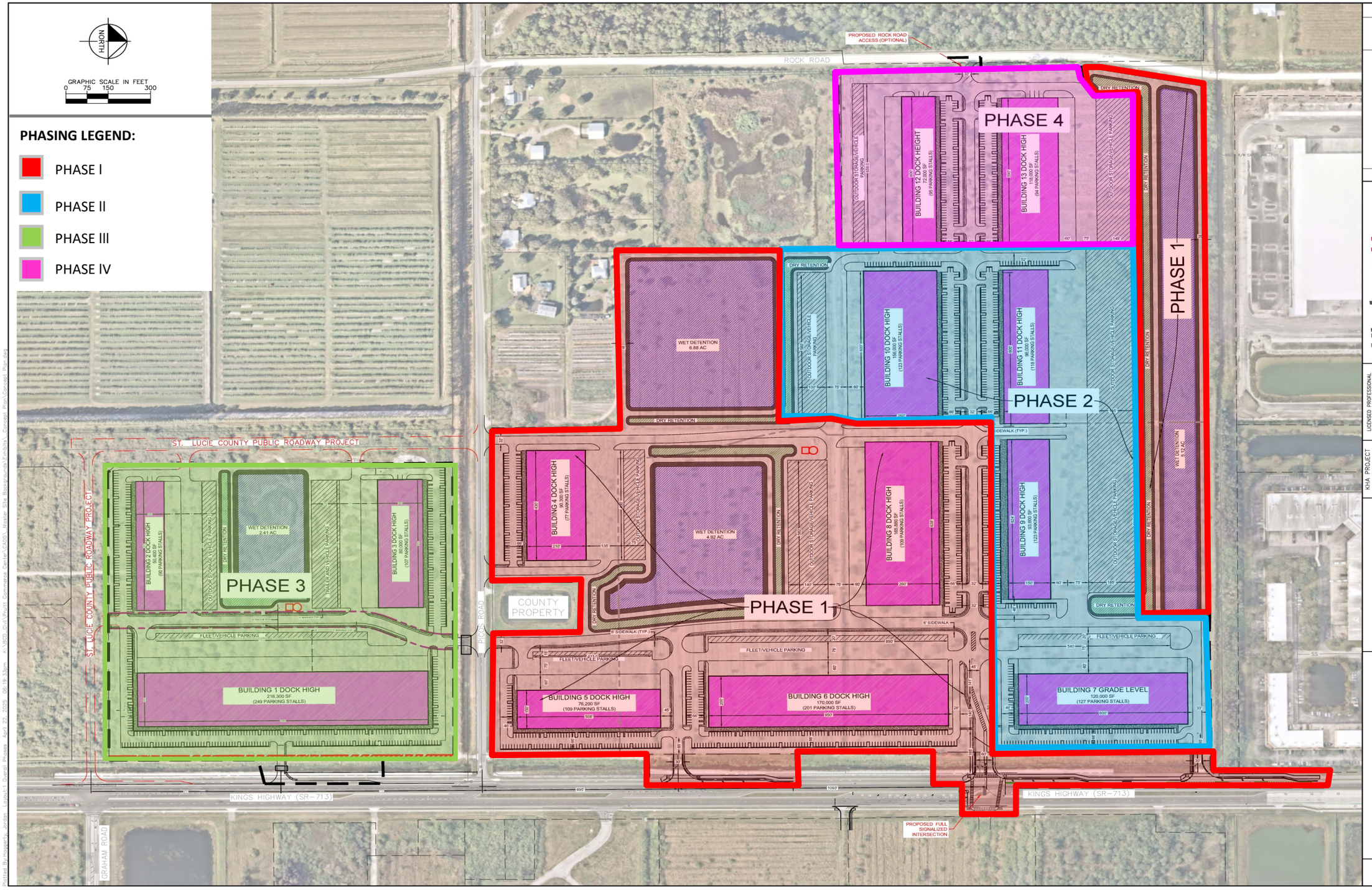
DATE JUNE 2024
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

CONCEPTUAL SITE PLAN

PROJECT VISION (OVERALL)

SHEET NUMBER
CSP-1

Posted By:Botero, Rafael Sheet Set: ########## Layout:Overall January 28, 2025 02:27:25pm K:\BCD_Civ\Project Vision\CADD_Master Site Backgrounds\References\Site - Kit_Prop_245490000-ONSITE.dwg



No.	REVISIONS	DATE
3	BLDG 3, 9, 11, 12, & 13 CHANGES	03/31/25 DS
2	BLDG 2, 5, 7, 8–10, AND 12 CHANGES	03/18/25 DS
1	BLDG 4 AND 8 THROUGH 13 CHANGES	02/25/25

Kimley»Horn

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LICENSED PROFESSIONAL

DATE:

KHA PROJECT

DATE MARCH 2025

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

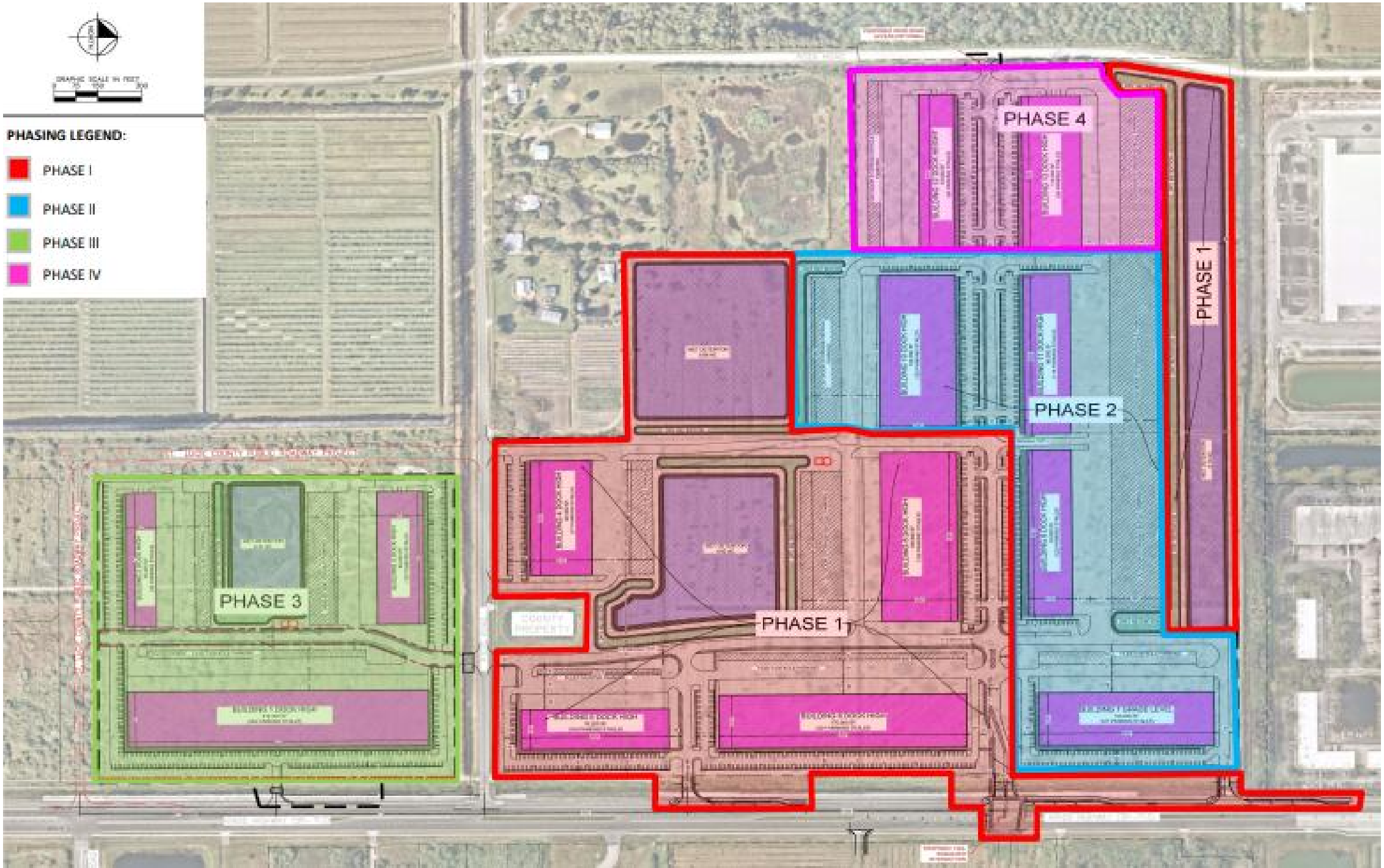
CHECKED BY

CONCEPTUAL SITE PLAN (PHASES)

PRUITT COMMERCE CENTER

SHEET NUMBER

PHASE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PHASE III
PHASE IV
PHASE 4
PHASE 1
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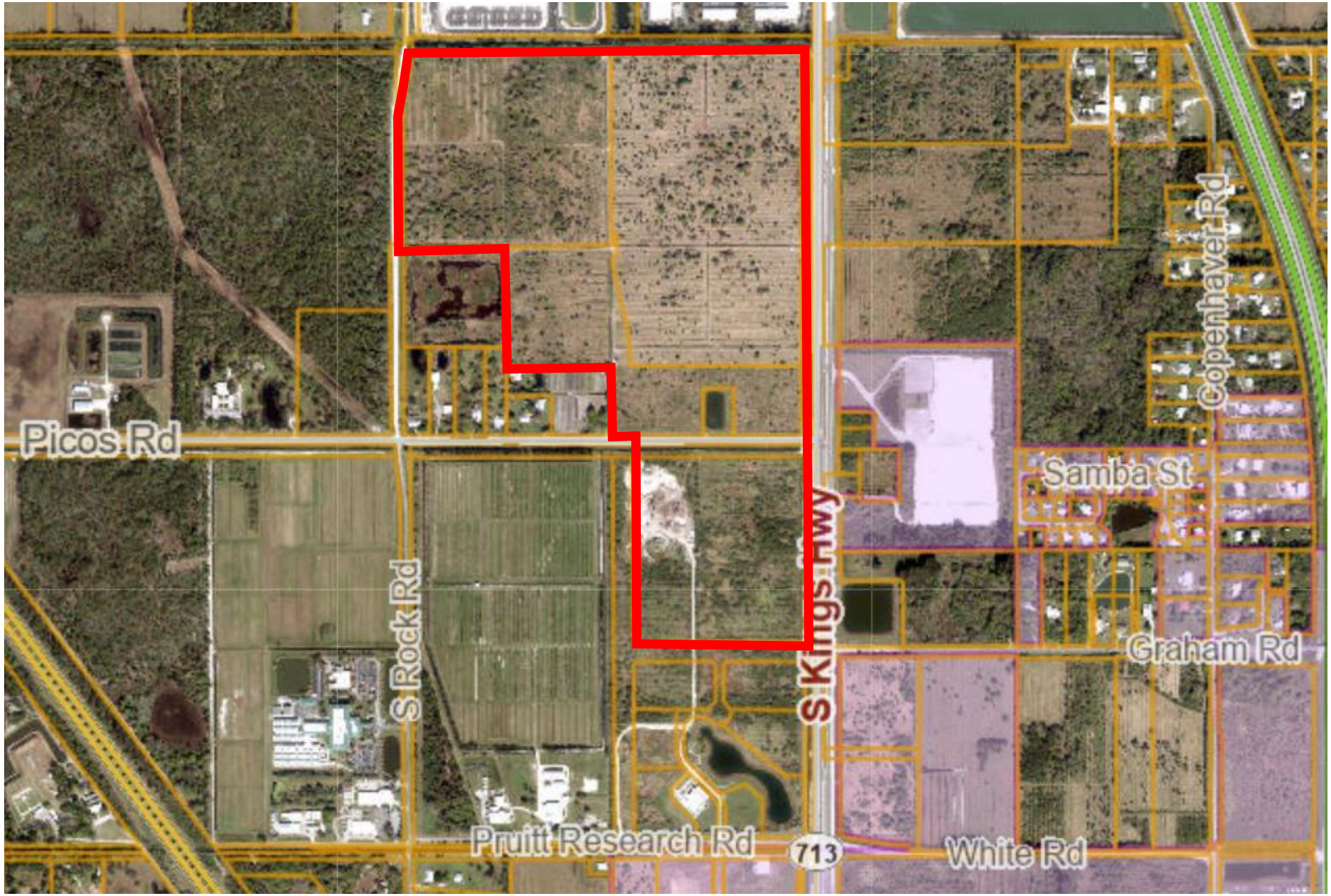
PHASE 1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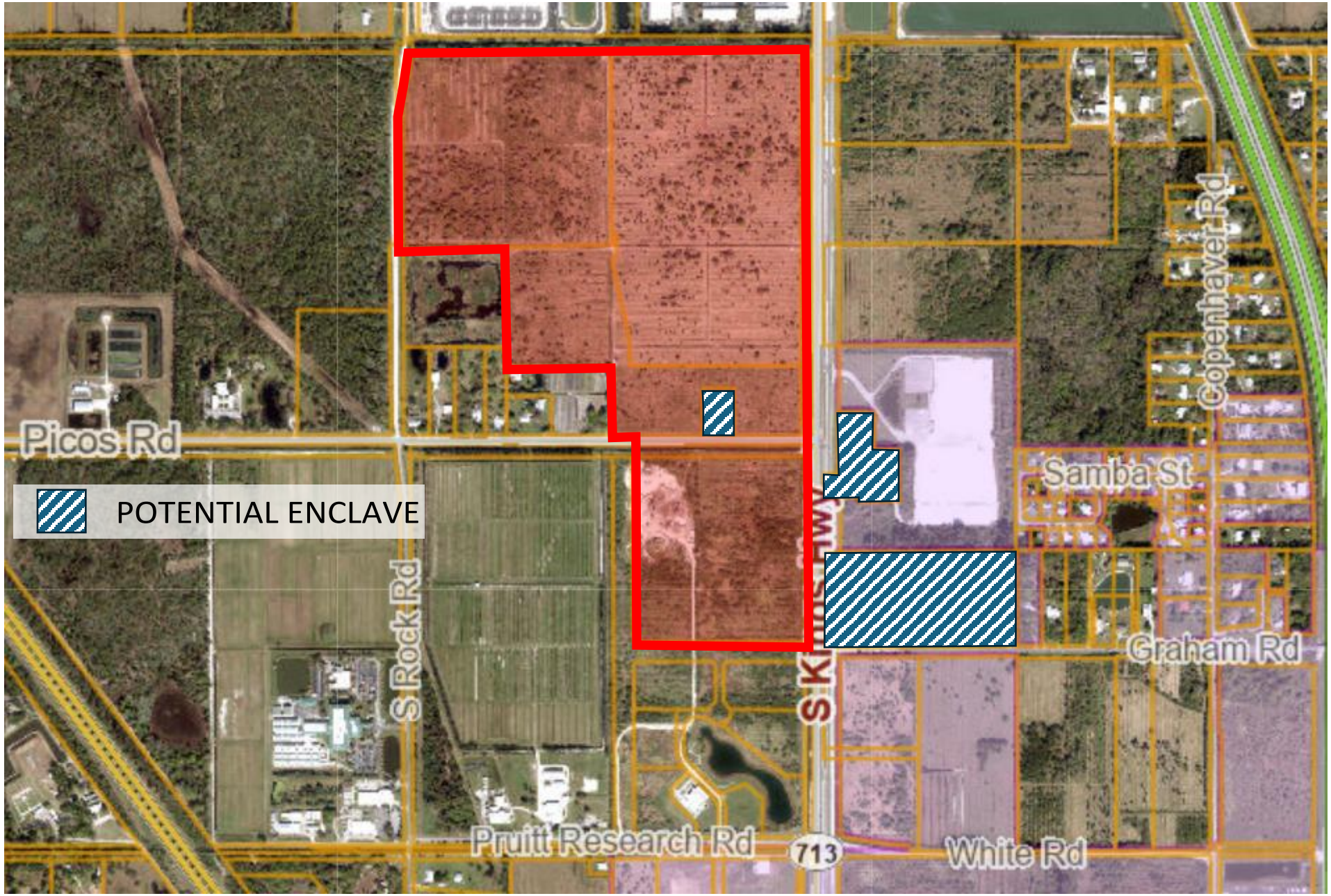
S Rock Rd
S Kings Hwy
Copenhaver Rd
Samba St
Graham Rd
Pruitt Research Rd
713
White Rd


Picos Rd
POTENTIAL ENCLAVE
S Rock Rd
Pruitt Research Rd
713
White Rd
Graham Rd
Samba St
Copenhaver Rd
N

PARCEL ID	ZONING	FLU	AREA (+/-)
2314-111-0004-000-9	AR-1	RS	60 Acres
2314-120-0000-000-9	AR-1	RS	40.6 Acres
2314-131-0000-000-3 (part)	AR-1	RS	25 Acres
2314-800-0002-000-0	AR-1	SD	32.4 Acres
		TOTAL	158 Acres

The annexation would fall under the ‘large scale’ Annexation process and require State and relevant Agency reviews.