FORT PIERCE REDEVELOPMENT AGENCY

BOARD AGENDA

FPRA Regular Meeting - Tuesday, August 12, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF MINUTES**

   A. Approval of the Minutes of the July 08, 2025 FPRA Meeting.

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

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

7. **CONSENT AGENDA**

   A. Approval of the FPRA Mural Program Property Owner Agreement with Project Lift, Inc at 601 Atlantic Avenue

   B. Approval of a FPRA Mural Program Artist Service Agreement with Hannah Lorra Arts for the mural at 601 Atlantic Avenue in the amount of $10,000.00

C. Approval of the FPRA Mural Program Property Owner Agreement with 130 N. 2nd Property Owner, LLC

D. Approval of a FPRA Mural Program Artist Service Agreement with Jesse Jentzen for the mural at 130 N. 2nd Street in the amount of $40,000.00.

8. **NEW BUSINESS**

A. PULLED AT THE REQUEST OF STAFF. FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. FPRA Resolution 25-13 Authorizing or Denying a First Amendment to the Grant Agreement for Commercial Façade Improvement Located at 215 N 2nd Street

C. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 1109 Delaware Ave in the amount of $25,000 - Monarch Lee Homes, LLC.

D. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 510 Orange Ave in the amount of $25,000 - Bunwin, Inc

E. PULLED AT THE REQUEST OF STAFF. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 710 Orange Avenue in the amount of $15,840.45 - Botanical Sanctuary, LLC

F. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 108 S 2nd Street in the amount of $7,934.50 - Galleria at Downtown Fort Pierce, LLC

G. Review and approve CRA Advisory Committee Recommendations for Commercial Facade Grant Application for 100 S 2 nd Street in the amount of $20,788.75 – Galleria at Downtown Fort Pierce, LLC

H. Continued from July 8, 2025 meeting. Review and direction regarding a Grant Agreement for Commercial Facade Improvements for Botanical Sanctuary, LLC at 722 Orange Ave. in the amount of $25,000.00.

I. Proposed Fiscal Year 2026 FPRA Operating Budget and Capital Improvement Plan

9. **STAFF COMMENTS**

A. August 2025 FPRA Programs & Activities Summary

10. **BOARD COMMENTS**

11. **ADJOURNMENT**

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

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

FPRA Regular Meeting - 5:05 PM **4. A.**

Meeting Date: August 12, 2025

Re: Approval of the Minutes of the July 08, 2025 FPRA Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the July 08, 2025 FPRA Meeting.

SUMMARY:

FPRA REDEVELOPMENT PLAN GOAL/POLICY

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

2025.07.08 Minutes

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE REDEVELOPMENT AGENCY, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON TUESDAY, JULY 08, 2025.

1. CALL TO ORDER

Chairperson Hudson called the July 08, 2025, FPRA Meeting of the City Commission to order at 5:05 P.M

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: Interim FPRA Director Devoshay Johnson
City Attorney Sara Hedges
City Clerk Linda Cox

4. APPROVAL OF MINUTES

A. Approval of the Minutes of the May 13, 2025 FPRA Meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the May 13, 2025 FPRA Meeting.

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

Passed

B. Approval of the minutes of the June 10, 2025 FPRA meeting

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the Jume 10, 2025 FPRA Meeting.

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

Passed

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

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

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

Passed

6. COMMENTS FROM THE PUBLIC

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

No public comments

7. CONSENT AGENDA

A. Approval of Change Order No. 13 - General Contractor Services, Second Floor Leveling in the amount of $8,385.68 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

B. PULLED - NOT PROCEEDING. Review of Change Order No. 14 - General Contractor Services, Replacement of Windows in the amount of $26,166 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

C. Approval of Change Order No. 15 - General Contractor Services for a Dumpster Enclosure in the amount of $26,775 for the City of Fort Pierce Florida Highwaymen Museum renovation project as per the City Code.

D. Approval of Change Order No. 16 - General Contractor Services, Expanded Parking Lot Scope in the amount of $41,229.43 to correct the parking lot elevation to prevent water intrusion.

E. Approve recommendation from the Arts and Culture Advisory Board to issue a call for artists, evaluate submissions, and recommend an artist to the city commission for this public art installation of a mural on the FPRA owned Highwaymen Museum building.

F. Approve CRA Advisory Committee recommendation to authorize staff to facilitate a community-driven selection process, allowing residents and visitors of Fort Pierce to vote on their favorite mural design among the three finalists for the Sunrise Theatre Mural Design.

G. Approval of an Interlocal Agreement between the Fort Pierce Redevelopment Agency and the Treasure Coast Regional Planning Council for the development of the Lincoln Park Master Plan in the amount of $152,500.00

H. Accept CRA Advisory Committee's recommendation for Selection of Artists and Properties for FY25 FPRA Mural Program as follows: Jesse Jentzen for 130 N. 2nd Street (Sailfish) and Hannah Lorra for 610 Atlantic Avenue (Project Lift), in accordance with the new FPRA Mural Program structure adopted by the FPRA Board.

Commissioner Broderick pulled items 7E, 7F, and 7H.

Commissioner Johnson pulled item 7G.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 7A,7C and 7D of the Consent Agenda.

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

Passed

As to items 7E,7F and 7H
Commissioner Broderick suggested streamlining the process to a single board or committee.

Shyanne Harnage, Community and Economic Development Director, explained the funding process and how they are reviewed.

Commissioner Gaines inquired if the CRA loses control over decision-making.

Mayor Hudson commented on funneling through the Arts and Culture Board with CRA input.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve items 7E,7F, and 7H of the Consent Agenda.

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

Passed

As to item 7G
Commissioner Johnson highlighted the promising opportunities for development and community advancement in Lincoln Park.

Jessica Williams was available for questions regarding the Lincoln Park Master Plan.

Commissioner Broderick commented on the Master Plan and its redevelopment use.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 7G of the Consent Agenda.

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

Passed

8. NEW BUSINESS

A. Interim 6-Month Update on 5th Tesla Freebee Vehicle Performance

John Janice, Vice President of Economic Development, Freebee, presented a six-month update on the 5th Tesla.

The Board inquired about several key aspects of the initiative, including the proposed territory expansion, its potential economic impact, the implementation of QR codes for accessing resources, rider wait times, engagement with the St. Lucie County Transit Director, driver coordination, South Beach operational policies, and strategies for marketing the program’s outcomes.

Mr. Janice addressed the territory expansion, emphasizing ongoing efforts to collect and refine data. He noted the introduction of the 611 banners as part of the outreach strategy, improvements in wait times, and his upcoming meeting with Adolfo Covelli scheduled for next month. He also discussed shift coverage, steps being taken to resolve issues specific to the South Beach area, and the broader goal of positioning the region as a model microtransit city through targeted marketing efforts.

B. Authorization to Negotiate the Purchase of 1238 Avenue D

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick authorizing the negotiation for the purchase of 1238 Ave D.

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

Passed

C. Review and direction regarding a Grant Agreement for Commercial Facade Improvements for Botanical Sanctuary, LLC at 722 Orange Ave. in the amount of $25,000.00.

Redevelopment Specialist, Miriam Garcia, presented the Commercial Facade application for Botanical Sanctuary LLC.

The Board acknowledged the positive direction of the FPRA funding initiative and expressed appreciation for the efforts made thus far. However, members raised concerns regarding the consistency of recent improvements, specifically seeking clarification on what prompted the changes in door consistency. Additional points of discussion included the applicant communication, costs associated with roofing, the scope of related improvements, and the eligibility criteria for applicable repairs.

Ms. Garcia clarified the factors that led to the recent improvements in door consistency, addressing concerns with overall consistency, discussing applicant communication, costs related to roofing, the scope of associated improvements, and the criteria for determining eligibility for applicable repairs.

Emily Fingerhut of Savannah Concierge, on behalf of the applicant, commented on the Peacock House Arts Foundation expansion plan and addressed concerns related to the roof.The Board voiced concern that the scope of the proposed façade grant application did not align with the program’s original intent, emphasizing that the board is not responsible for funding all building repairs and expressed reluctance to approve repeated or partial improvements without a comprehensive plan. Concerns were raised about selectively replacing one door when adjacent properties remain in disrepair, potentially leading to additional requests.

The Board noted dissatisfaction with funding cosmetic improvements without addressing the overall structural or aesthetic issues, debated the inclusion of roof repairs, which are only permitted if visible from the public right-of-way and accompanied by other qualifying façade work, and expressed concern that the proposed project did not reflect a unified or complete renovation and lacked the design clarity typically expected in such applications.

City Attorney, Sara Hedges, clarified that while the CRA Advisory Committee recommended the project, the final decision rests with the Board, including whether to approve the request fully, partially, or not at all.

The Board expressed appreciation for the applicant’s investment but concluded that the current proposal did not meet their standards for façade grant approval.

Commissioner Taylor made a motion to approve item 8C. However, the motion received no second.

Ms. Hedges requested that staff display the façade grant guidelines, specifically page 5, which lists roof repair and replacement as eligible improvements. However, clarification was needed regarding whether the visibility requirement refers to the front or side right-of-way.

The Board lacked consensus on the proposal and that more clarity and alignment were needed.

Ms. Hedges recommended postponing the decision and allowing staff to work with the applicant on a revised design that better aligns with grant criteria and board expectations.

The Board generally agreed they want to support improvements to the building, but felt several elements of the proposal needed to be reconsidered.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to continue item 8C to the next FPRA Meeting.

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

Passed

9. STAFF COMMENTS

A. July 2025 FPRA Programs & Activities Summary

10. BOARD COMMENTS

11. ADJOURNMENT

Chairperson Hudson adjourned the meeting at 6:38 p.m.

ATTEST:

_____ _____

CITY CLERK CHAIRPERSON

FPRA Regular Meeting - 5:05 PM **7. A.**

Meeting Date: August 12, 2025

Re: Approval of the FPRA Mural Program Property Owner Agreement with Project Lift, Inc at 601 Atlantic Avenue

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Approval of the FPRA Mural Program Property Owner Agreement with Project Lift, Inc at 601 Atlantic Avenue

SUMMARY:

The Fort Pierce Redevelopment Agency (FPRA) Mural Program is an initiative dedicated to revitalizing the community by transforming blank walls into meaningful works of art. Through this program, the FPRA funds the installation of murals on eligible properties within the designated redevelopment area. This program aims to reduce slum and blight, foster civic pride, and provide a platform for artistic expression while improving the overall aesthetic of the city.
At the May 2025 CRA Advisory Committee meeting, the property located at 601 Atlantic Avenue (Project Lift) was selected for mural installation. A Call for Artists was subsequently issued, and during the June 2025 CRA Advisory Committee meeting, an artist was selected for the project.
On July 8, 2025, the FPRA Board approved the committee's recommendation to move forward with the mural project at this location. An agreement between the FPRA and the property owner has been prepared to outline the roles and responsibilities of each party.

Upon approval by the FPRA Board, staff will coordinate with the property owner and the selected artist to facilitate the successful execution of the mural project.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

11. The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.
11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art-related activities and events within the Redevelopment Area.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement

ALTERNATIVES:

Deny approval of the Property Owner Agreement with 601 Atlantic Ave, Inc and direct staff to reissue a new call for property owners.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

There is no fiscal impact associated with this property owner agreement. Funding allocated for the FPRA Mural Program will be used specifically for artist compensation, materials, and installation costs. Property owners will not receive any direct financial compensation under this program.

Attachments

Property Owner Agreement

City Attorney Memo

FPRA Mural Program
Property Owner Agreement

This Agreement is made and entered into this_____day of _____, 202___, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and _Project Lift, Inc__(hereinafter referred to as "PROPERTY OWNER"), owner of property/walls located at _610 Atlantic Avenue_ in the City of Fort Pierce, Florida.

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

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

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

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

1. The PROPERTY OWNER hereby agrees to allow the FPRA to have a mural mounted or painted on the_North__ wall located at_610 Atlantic Ave. Fort Pierce, FL_34950_.

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

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

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the walls on such property are being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use, occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months' written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The PROPERTY OWNER has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The PROPERTY OWNER shall not make any changes to the mural's design without prior written approval from the FPRA. The PROPERTY OWNER shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

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

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

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

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

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

11. The City of Fort Pierce's FPRA Mural Program Staff will present options to the PROPERTY OWNER to make the final selection.

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

13. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

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

15. Any notices required pursuant to this Agreement shall be sent, in writing, to the following addresses:

To the PROPERTY OWNER: Business Name: Project Lift, Inc
Business Address: 1330 SW 34th St.
City/State/Zip: Palm City, FL 34990

To the FPRA: **Fort Pierce Redevelopment Agency**
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

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

16. This Agreement may be terminated by either party upon seven (7) business days' written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.

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

[SIGNATURE PAGE TO FOLLOW]

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

LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

LINDA W. COX, Agency Secretary

APPROVED AS TO FORM AND CORRECTNESS:

SARA K. HEDGES, Agency Attorney

PROPERTY OWNER:

By: Bob Zaccheo
Bob Zaccheo (Jul 31, 2025 09:48:45 EDT)

Print: Bob Zaccheo

Date: 07/31/2025

FPRA Mural Program
Artist's Limited Release

I Hannah Lorra Arts , as the ARTIST of the Work of Art titled Forging Futures , hereby consent to and give permission for the Property Owner located at 610 Atlantic Avenue, Fort Pierce, FL 34950 to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: Hannah Lorra

Print: Hannah Lorra

Today's Date: 07/29/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Sara Delgado, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Approve as to form & correctness the FPRA Mural Program Property Owner & Artist Agreements for 610 Atlantic Avenue

CAO RLS FILE: 25-212

DATE: July 16, 2025

I have reviewed the above request for legal services related to a review of the FPRA Mural Program agreements with the artist and property owner. A clean copy of the Artist Agreement has been uploaded with a few, minor grammatical corrections; this copy is approved as to form and correctness. The Artist Release and Property Owner Agreement are also approved as to form and correctness with no additional edits.

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

Thank you.

FPRA Regular Meeting - 5:05 PM **7. B.**

Meeting Date: August 12, 2025

Re: Approval of a FPRA Mural Program Artist Service Agreement with Hannah Lorra Arts for the mural at 601 Atlantic Avenue in the amount of $10,000.00

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Approval of a FPRA Mural Program Artist Service Agreement with Hannah Lorra Arts for the mural at 601 Atlantic Avenue in the amount of $10,000.00

SUMMARY:

The FPRA Mural Program is an initiative dedicated to revitalizing the community by transforming blank walls into meaningful works of art. Through this program, the FPRA funds the installation of murals on eligible properties within the designated redevelopment area. This program aims to reduce slum and blight, foster civic pride, and provide a platform for artistic expression while improving the overall aesthetic of the city.
In June 2025, a Call for Artists was issued, and the CRA Advisory Committee reviewed numerous submissions. Following this competitive process, artist Hannah Lorra was selected to create a mural at 601 Atlantic Avenue.

Her proposed mural, *Forging Futures*, honors the mission of Project Lift by blending realism with imaginative vision, portraying welding not just as a skill but as a metaphor for transformation, self-determination, and healing. The luminous reflections represent the student's inner world and dreams, proving that with the right tools and support, every young person can forge a life of beauty, purpose, and possibility.

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

FPRA REDEVELOPMENT PLAN GOAL/POLICY

11. The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.
11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art related activities and events within the Redevelopment Area.

RECOMMENDATION:

Staff recommends approval to execute the Artist Agreement with Hannah Lorra in the amount of $10,000.00

ALTERNATIVES:

Deny approval of the Artist Agreement with Hannah Lorra and direct staff to reissue the Call to Artists or select an alternate design from the original submissions.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	104-9400-554-000-000
Amount:	$10,000.00

OTHER INFORMATION:

At the July 2024 meeting, the FPRA Board approved funding in the amount of $50,000.00 for the FPRA Mural Program.

Attachments

Artist Agreement - Hannah Lorra Arts - 610 Atlantic Avenue

City Attorney Memo

FPRA Mural Program
Artist Services Agreement

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

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

WHEREAS, the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at _____610 Atlantic Avenue___, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

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

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

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

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is _Forging Futures__. The Location of the Work of Art shall be the_north__ wall at ____610 Atlantic Avenue__, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.

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

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of _Ten Thousand_ Dollars (_$10,000__), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

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

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling _Five Thousand_ Dollars (_$5,000_) followed by the balance of the fixed fee of ___Five Thousand___ Dollars (_$5,000__) following final inspection verifying completion of Work of Art.

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

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

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

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

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

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

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

INSURANCE

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

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

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

INDEMNIFICATION

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

TERMINATION OF AGREEMENT

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

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

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule.

Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City as a result of the termination.

NOTICE

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

To the ARTIST: Name: Hannah Lorra Arts
Address: 7508 N. Cameron Ave
City/State/Zip: Tampa, FL 33614

To the FPRA: **Fort Pierce Redevelopment Agency**
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

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

SPECIAL PROVISIONS

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

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

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

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW; WAIVER OF JURY TRIAL

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

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

3. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

[SIGNATURE PAGE TO FOLLOW]

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

_____
LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

_____
LINDA W. COX, Agency Secretary

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, Agency Attorney

ARTIST:

By: Hannah Lorra

Print: Hannah Lorra

Date: 07/29/2025

Exhibit “A”



Forging Futures by Hannah Lorra Arts



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Sara Delgado, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Approve as to form & correctness the FPRA Mural Program Property Owner & Artist Agreements for 610 Atlantic Avenue

CAO RLS FILE: 25-212

DATE: July 16, 2025

I have reviewed the above request for legal services related to a review of the FPRA Mural Program agreements with the artist and property owner. A clean copy of the Artist Agreement has been uploaded with a few, minor grammatical corrections; this copy is approved as to form and correctness. The Artist Release and Property Owner Agreement are also approved as to form and correctness with no additional edits.

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

Thank you.

FPRA Regular Meeting - 5:05 PM **7. C.**

Meeting Date: August 12, 2025

Re: Approval of the FPRA Mural Program Property Owner Agreement with 130 N 2nd Property Owner, LLC

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Approval of the FPRA Mural Program Property Owner Agreement with 130 N. 2nd Property Owner, LLC

SUMMARY:

The Fort Pierce Redevelopment Agency (FPRA) Mural Program is an initiative dedicated to revitalizing the community by transforming blank walls into meaningful works of art. Through this program, the FPRA funds the installation of murals on eligible properties within the designated redevelopment area. This program aims to reduce slum and blight, foster civic pride, and provide a platform for artistic expression while improving the overall aesthetic of the city.

At the May 2025 CRA Advisory Committee meeting, the property located at 130 N. 2nd Street (Sailfish) was selected for mural installation. A Call for Artists was subsequently issued, and during the June 2025 CRA Advisory Committee meeting, an artist was selected for the project.

An agreement between the FPRA and the property owner has been prepared to outline the roles and responsibilities of each party.

Upon approval by the FPRA Board, staff will coordinate with the property owner and the selected artist to facilitate the successful execution of the mural project.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

11. The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.

11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art-related activities and events within the Redevelopment Area.

RECOMMENDATION:

Staff recommends approval to execute the Property Owner Agreement

ALTERNATIVES:

Deny approval of the Property Owner Agreement with 130 N. 2nd Property Owner, LLC and direct staff to reissue a new call for property owners.

RESPONSIBLE STAFF:

Sara Delgado, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N/A

Fiscal Year: N/A

Account: N/A

Amount: N/A

OTHER INFORMATION:

There is no fiscal impact associated with this property owner agreement. Funding allocated for the FPRA Mural Program will be used specifically for artist compensation, materials, and installation costs. Property owners will not receive any direct financial compensation under this program.

Attachments

Property Owner Agreement - 130 N. 2nd Street

City Attorney Memo

FPRA Mural Program
Property Owner Agreement

This Agreement is made and entered into this_____day of _____, 202___, by and between the Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, Florida (hereinafter referred to as "City") and _130 N 2nd Property Owner, LLC_ (hereinafter referred to as "PROPERTY OWNER"), owner of property/walls located at _130 N. 2nd Street_____in the City of Fort Pierce, Florida.

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

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

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

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

1. The PROPERTY OWNER hereby agrees to allow the FPRA to have a mural mounted or painted on the_North_ wall located at___130 N. 2nd Street, Fort Pierce, FL 34950**.**

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

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

4. During the term, or any extension thereof, at such time as the property is being offered for sale or lease, or the walls on such property are being demolished or expanded where the mural is located, or the mural otherwise interferes with the Property Owner's use, occupancy, or control of the property, then at the Property Owner's sole discretion, the Property Owner has the right to cancel this Agreement upon six (6) months' written notice to the FPRA.

5. The FPRA agrees that it shall provide a stipend to each of the selected artists to pay for materials necessary for the execution and completion of the mural. The PROPERTY OWNER has the right to provide an additional stipend to the Mural Artist to enhance or make changes. The PROPERTY OWNER shall not make any changes to the mural's design without prior written approval from the FPRA. The PROPERTY OWNER shall provide the FPRA with an image of the updated mural for recordkeeping purposes.

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

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

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

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

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

10. The City of Fort Pierce's FPRA Mural Program Staff will present options to the PROPERTY OWNER to make the final selection.

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

12. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

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

14. Any notices required pursuant to this Agreement shall be sent, in writing, to the following addresses:

To the PROPERTY OWNER: Business Name: 130 N 2nd Property Owner, LLC
Business Address: 2141 S. Alternate A1A, Suite 440
City/State/Zip: Jupiter, FL 33477

To the FPRA: **Fort Pierce Redevelopment Agency**
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

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

15. This Agreement may be terminated by either party upon seven (7) business days' written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party. The performance of work under this Agreement may be terminated by the FPRA in accordance with this clause in whole or in part from time to time whenever the FPRA shall determine that such termination is in the best interests of the FPRA or the City.

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

[SIGNATURE PAGE TO FOLLOW]

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

LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

LINDA W. COX, Agency Secretary

APPROVED AS TO FORM AND CORRECTNESS:

SARA K. HEDGES, Agency Attorney

PROPERTY OWNER:

By: Eric Levitt
Eric Levitt (Aug 5, 2025 11:28:47 EDT)

Print: Eric Levitt, Manager of 130 N 2nd Property Owner, LLC

Date: 08/04/2025

FPRA Mural Program
Artist's Limited Release

I Jesse Jentzen , as the ARTIST of the Work of Art titled Currents of Florida: Life Below the Surface , hereby consent to and give permission for the Property Owner located at 130 N. 2nd Street, Fort Pierce, FL 34950 to reproduce the Work of Art for publicity, awareness, and promotion of the PAD Mural Program. Such reproduction may include the use of the Work of Art on social media by the Property Owner. The Work of Art may not, however, be used for advertising or profit-making by the Property Owner. Any reproduction of the Work of Art by the Property Owner must contain a credit to the ARTIST.

ARTIST:

Signature: Jesse Jentzen
Jesse Jentzen (Jul 29, 2025 08:27:51 PDT)

Print: Jesse Jentzen

Today's Date: 07/29/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Sara Delgado, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Approve as to form & correctness the FPRA Mural Program Property Owner & Artist Agreements for 130 N. 2nd Street

CAO RLS FILE: 25-213

DATE: July 16, 2025

I have reviewed the above request for legal services related to a review of the FPRA Mural Program agreements with the artist and property owner. A clean copy of the Artist Agreement has been uploaded with a few, minor grammatical corrections; this copy is approved as to form and correctness. The Artist Release is also approved as to form and correctness with no additional edits.

In the Property Owner Agreement, the address used for the business (Page 3) does not match the addresses provided in their Sunbiz filing. Please be sure that the address documented is the address the business agrees to use for official communications. Once the address is confirmed, the Property Owner Agreement is approved as to form and correctness.

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

Thank you.

FPRA Regular Meeting - 5:05 PM **7. D.**

Meeting Date: August 12, 2025

Re: Approval of a FPRA Mural Program Artist Service Agreement with Jesse Jentzen for the mural at 130 N. 2nd Street in the amount of $40,000.00

Submitted For: Sara Delgado, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Approval of a FPRA Mural Program Artist Service Agreement with Jesse Jentzen for the mural at 130 N. 2nd Street in the amount of $40,000.00.

SUMMARY:

The FPRA Mural Program is an initiative dedicated to revitalizing the community by transforming blank walls into meaningful works of art. Through this program, the FPRA funds the installation of murals on eligible properties within the designated redevelopment area. This program aims to reduce slum and blight, foster civic pride, and provide a platform for artistic expression while improving the overall aesthetic of the city.

In June 2025, a Call for Artists was issued, and the CRA Advisory Committee reviewed numerous submissions. Following this competitive process, artist Jesse Jentzen was selected to create a mural at 130 N. 2nd Street.

His proposed mural**,** ***Currents of Florida: Life Below the Surface*****,** is a vibrant and colorful tribute to Florida's natural heritage. The artwork will serve as both a visual landmark and a cultural bridge, celebrating the deep relationship between the people of Florida and the surrounding sea. The mural is expected to become a focal point in the downtown area, inviting residents and visitors alike to engage with art in a meaningful way.

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

FPRA REDEVELOPMENT PLAN GOAL/POLICY

11. The Fort Pierce Redevelopment Area will become well known for its arts and cultural activities, amenities and events.
11.3 The Fort Pierce Redevelopment Agency will support the development of public art, art-related development, and art-related activities and events within the Redevelopment Area.

RECOMMENDATION:

Staff recommends approval to execute the Artist Agreement with Jesse Jentzen in the amount of $40,000.00.

ALTERNATIVES:

Deny approval of the Artist Agreement with Jesse Jentzen and direct staff to reissue the Call to Artists or select an alternate design from the original submissions.

RESPONSIBLE STAFF:
Sara Delgado, Redevelopment Specialist

COORDINATED WITH:
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	104-9400-554-000-000
Amount:	$40,000.00

OTHER INFORMATION:
At the July 2024 meeting, the FPRA Board approved funding in the amount of $50,000.00 for the FPRA Mural Program.

Attachments

Artist Agreement - Jesse Jentzen
City Attorney Memo

FPRA Mural Program
Artist Services Agreement

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

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

WHEREAS, the FPRA has approved a recommendation to commission the ARTIST to create public mural art located at _____130 N. 2nd Street_____, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

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

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

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

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The name of the Work of Art is _Currents of Florida: Life Below the Surface__. The Location of the Work of Art shall be the_north__ wall at ____130 N. 13th Street_____, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation shall be in accordance with the Proposal.
3. The Work of Art shall be completed within 2 months of the effective date.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the ARTIST shall prepare and submit to the FPRA final drawings and any other renderings including but not limited to graphic materials of the Work of Art and shall obtain Property Owner and FPRA's approval for completion and installation of the work described in the Proposal.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.

7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the FPRA and the Property Owner before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the Property Owner to correct any deficiencies before the artwork can begin.

COMPENSATION

1. The FPRA shall pay the ARTIST a fixed fee of _Forty Thousand_ Dollars (_$40,000__), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

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

   Upon signing the agreement, the FPRA shall provide a down payment to the ARTIST equaling _Twenty Thousand_ Dollars ($20,000) followed by the balance of the fixed fee of __Twenty Thousand__ Dollars ($20,000) following final inspection verifying completion of Work of Art.

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

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

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

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

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

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

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

INSURANCE

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

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

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

INDEMNIFICATION

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

TERMINATION OF AGREEMENT

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

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

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule.

Where the Agreement is terminated for cause by the FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the FPRA or the City as a result of the termination.

NOTICE

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

To the ARTIST: Name: Jesse Jentzen
Address: 19672 White Horse Pl.
City/State/Zip: Cottonwood, CA 96022

To the FPRA: **Fort Pierce Redevelopment Agency**
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

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

SPECIAL PROVISIONS

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

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

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

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW; WAIVER OF JURY TRIAL

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

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

3. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

[SIGNATURE PAGE TO FOLLOW]

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

LINDA HUDSON, Chair
Fort Pierce Redevelopment Agency

ATTEST

LINDA W. COX, Agency Secretary

APPROVED AS TO FORM AND CORRECTNESS:

SARA K. HEDGES, Agency Attorney

ARTIST:

By: Jesse Jentzen
Jesse Jentzen (Jul 26, 2025 08:22:43 PDT)

Print: Jesse Jentzen

Date: 07/26/2025

Exhibit "A"



Currents of Florida: Life Below the Surface by Jesse Jentzen

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Sara Delgado, Redevelopment Specialist, Community and Economic Dev, FPRA Division

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Approve as to form & correctness the FPRA Mural Program Property Owner & Artist Agreements for 130 N. 2nd Street

CAO RLS FILE: 25-213

DATE: July 16, 2025

I have reviewed the above request for legal services related to a review of the FPRA Mural Program agreements with the artist and property owner. A clean copy of the Artist Agreement has been uploaded with a few, minor grammatical corrections; this copy is approved as to form and correctness. The Artist Release is also approved as to form and correctness with no additional edits.

In the Property Owner Agreement, the address used for the business (Page 3) does not match the addresses provided in their Sunbiz filing. Please be sure that the address documented is the address the business agrees to use for official communications. Once the address is confirmed, the Property Owner Agreement is approved as to form and correctness.

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

Thank you.

FPRA Regular Meeting - 5:05 PM **8. A.**

Meeting Date: August 12, 2025

Re: FPRA Resolution No. 25-12 re: King's Landing Villas - Amendment to Assigned and Assumed Development Agreement

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

PULLED AT THE REQUEST OF STAFF. FPRA Resolution 25-12 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

SUMMARY:

The City and the FPRA entered into an Agreement for Development of King's Landing with Audubon Development, Inc. (“Audubon”) on December 2, 2019 ("Original Agreement for Development"). The Agreement was amended by a First Amendment to Agreement for Development of King's Landing, dated February 3, 2020. On February 8, 2022, the Parties entered into an Amended and Restated Agreement for Development of King's Landing ("Amended and Restated Agreement") which superseded the Original Agreement for Development. The Amended and Restated Agreement was amended through a First Amendment to the Amended and Restated Agreement, dated November 21, 2022 (the "First Amendment"), a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024 (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"). On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Project along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”). Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner. The Amended and Restated Agreement contains a Reverter to the City and the FPRA (the “Reverter”) that requires the release of the Reverter upon certain performance measures being met. The Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner’s ability to obtain necessary financing. The Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property and a construction loan, which is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan. The Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement. The Amendment to Assigned and Assumed Agreement for Development of King’s Landing (Villas Plat) (the “Amendment”) reflects the amendments to terms for the Villas Plat Property only, to include the requirements for the reverter, the construction loan, future assignments and sales, and reporting. The Resolution authorizes the execution of the Amendment and the Release of Reverter by the City as to the Villas Plat Property, only.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Staff will proceed as directed.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Richard Chess, City Manager
Villas Plat Property Owner and Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

FPRA Resolution No. 25-12

Amendment to Assigned and Assumed Amended and Restated Agreement - King's Landing Villas (Exhibit A to Resolution)

Release of Reverter (Exhibit B to Resolution)

Performance Bond (Exhibit B to Amendment to Assigned and Assumed Agreement)

Construction Loan (Exhibit C to Amendment to Assigned and Assumed Agreement)

FPRA RESOLUTION NO. 25-12

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE FPRA'S REVERTER ON THE VILLAS PLAT PROPERTY ONLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan that is dependent upon the City's release of the Reverter within ninety (90) days of closing of the construction loan; and

WHEREAS, the Villas Plat Owner has requested a release of the City's Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement; and

WHEREAS, the City and the Villas Plat Owner desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties, and obligations and to modify certain rights and obligations as to the Villas Plat Property only; and

WHEREAS, the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment"), attached hereto as Exhibit A and fully incorporated herein by reference, reflects the amendments; and

WHEREAS, the Release of Reverter is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, the FPRA desires to enter into the Amendment and to release the FPRA's Reverter as it relates to the Villas Plat Property only.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FPRA approves and authorizes the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 3. The FPRA approves and authorizes the release of the Release of Reverter as to the Villas Plat Property only, attached hereto as Exhibit B and fully incorporated herein by reference.

SECTION 4. The Chair, Agency Clerk, and Agency Attorney are hereby authorized and directed to take all actions necessary to consummate the Amendment and the Release of Reverter.

SECTION 5. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, AGENCY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

_____
SARA HEDGES, AGENCY ATTORNEY

AMENDMENT TO
***ASSIGNED AND ASSUMED* AGREEMENT**
FOR DEVELOPMENT OF KING'S LANDING (VILLAS PLAT)

THIS AMENDMENT TO THE ASSIGNED AND ASSUMED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (Villas Plat) ("Amendment") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City "), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"); and KINGS LANDING FT PIERCE, LLC a Florida Limited Liability Company (hereafter referred to as "Villas Plat Owner"), whose mailing address is 3670 Macguire Blvd. #220, Orlando, FL 32803.

W I T N E S S E T H:

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

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

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment")(the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, all capitalized terms used in this Amendment which are not otherwise defined herein shall have the meaning assigned in the Amended and Restated Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project which is legally described as set forth on Exhibit A hereto (the "Villas Plat Property") from Audubon to the Villas Plat Owner; and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHERAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property, attached as Exhibit B; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan, attached hereto as Exhibit C, that is dependent upon the City's release of the Reverter within ninety (90) days of the June 12, 2025 closing of the construction loan; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties and obligations and to modify certain rights and obligations as to the Villas Plat Property only.

NOW THEREFORE, for good and valuable consideration, the undersigned parties to this Amendment do hereby amend the assigned and assumed Amended and Restated Agreement as set forth herein:

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

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

3. **Applicability.** The amendments stated herein are as to the Villas Plat Property only and shall not be construed as affecting or implementing the remaining property encumbered by the Amended and Restated Agreement and applicable amendments thereto.

4. **Reverter.** Section 10(b) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

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

5. **Performance Bond.** Section 10(d) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

   The Villas Plat Owner shall obtain a performance bond for the construction of the site work for the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for site work. The bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless the Villas Plat Owner and the City mutually agree to a different form. Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded project.

6. **Partial Release of Reverter**. Through this Amendment, the Parties agree Section 10(b) and Section 10(d), both as amended above, of the Amended and Restated Agreement has been satisfied with respect to the Villas Plat Property. Therefore, the City and FPRA desire to release their reversion interest in the Villas Plat Property only, pursuant to the Release of Reverter, attached hereto as Exhibit D and fully incorporated herein by reference. The Parties agree this release shall be binding upon the City and the FPRA and their successors and assigns and shall inure to the benefit of the Villas Plat Owner and its successors and assigns.

7. **Reporting Requirements.** Notwithstanding any provision in the Second Amendment to the contrary, the Villas Plat Owner shall provide quarterly Written Progress Updates to the City commencing September 1, 2025, and every three (3) months thereafter, on the first (1st) of each required month, and FPRA and shall make Progress Update Presentations before the City only if requested by the City or FPRA. This obligation of the Villas Plat Owner shall terminate upon the sale of the last lot (with a home) within the Villas Plat Property to an end-user.

8. **Individual Lot/Unit Sales.** Notwithstanding any provision in the Amended and Restated Agreement to the contrary, the requirement for prior notice to and approval

by the City of any sale, conveyance, or transfer of all or any portion of the Property shall not apply to the sale, conveyance, or transfer of individual residential lots or dwelling units that are part of a duly recorded residential subdivision plat or condominium for the Villas Plat Property, where such lots or units are intended for sale to end users in the ordinary course of development and marketing of the residential community. Such transfers shall be deemed exempt from the notice and approval requirements set forth in Section 12 of the Amended and Restated Agreement. In addition, upon the sale of a platted lot within the Villas Plat Property with a home to an end-user and upon a Certificate of Occupancy being issued, the Amended and Restated Agreement shall automatically terminate with respect to such lot and the Villas Plat Owner shall be entitled to record an affidavit, with the Certificate of Occupancy attached, in the public records confirming that the transfer of the lot was with an end-user with a home and any title company insuring title to such lot may rely upon such affidavit for purposes of deleting the Amended and Restated Agreement from title. Should a unilateral affidavit not be accepted by the title company, the City Commission and FPRA Board authorize the City Manager and FPRA Director and the City Attorney and the Agency Attorney, respectively, to review, approve, and execute an affidavit for purposes of deleting the Amended and Restated Agreement from the title, so long as the Certificate of Occupancy is attached and all requirements herein have been met.

9. **Future Assignment/Transfer Prior to Completion.** Section 12 of the Amended and Restated Agreement is amended to require any future assignment or transfer of the Villas Plat Property through a sale, ground lease, or joint venture agreement prior to completion of the entire Project shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

10. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:

    To Villas Plat Owner:

    INB Homes
    3670 Maguire Blvd., Suite 220
    Orlando, Florida 32830
    Attn: Rainer Richter, Executive Vice President
    E-mail: R.Richter@inbhomes.com

With a copy to:

GODBOLD, DOWNING, BILL & RENTZ, P.A.
222 W. Comstock Ave., Suite 101
Winter Park, FL 32789
Attention: Travis Rentz
Email: trentz@gdb-law.com

11. **No Further Amendment of Amended and Restated Agreement.** Except as explicitly and specifically amended by this Amendment, the Amended and Restated Agreement shall remain in full force and effect and binding upon the Villas Plat Owner.

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

[Remainder of page intentionally left blank – signature pages to follow]

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

WITNESSES:

"Villas Plat Owner"

KINGS LANDING FT PIERCE, LLC, a Florida limited liability company

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025,
by_____ as _____ for KINGS LANDING FT PIERCE, LLC, a Florida limited liability company. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

_____ [Space Above This Line For Recording Data] _____

RELEASE OF REVERTER
TO ASSIGNED AND ASSUMED AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING
VILLAS PLAT PROPERTY

Date: August 12, 2025

Parties:

"**City of Fort Pierce**" is the City of Fort Pierce, a Florida municipal corporation, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

"**FPRA**" is Fort Pierce Redevelopment Agency, a community redevelopment agency establish pursuant to Florida Statutes Chapter 163, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

BACKGROUND

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

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

C. Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment").

D. Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

E. On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner").

F. Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

G. The Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter").

H. The Amended and Restated Agreement required the release of the Reverter upon certain performance measures being met.

I. The Amended and Restated Agreement was amended through an Amendment to the Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amended Assigned and Assumed Agreement (Villas Plat)"), which *inter alia* amended the performance bond and construction loan requirements for the Villas Plat Property, as described in the legal description attached hereto at Exhibit A and incorporated herein by reference, to allow the release of the Reverter as it relates to the Villas Plat Property only.

J. The City approved Resolution No. 25-R51 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

K. The FPRA approved Resolution No. 25-12 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

NOW THEREFORE, for the premises above stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. The City hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

2. The FPRA hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

3. Except as set forth above, the Amended and Restated Agreement and the Amended Assigned and Assumed Agreement (Villas Plat) are hereby reaffirmed in all respects and remains in full force and effect.

4. This instrument may be executed in counterparts, each of which when taken together with constitute one and the same instrument.

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

PERFORMANCE AND/OR PAYMENT BONDS ATTACHED

Attached, please find the Performance and/or Payment Bonds that you've requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
PHONE: 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bonds Number GSA01800147
(hereinafter individually referred to as "Performance Bond" or Payment Bond and collectively referred to as "Bonds")
issued by, The Gray Casualty & Surety Company, as Surety, on the 28 day of March ,2025

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bonds in connection with the contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to executed and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City of Fort Pierce** shall be added to the Bond as a named Obligee
(hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety Shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. All the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.
3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment bond; the Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed and sealed this 28 day of March, 2025.

Principal: INB Homes
By: _____
Print: RAINER RICHTER

Surety: The Gray Casualty & Surety Company
By: _____
Print: Mark D. Leskanic, Attorney-in-Fact

Primary Obligee: Kings Landing Ft. Pierce, LLC
By: _____
Print: RAINER RICHTER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA01800147 **Principal:** INB Homes

Project: 22-310 - Villas at Kings Landing - Site Work

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GSA01800147

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INB Homes
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009 - 6202

OWNER:
(Name, legal status and address)
Kings Landing Ft. Pierce, LLC
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

CONSTRUCTION CONTRACT
Date: , 2025

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Description:
(Name and location)
22-310 - Villas at Kings Landing - Site Work

BOND
Date: March 28th , 2025
(Not earlier than Construction Contract Date)

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Modifications to this Bond: ☐ None ☑ See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
INB Homes
Signature:
Name and Title: Rainer Richter EVP

SURETY
Company: *(Corporate Seal)*
The Gray Casualty & Surety Company
Signature:
Name and Title: Mark D. Leskanic, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Professionals, Inc.
1661 Worcester Road, Suite 207
Framingham, MA 01701

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Dual Obligee Rider

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Loan No.: G25018254

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "**Agreement**") is entered into as of 6/12/2025 (the "**Closing Date**") by KINGS LANDING FT PIERCE LLC, a Florida limited liability company ("**Borrower**"), and GENESIS CAPITAL, LLC, a Delaware limited liability company ("**Lender**").

R E C I T A L S

A. Borrower has requested that Lender make a loan to it in the aggregate principal amount of up to $6,417,600.00 (the "Loan").

B. Lender is willing to make the Loan to Borrower subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Lender and Borrower hereby agree as follows.

1. CERTAIN DEFINITIONS. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the definitions exhibit attached hereto as Exhibit A.

2. LOAN; GENERAL.

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow the principal sum of $6,417,600.00 said sum to be evidenced by the Note and which shall be repaid in accordance with the terms of the Note and the other Loan Documents. The Loan is not a revolving credit line, and no payments or credits shall increase the maximum amount of advances available from the Loan.

2.2 Purpose. Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used for the construction of the Property and the Project and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents.

2.3 Grant of Security Interest in Property. The Note shall be secured, in part, by the Security Instrument encumbering certain real property and improvements as described therein.

2.4 Advances.

(a) **Initial Advance**. Subject to the provisions of this Agreement, upon written request by Borrower, pursuant to Section 3.1 below, Lender shall make the Initial Advance to Borrower on the Closing Date.

(b) **Construction Advances**. Subject to the provisions of this Agreement, upon written request by Borrower, Lender shall make a Construction Advance to Borrower, from time to time, within two (2) Business Days after all

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conditions precedent to making a Construction Advance (including those set forth in Sections 3.1 and 3.2 below), have been met.

(c) **Limitations**.

(i) Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Advances at any one time outstanding (with the exception of any Protective Advances (as hereinafter defined)) shall not exceed the amount of the Loan, and in no event shall the total Committed Loan Funds, as of such date of determination, exceed the maximum amount of the Loan.

(ii) Unless otherwise permitted by Lender, Advances shall be made (if at all) not more frequently than one (1) time in any calendar week and in a manner consistent with this Agreement and the Loan Budget.

(iii) In no event shall Lender be obligated to make Advances in excess of the percentage of construction completed as certified by Lender's inspector. The maximum amount of advances which Borrower may request for the Project or for any component or phase thereof shall be as set forth in the Loan Budget.

(iv) If required by Lender in its sole and absolute discretion, all Advances shall be made into an account of Borrower that is subject to the Deposit Account Control Agreement.

(v) Lender shall not be obligated to disburse Loan proceeds for the payment of any cost if the amount of such cost, together with the amounts of other costs included within the same "line-item" in the Loan Budget for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Loan Budget for such line-item, unless Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in nature satisfactory to Lender, of at least an equal amount in another line-item in the Loan Budget, and Lender approves a revision to the Loan Budget.

2.5 Loan Fees and Expenses. A non-refundable loan fee of 1.00% of the maximum principal amount of the Note as of the date hereof shall be earned by Lender upon execution of the Loan Documents and shall be due and payable by Borrower on the date hereof. In addition, Borrower shall pay to Lender, on the date hereof, those certain amounts referenced in the settlement statement approved by Lender in connection with the closing of the Loan.

2.5.1 Multiple Units. If the Property consists of more than one (1) Units (as such term is defined in the attached Exhibit E), the provisions of Exhibit E shall apply to this Agreement.

3. ADVANCES.

3.1 Closing Conditions; Advances. Lender's obligation to make any Advances (including the Initial Advance, if any) or take any other action under the Loan Documents shall be

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subject at all times to satisfaction of each and every one of the following conditions precedent in Lender's discretion:

(a) Receipt and approval by Lender of an executed original of this Agreement, each of the Loan Documents, and any and all other documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Agreement or any of the other Loan Documents or as otherwise required by Lender, each in form and content acceptable to Lender;

(b) There shall exist no Default or Event of Default under this Agreement or any of the Loan Documents;

(c) The Security Instrument is a valid lien upon the Property and is prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing (and, for the avoidance of doubt, the only liens or encumbrances affecting the Property are the Permitted Encumbrances);

(d) No Balancing Event (as defined below) shall then exist;

(e) Lender shall have received and approved a final Loan Budget;

(f) Lender shall have received and approved the following: (i) a written appraisal prepared in conformance with the requirements of FIRREA, as well as any other applicable rules or regulations from any and all applicable governmental authorities (subject to review and adjustment by Lender consistent with Lender's standard practices); (ii) evidence of the insurance coverage required under this Agreement; (iii) if requested by Lender, a soils and geology report for the Property; (iv) a Site Assessment with respect to the Property; (v) two (2) sets of the Plans and Specifications, certified as complete by the architect, together with evidence of all necessary or appropriate approvals of governmental agencies or private parties; (vi) copies of all agreements which are material to Completion of the Project, and, at Lender's option, an assignment of each and a Design Professional Consent from any applicable parties; (vii) copy of the General Contractor Agreement executed by Borrower in connection therewith with a Lender-approved General Contractor and, if required by Lender, a General Contractor Consent from such party (viii) copies of all Project Permits; (ix) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Project; (x) copies of all Lender-approved Trade Contracts then in effect for the Project and, if required by Lender, an executed Trade Contractor Consent for each Trade Contractor who is to receive proceeds of any Construction Advance; (xi) a list of all Project Documents in effect for the Project as of the date of such request for Advance and copies of all such Project Documents (including any new Project Documents and any Change Orders to any Project Documents, in each case, executed after the Closing Date or the date of the last Advance Request, as the case may be), and Lender shall have approved of any Change Order (to the extent Lender's approval is required hereunder) with respect to a Project Document for which Borrower is requesting a payment; and (xii) if requested by Lender, any seismic reports on the Property;

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(g) Borrower shall have presented evidence satisfactory to Lender that it has contributed equity in the Property and Project in the amount in the Loan Budget;

(h) Borrower shall have (i) provided any costing review documents requested or required by Lender, which costing review documents shall be subject to the review and approval of Lender's consultant and engineering team, (ii) paid a costing review fee in the amount required by Lender, and (iii) to the extent required by Lender based on the results of the costing review, funded any additional equity in the amount reasonably required by Lender;

(i) The representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and as of the date of each Advance or any other amounts pursuant to the Loan Documents;

(j) If required by Lender, Lender shall have received evidence that each of Borrower and Guarantor is in good standing (and if applicable, duly qualified as a foreign entity) in the state in which such entities are organized as of the date hereof and the states where such entities conduct business;

(k) Lender shall have received a commitment by a title company to issue the Title Policy (together with copies of all exceptions) in form and substance acceptable to Lender;

(l) If required by Lender, Lender shall have received legal opinions issued by counsel for Borrower and each other Borrower Party, as required by Lender;

(m) If required by Lender, Lender shall have received current Uniform Commercial Code searches for Borrower and each other Borrower Party, and, if required by Lender, the immediately preceding owner of the Property;

(n) If required by Lender, Lender shall have received evidence of insurance as required by this Agreement;

(o) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have a Material Adverse Effect;

(p) Borrower shall have paid or reimbursed all of Lender's outstanding fees and expenses (including the out-of-pocket fees and expenses of Lender's construction consultant(s), if any, and all other out-of-pocket fees, costs and expenses of Lender (including any draw fees and any fees and expenses of outside legal counsel) relating to the Loan, to the extent then due and payable, as well as all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the acquisition of the

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Property, evidence of such payment to be accompanied by any waivers or indemnifications deemed necessary by Lender;

(q) The Property shall comply in all material respects with all Legal Requirements;

(r) Such other documents or items as Lender or its counsel may require in their sole and absolute discretion (including credit and litigation information on Borrower and each other Borrower Party); and

(s) Lender shall have received and approved organizational documents, resolutions, certificates and consents with respect to Borrower (and the partners, members, managers or joint venturers of Borrower (if any)), all Guarantors (and the partners, members, managers or joint venturers of all such Guarantors (if any)), and such other related entities as Lender may require.

3.2 Request for Construction Advance; Additional Conditions. With respect to each Advance Request for a Construction Advance, each of the following conditions must be met prior to any such Advance being funded:

(a) Borrower shall (i) have obtained from the title company that issued the Title Policy (to the extent available in the applicable jurisdiction), a continuation of title endorsement (and if such endorsement is not available, such other evidence as may be required by Lender, including an updated title report) showing title to the Property vested in Borrower, with no subordinate items and with no exceptions to title of such Property other than Permitted Encumbrances (with affirmative insurance that no Taxes are delinquent, no mechanic's or supplier's liens have attached (or if inchoate mechanic's or supplier's liens have, that they are subordinate to the lien of the Security Instruments encumbering the Property), and, if available and applicable, that neither public nor private conditions, covenants or restrictions, if any, affecting the Property have been violated); (ii) if required by Lender, in its sole discretion, a title update endorsement issued concurrently with each Advance; and (iii) any other endorsements Lender may reasonably require in connection with such Advance; in each such case as required by Lender and at Borrower's sole cost and expense;

(b) Lender shall have received a certificate of Borrower with respect to any construction work constituting the applicable Project Expenditures to be funded by such Advance (a) certifying that whatever portion of such work has been completed to date has been completed in a good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications therefor, (b) including (with the Advance Request) a copy of any license, permit or other approval by any Governmental Authority required to commence the applicable Project Expenditures for which such Advance is sought, (c) including copies of all bills, invoices, receipts and other documentation requested by Lender to be reimbursed or paid by such Advance, (d) identifying each Person that supplied materials or labor in connection with the Project Expenditures to be funded by the requested Advance, (e) certifying that each such Person has been paid in full or will be paid in full in respect of such work promptly after receipt of such Advance, (f) accompanied by conditional lien waivers or other evidence of lien release upon payment satisfactory to Lender, (g) stating that all

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prior Advances (if any) have been spent on the expenses for which such Advances were made, (h) including a reconciliation by Borrower of the progress and cost of the completion of the Project through the date of such Advance Request with the Project Schedule and the Loan Budget, together with a projection of such progress and cost through to Completion, (i) including an anticipated cost report in a form reasonably acceptable to Lender, which indicates the costs anticipated to Complete the Project, after giving effect to costs, if any, incurred during the previous month (or the date of the last preceding Advance Request, as the case may be) (including a description of any reasonably projected cost overruns), (j) including a list of reasonably anticipated Change Orders to the Project Documents that may be made within the ensuing sixty (60) days after such Advance Request (regardless as to whether Lender's approval is required for any such Change Order), and (k) certifying that no Balancing Event then exists;

(c) Lender shall have received evidence satisfactory to it that Borrower has paid (or will pay concurrently with the funding of such Advance), from its own funds, the actual cost of the applicable Project Expenditure(s) less the amount to be advanced by Lender hereunder for such Project Expenditure(s) (it being agreed that if required by Lender, such amount shall be paid to Lender, and Lender shall pay the applicable invoice from such funds and such Advance);

(d) Lender shall have determined that the applicable work with respect to which the Advance has been requested has been completed in good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications;

(e) Lender shall have determined that the amount of unfunded Advances available to Borrower hereunder for the payment of all of the work comprising the Project that have not been completed, based on the applicable Committed Loan Funds as compared to all Advances that have been made prior to such date of determination for the Project, is not less than the amount actually necessary (as determined by Lender) to pay for the cost of all such work comprising the Project that has not been completed through the completion thereof (the failure of the foregoing to be true, a "**Balancing Event**") (or Borrower shall have delivered immediately available funds to Lender in the amount of such difference, which funds shall be held in a Reserve Account and disbursed to Borrower for the payment of Project Expenditures prior to the making of any further Advances for the payment of such Project Expenditures);

(f) Each requested Advance may be reduced by the Retainage applicable to such costs, and the amount of all such Retainage shall be advanced to Borrower only upon the Completion of the Project; provided, however, at Lender's sole option, Lender may withhold from the final disbursement of Loan proceeds the entire amount of the Retainage in lieu of reducing each individual Advance by the amount of the Retainage;

(g) The portion of the Loan Budget shown as being allocated as a contingency reserve ("Contingency Reserve"), and any increases in the Contingency Reserve pursuant hereto, shall be reallocated to such other line items in the Loan Budget as Borrower shall, from time to time, request in writing and Lender shall approve in its sole and absolute discretion. After any such

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reallocation, the portion of the Contingency Reserve that has been reallocated will be disbursed in accordance with the provisions governing the disbursement of Loan proceeds (including the conditions and restrictions set forth in this Section 3). If the actual cost or a revised guaranteed cost of a line item is less than the maximum amount of the Loan Budget allocated to any such line item, then any such excess amounts may be reallocated to the Contingency Reserve from time to time upon Borrower's written request and Lender's approval in its sole and absolute discretion. The reallocation, depletion, refusal of Lender to increase, reallocate or deplete the Contingency Reserve shall not release Borrower from any of Borrower's obligations under the Loan Documents;

(h) No Advances shall be made for Stored Materials unless (A) Lender shall have reasonably determined that the Stored Materials Conditions have been satisfied with respect to such Stored Materials (and that they remain satisfied with respect to any subsequent Advance for Stored Materials) and (B) Lender otherwise approves of such Advance, which approval Lender may grant or withhold in its sole discretion;

(i) At Lender's option, Lender shall have approved of "subguard" insurance policies with respect to each Trade Contract, to the extent a copy of such Trade Contract is requested by Lender, with respect to which such Advance is requested, and the same shall then be in full force and effect;

(j) Lender has determined that the Project is progressing in material compliance with the Project Schedule;

(k) All Advance Requests shall clearly identify any amounts requested for payment to an Affiliate. Unless expressly set forth in the then effective Loan Budget or this Agreement, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Affiliate shall be paid directly or indirectly from any proceeds of the Loan without Lender's prior written approval; and

(l) For each Subsequent Advance, Borrower shall pay a draw fee of $100.00 per Advance and Lender shall order inspections with photographs of the Property. The draw fee for each Subsequent Advance shall be added to the payoff amount of the Loan.

Each Advance Request delivered by Borrower to Lender, whether to request an Initial Advance or any Subsequent Advance, shall be deemed to be a representation and warranty that (i) the information contained in the Advance Request is true and correct in all material respects, (ii) no Default or Event of Default has occurred or is continuing under any of the Loan Documents and (iii) all representations and warranties under this Agreement and the other Loan Documents are true, correct and complete and not misleading in any respect on the date of such Advance Request, as if such representations and warranties were made on such date.

3.3 Full Repayment and Reconveyance, Satisfaction or Release. Upon receipt of all sums owing and outstanding under the Note and the Loan Documents, and the full performance of all other obligations secured by the Security Instrument, Lender shall reconvey, satisfy or release the Property from the lien of the Security Instrument and terminate any assignment of leases and rents or UCC-financing statements related to the Collateral; provided,

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however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance, satisfaction or release: (a) Lender shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance, satisfaction or release, the payment of any and all sums then due and payable under the Loan Documents, and the full payment and performance of all other obligations secured by the Security Instrument, including those set forth in the Note and the Security Instrument; and (b) Lender shall have received a written release satisfactory to Lender of any set aside letter, letter of credit or other form of undertaking which Lender has issued to any surety, governmental agency or any other party in connection with the Loan or the Property. Lender's obligation to make further disbursements under the Loan shall terminate as to any portion of the Loan undisbursed as of the date of issuance of such reconveyance, satisfaction or release, and any commitment of Lender to lend any undisbursed portion of the Loan shall be cancelled. For avoidance of doubt, the Property may not be sold by Borrower unless it is released (and the required payment is made) pursuant to this Section prior to or concurrently with such sale.

3.4 Balancing Event. At any time Lender shall have determined that a Balancing Event exists, Borrower shall deliver to Lender, within five (5) Business Days after Lender's written demand therefor, immediately available funds in the amount necessary to cause such Balancing Event to no longer exist. Such amounts will be held in a deposit account established by Lender from time to time (the "Project Expenditure Reserve Account"). So long as no Event of Default then exists, the funds in the Project Expenditure Reserve Account shall be disbursed by Lender at Borrower's request in connection with the making of a Construction Advance for Project Expenditures pursuant to this Section 3 in the same manner subject to all terms and conditions applicable thereto, and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, after the occurrence and during the continuance of a Balancing Event, all funds in the Project Expenditure Reserve Account (if any) shall be fully disbursed to Borrower prior to the making of any further Construction Advances for Project Expenditures.

3.5 Interest Reserve. To the extent Lender requires a reserve for payments of interest accrued on the outstanding principal balance of the Loan (whether included in the Loan Budget or otherwise), then (a) amounts from such interest reserve shall be disbursed as determined by Lender and subject to any applicable disbursement conditions in this Agreement; (b) if any time the interest reserve is insufficient or unavailable to pay all accrued interest, Borrower agrees to pay all accrued interest when due and payable; and (c) depletion of such interest reserve shall not release Borrower from any of Borrower's obligations to pay interest accruing under the Note. Borrower hereby irrevocably authorizes Lender to make any interest payment on Borrower's behalf by debiting the interest reserve in the amount of the payment and applying the debited amount to accrued and unpaid interest on the Loan, and Lender will automatically debit the interest reserve each month to satisfy such accrued and unpaid interest so long as there are sufficient funds remaining in the interest reserve. For the avoidance of doubt, interest will accrue on amounts debited from the interest reserve from the date such funds are advanced.

3.6 Recourse. The Loan shall be full recourse to Borrower and all of its assets, whether now owned or hereafter acquired or in which Borrower otherwise has an interest, and all proceeds thereof.

3.7 ACH. Upon the earlier of (a) all interest reserve funds, if any, having been disbursed from the interest reserve account, or (b) any extension of the Loan, Borrower covenants

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and agrees to use the Federal Banking System's ACH program to remit all regular monthly debt service payments under the Note.

4. PAYMENT. All payments shall be made pursuant to the terms and conditions of the Note and the other Loan Documents.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Borrower Representations. Borrower represents and warrants as of the date hereof and as of the date of each Advance that:

5.1.1 Authority/Enforceability. Each Borrower Party is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers and organizational authority to own, develop and operate the Property and improvements as contemplated by the Loan Documents.

5.1.2 Binding Obligations. Each applicable Borrower Party is authorized to execute, deliver and perform its obligations under the Loan Documents, and such obligations shall be valid and binding obligations of the applicable Borrower Party.

5.1.3 Formation and Organizational Documents. Borrower has delivered to Lender all formation and organizational documents of Borrower, the general partner or managing member of Borrower, and of all Guarantors of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower shall immediately provide Lender with copies of any amendments or modifications of the formation or organizational documents. Borrower shall not, without the prior written consent of Lender, modify or amend its operating agreement or partnership agreement or other organizational documents in any way that would have an adverse effect on its ability to own and operate the Property or to perform under the Loan Documents.

5.1.4 No Proceedings or Litigation. Except as disclosed to Lender in writing, there are no claims, actions, suits, or proceedings pending, or, to Borrower's knowledge, threatened, against Borrower or affecting the Property.

5.1.5 No Defaults. No Borrower Party is in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default is reasonably expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of any the Property or might have consequences that would materially or adversely affect Borrower Party's performance hereunder or under any of the Loan Documents.

5.1.6 Consents. No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by any Borrower Party of, or compliance by any Borrower Party with, this Agreement or any other Loan Document or the consummation of the transactions contemplated hereby, other than those which have been obtained by the applicable Borrower Party.

5.1.7 Title. Borrower is the record and beneficial owner of, and has good and marketable title to, the Property, free and clear of all Liens whatsoever other than the Permitted Encumbrances, and lawfully holds and possesses the Property and has the right to

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encumber the same. Without limiting the generality of the foregoing, Borrower has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property. The Security Instrument, when recorded, will create valid, perfected first-priority security interest in and to the Property and the Collateral in favor of Lender. To the extent Lender requires Borrower to enter into the Equity Owner Pledge, the Equity Owner Pledge, together with the Uniform Commercial Code financing statements required to be filed in connection therewith, will create valid, perfected first-priority security interests in and to the ownership interests in Borrower.

5.1.8 No Plan Assets. As of the date hereof and throughout the term of the Loan (a) each Borrower Party is not and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (b) none of the assets of any Borrower Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101, (c) each Borrower Party is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (d) transactions by or with any Borrower Party are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

5.1.9 Compliance. Borrower and the Property and the current use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. Neither Borrower nor any other Borrower Party is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. Neither Borrower nor any other Borrower Party has committed any act that may give any Governmental Authority the right to cause Borrower or any Borrower Party to forfeit the Property or any part thereof or any monies paid in performance of Borrower's Obligations under any of the Loan Documents.

5.1.10 Financial Information. All financial data, including, without limitation, the statements of cash flow and income and operating expense and any proposed budget, that have been delivered to Lender in respect of Borrower, the other Borrower Parties, the Property or the Project fairly present the financial condition of Borrower, each other Borrower Party, the Property and the Project, as applicable, as of the date of such reports and have been prepared in accordance with GAAP, a cash basis accounting method, or other generally accepted accounting principles approved by Lender (in Lender's commercially reasonable discretion), and consistently applied, throughout the periods covered, except as disclosed therein. Except as disclosed therein, neither Borrower nor any other Borrower Party has any contingent liabilities, liabilities for taxes, unusual forward or long term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower or any other Borrower Party. Since the date of the financial statements (including any proposed budget), there has been no material adverse change in the financial condition, operations or business of Borrower, any other Borrower Party, the Property or the Project from that set forth in said financial statements.

5.1.11 Single Purpose. Unless otherwise permitted by Lender, Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full (provided, however, that nothing in this Section shall require any shareholder, partner or member of Borrower or Equity Owner to make additional capital contributions to either of them): (a) Borrower has not owned nor will own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership thereof; (b) Borrower has not engaged nor will engage in any business other than the acquisition, ownership, management, development, operation, renovation and sale of the Property. Each of Borrower and Equity Owner will conduct and operate its business as presently

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conducted and operated; (c) Borrower has not incurred nor will incur any Indebtedness except as provided in the Loan Documents; (d) Borrower has not made nor will make any loans or advances to any third party (including any Affiliate of Borrower); (e) each of Borrower and Equity Owner is solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due; (f) each of Borrower and Equity Owner has done or caused to be done and will do all things necessary to observe organizational requirements and formalities and preserve its existence, and neither Borrower nor Equity Owner will amend, modify or otherwise change its certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents without the prior consent of Lender in any manner that (i) violates the single purpose covenants set forth in this Section, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent; (g) Borrower will (i) maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party, (ii) not cause or permit its assets to be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that such assets shall be listed on Borrower's own separate balance sheet, (iii) except to the extent Borrower is disregarded for tax purposes, file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person, and (iv) maintain its books, records, resolutions and agreements as official records; (h) Borrower has been, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party thereof). Borrower shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name; (i) neither Borrower nor Equity Owner will seek or effect its dissolution, division, winding up, liquidation, consolidation or merger, in whole or in part; (j) Borrower will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and Borrower will hold all of its assets in its own name; (k) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person; (l) Borrower will not guarantee nor become obligated for the debts of any other Person nor will either hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person; (m) Borrower will not permit any Affiliate or constituent party independent access to its bank accounts; (n) Borrower shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations; (o) Borrower shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; (p) Borrower is and will remain organized in the State in which it was formed as a limited liability company; (q) no indemnity payment from the funds of Borrower or Equity Owner (as distinct from funds from other sources such as insurance) of any indemnity under any agreement (other than the Loan Documents) to which Borrower or any Equity Owner may be a party (including under such party's organizational documents) shall be payable from amounts allocable to any other Person, including Lender, pursuant to any of the Loan Documents, and (r) neither Borrower nor Equity Owner nor any other Person on behalf of Borrower shall, without the affirmative vote of one hundred percent (100%) of the members, partners or stockholders of Borrower: (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it; (iii) file a petition seeking, or consenting to, reorganization or relief under applicable federal or state law relating to bankruptcy; (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of its property; (v) make any assignment for the benefit of creditors; (vi) admit in writing its inability to

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pay its debts generally as they become due or declare or effect a moratorium on its debts; or (vii) take any action in furtherance of any such action (each of the actions described in the foregoing clauses (i) through (vii), with respect to any individual or entity, are referred to herein as a "Bankruptcy Action").

5.1.12 Tax Filings. Each of Borrower and Equity Owner has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid (unless they are not yet past due) or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable thereby. Each of Borrower and Equity Owner believes that its tax returns (if any) properly reflect the income and taxes of Borrower or Equity Owner, as applicable, for the periods covered thereby.

5.1.13 Solvency. Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its Obligations. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Neither Borrower nor any other Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any other Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

5.1.14 No Contractual Obligations, Restrictions or Defaults. Other than the Loan Documents, Borrower is not subject to any contractual obligations pursuant to which its assets are bound, nor has it incurred any Indebtedness. Neither Borrower nor any other Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Property or the business, operations, or condition (financial or otherwise) of Borrower or any other Borrower Party. Neither Borrower nor any other Borrower Party is in violation of any agreement which violation would have a material adverse effect on the Property, Borrower, or any other Borrower Party or Borrower's or any other Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

5.1.15 Federal Trade Embargoes. Borrower and each other Borrower Party is in compliance with all Federal Trade Embargoes in all material respects. No Embargoed Person owns any direct or indirect equity interest in any Borrower Party. No Borrower Party shall knowingly deal with any Person identified on the OFAC List.

5.1.16 Additional Representations and Warranties With Respect to the Property.

(a) **Nature of Property**. The Property is not, nor shall it be, used for commercial purposes (other than for rental income). Borrower shall not

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allow changes in the stated use of the Property from that disclosed to Lender at the time of execution hereof without prior notice to, and prior written consent from, Lender.

(b) **Compliance with Law; Property Condition**. Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate, repair and renovate (if applicable) the Property and carry on its business. None of Borrower, nor any other Borrower Parties or the Property or the Project are in violation in any material respect of any law, ordinance, regulation, or rule (federal, state, or local), including all permits and approvals issued thereunder affecting Borrower's right and qualification to do business, the construction and installation of the improvements located or to be located upon the Property, the operation, leasing, financing or sale of the Property and the occupancy, use and enjoyment thereof. Without limitation on the foregoing, Borrower and the Property comply with all applicable laws relating to accessibility for the handicapped, including The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, and The Americans With Disabilities Act of 1990. The Property is free of structural defects and other material physical or mechanical defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear.

(c) **Utilities**. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the improvements.

(d) **Insurance**. The Property is covered by a policy of hazard insurance and insurance against other insurable risks and hazards as are customary in the area where the Property is located and in accordance with Lender's underwriting criteria, in an amount not less than the greatest of (i) 100% of the replacement cost of all improvements to the Property, (ii) the outstanding principal balance of the Loan, and (iii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property or such maximum lesser amount as permitted by applicable law, all in a form usual and customary in the industry and that is in full force and effect, and all amounts required to have been paid under any such policy have been paid. If any portion of the Property is in an area identified by any federal Governmental Authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Emergency Management Agency is in effect and shall be maintained for the term of the Loan with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1974. All such insurance policies (collectively, the "**hazard insurance policy**") contain a standard mortgagee clause naming Lender, its successors and assigns, as mortgagee, and may not be reduced, terminated or canceled without 30 days' prior written notice to the mortgagee. All premiums on each such insurance policy have been paid. The hazard insurance policy is the valid and binding obligation of

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the insurer and is in full force and effect. Borrower has not engaged in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other Person, and no such unlawful items have been received, retained or realized by Borrower.

(e) **Ownership and Encumbrances**.

(i) **Ownership**. Borrower is and will at all times be the legal and equitable owner of the Property subject only to Permitted Encumbrances (and subject to releases permitted hereunder).

(ii) **No Leases or Occupancy**. The Property are not subject to any leases, licenses or other occupancy agreements, except as may have been approved by Lender. In addition, there are no tenants or other parties occupying the Property, except as may have been approved by Lender.

(iii) **Authority to Encumber**. Borrower has, and will continue to have, the full right and authority to encumber the Property in favor of Lender.

(iv) **Validity of the Lien Created by Each Security Instrument**. The Lien created by each Security Instrument is (a) legal, valid, binding and enforceable subject to bankruptcy, insolvency, moratorium, reorganization or similar laws and equitable principles of general application, (b) encumbers the entirety of the Property of Borrower, and (c) is first-priority except for Permitted Encumbrances.

(f) **Taxes**. The Property will be comprised of one or more parcels, each of which constitutes a separate legal parcel and a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's knowledge, proposed, special or other assessments for public improvements or otherwise affecting any of the Property, nor are there any contemplated improvements to any of the Property that may result in such special or other assessments.

(g) **Accuracy of Documents**. Any survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, rent roll and income and expense reports, and all other books and records relating to the Property and all other budgets (including estimated budgets), contracts or documents delivered to Lender in connection with the Loan and the Loan Documents are true, correct and complete copies of such documents, in all material respects.

(h) **Hazardous Materials**. The Property complies, in all material respects, with all Hazardous Materials Laws as to use and conditions on, under or about the Property including soil and groundwater condition. Neither Borrower nor any Borrower Party, nor, to Borrower's knowledge, any other person, has used, generated, manufactured, stored or disposed of on, under or about the

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Property or transported to or from the Property any Hazardous Materials. To Borrower's knowledge, there are no Hazardous Materials in, attributable to or affecting the Property or the area within 2,000 feet of the Property (and the area is not otherwise subject to recorded land use restrictions by reason of its proximity to Hazardous Materials). Without limitation on the foregoing, to Borrower's knowledge: (i) the primary potable or drinking water source and groundwater have never been known to exceed the EPA Recommended Maximum Contaminant Level Goals set forth under the Safe Drinking Water Act and Clean Water Act, as amended; (ii) there is not and has never been landfill containing decomposable material, petroleum wells, mineral bearing mines, sewage treatment facilities, underground storage tanks, sinkholes, radon or other toxic emissions within 2,000 feet of any boundary of the Property (and the Property is not otherwise subject to recorded land use restrictions by reason of its proximity to any of the foregoing), and (iii) no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing polychlorinated biphenyls (PCBs) have been located on the Property at any time.

5.1.17 Additional Representations and Warranties With Respect to the Project.

(a) Borrower has all necessary power and authority to enter into and perform its respective obligations under each of the Project Documents to which Borrower is a party, and all other agreements and instruments to be executed by Borrower in connection with the construction and the development of the Project. The Project Documents to which Borrower is a party have been duly executed and delivered by Borrower. The Project Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws generally affecting rights of creditors and the enforcement of debtors' obligations, and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The completion of the Project and the execution, delivery and performance by Borrower of its obligations under, and the consummation of the transactions contemplated by, each of the Project Documents to which Borrower is, or will be, a party, and all other agreements and instruments to be executed by Borrower in connection therewith do not and will not (i) violate, in any material respect, any Legal Requirement applicable to Borrower, (ii) result in a breach of any of the terms, conditions or provisions of, or constitute a default under the organizational documents of Borrower, or result in a material breach of the terms, conditions or provisions of any mortgage, indenture, agreement, permit, franchise, license, note or instrument to which Borrower is a party or by which it or any of its properties is bound, or (iii) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the assets of Borrower (except as contemplated by this Agreement and by the Permitted Encumbrances). All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, or other actions in respect of or by, any Governmental Authorities that are required in connection with the execution, delivery and performance by Borrower of the Project Documents and all other agreements and instruments to be executed by Borrower in connection therewith and the construction and operation of each Project have been obtained or will be obtained when required

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for the then applicable stage of completion of each the Project and are or will be in full force and effect.

(b) Borrower has delivered to Lender true, correct, and complete copies, in all material respects, of all Project Documents. All permits, licenses, and other approvals from any applicable Governmental Authorities, adjacent property owners, or any other Person necessary for Borrower to commence and Complete the Project in accordance with the Lender-approved Plans and Specifications therefor have been obtained and are in full force and effect. All utility services and facilities necessary for the completion of the Project and, upon completion of construction, the operation, use and occupancy of the Project for its intended purposes are or will be available at the boundaries of the Property upon which the Project is being constructed, including water supply, storm and sanitary sewer facilities, gas and electric and telephone facilities and means of access between the Property and public ways.

(c) Except for the Project Documents approved by Lender, Borrower has not made, assumed or been assigned any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien (other than Permitted Encumbrances) against all or any portion of the Property.

(d) The current land use, zoning law, regulations and declarations covering the Property upon which the Project is being constructed permit, on an as-of-right basis, the completion of the Project substantially in accordance with the Plans and Specifications, the current zoning law and declarations covering the Property permit the Project being constructed thereon to be operated and used as contemplated by this Agreement, and no additional variance, conditional use permit, special use permit or other similar approval is required for such construction, use or occupancy of the Project that has not been or will not, if and when required, be obtained. The Property and the use thereof are currently and, upon completion of the Project being constructed thereon substantially in accordance with the Plans and Specifications, will be in all material respects in compliance with all Project Permits then required therefor and all other applicable Legal Requirements, and such compliance is not dependent on any land, improvements or facilities that are not a part of the Property. There are no pending, or to Borrower's knowledge, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify the zoning applicable to the Property or any part thereof or any of the Project Permits applicable thereto, as currently existing.

(e) As of the Closing Date and as of each date on which this representation is deemed remade, the Loan Budget (as the same may be amended from time to time with the approval of Lender in accordance with this Agreement) accurately reflects Borrower's best good faith estimate of all anticipated Hard Costs, Soft Costs, and any other costs and expenses reasonably anticipated to be incurred in connection with the Completion of the Project.

(f) No Balancing Event exists as of the date hereof.

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(g) The Project is expected to be Completed on or prior to the Completion Date.

5.1.18 General Facts. No statement of fact made by or on behalf of Borrower or any other Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower can foresee, might materially and adversely affect, the Property, the Project or the business, operations or condition (financial or otherwise) of Borrower or any other Borrower Party.

5.2 Survival of Representations. The representations and warranties set forth in Section 5.1 and elsewhere in this Agreement and the other Loan Documents shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents and shall be deemed to be remade as of the date of each Advance hereunder (except as may be disclosed to and expressly approved by Lender); provided, however, that Borrower may update the representations and warranties to reflect changes in circumstances which are not the result of a Default or Event of Default of Borrower hereunder.

6. BORROWER COVENANTS.

6.1 Borrower Affirmative Covenants. Borrower hereby covenants and agrees with Lender that:

6.1.1 Existence; Compliance with Legal Requirements. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it, the Property and the Project.

6.1.2 Taxes and Other Charges; Effect of Change in Law. Borrower shall pay all Taxes and other charges now or hereafter levied or assessed or imposed against the Property, the Project or any part thereof before the same become delinquent or past due. When and if so requested by Lender, Borrower shall deliver promptly to Lender receipts evidencing such payments. Borrower shall not suffer, permit, initiate, or otherwise cause for any tax purpose, the joint assessment of any real property comprising the Property and any personal property located thereon, or any other procedure whereby the lien of real property taxes and assessments and the lien of personal property taxes shall be assessed, levied or charged against such real property as a single lien. While the Property remains subject to a Security Instrument, the Property shall be segregated on the applicable tax rolls from all other property, both real and personal; and, upon request, Borrower shall procure on behalf of Lender a tax service contract, the issuer, form and content of which shall be subject to Lender's prior approval. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property other than Permitted Encumbrances. If at any time any law is enacted which deducts from the value of any real property comprising the Property, for taxation purposes, any lien thereon, or changes in any way the laws now in force for the taxation of security instruments on real property or debts secured thereby, or the manner of collection of any such taxes so as to affect any interest of Lender under this Agreement or the Security Instrument for the Property, then Borrower shall pay such tax if it may lawfully do so. If Borrower is not permitted by applicable law to pay such tax, or if such payment would violate any applicable law, then, at the option of Lender, all of the outstanding principal balance of all Advances made under the Loan, together with interest thereon and any

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other amounts payable with respect thereto pursuant to the Note, shall immediately become due and payable without demand or notice.

6.1.3 Litigation. Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or threatened against Borrower, any other Borrower Party, the Property or the Project. If Lender is made a party to any litigation concerning the Security Instrument, or the Property or the Project or any part thereof or interest therein, or the occupancy thereof by any person or entity, then Borrower shall indemnify, defend and hold Lender harmless from all claims and liability by reason of such litigation, including attorneys' fees and expenses incurred by Lender, whether or not any such litigation is prosecuted to judgment.

6.1.4 Access to Property. Borrower shall permit or cause to be permitted, agents, representatives and employees of Lender to inspect the Property, the Project or any part thereof at reasonable hours upon reasonable advance notice.

6.1.5 Further Assurances; Supplemental Affidavits. Borrower shall, and shall cause Equity Owner and Guarantor to, at Borrower's sole cost and expense:

(a) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve or protect the security interest of Lender in the collateral at any time securing or intended to secure the obligations of Borrower, Equity Owner and Guarantor under the Loan Documents, as Lender may reasonably require; and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

6.1.6 Title to the Collateral. Borrower will warrant and defend the validity and priority of Lender's security interest in the Collateral.

6.2 Additional Recourse Debt. Borrower shall deliver prompt written notice to Lender, in reasonable detail, of the occurrence and amount of any Indebtedness that is guaranteed by Guarantor pursuant to a recourse guaranty; provided that such written notice shall be delivered to Lender in no event later than three (3) Business Days following (a) Guarantor entering into the relevant recourse guaranty or (b) the occurrence of any claim under a carveout guaranty resulting in the relevant guaranty or indemnity agreement by Guarantor no longer being considered a carveout guaranty for purposes of this Agreement.

6.2.1 Disposition of Insurance and Condemnation Proceeds and Damages.

(a) **Lender's Rights in Proceeds and Damages**. Borrower hereby assigns to Lender (a) any award for damages suffered or compensation paid by reason of a taking for public use, or an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), or any transfer of all or any part of the Property in avoidance thereof, affecting the Property, (b) all proceeds of any insurance policies paid by reason of loss sustained to the Property, and (c) all claims,

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damages, causes of action, against or from any party or parties, with respect to the Property or the Project, or any funds received or receivable in connection with any damage to the Property or the Project, incurred as a result of any cause whatsoever. All proceeds of any such claims shall be paid by the person or entity making payment directly to Lender, and Borrower shall do all things necessary to obtain prompt settlement for each loss or claim covered by a policy of insurance. After first deducting all costs and expenses of Lender incurred in connection with the settlement or recovery of any proceeds hereunder, Lender may, at its option and without regard to the adequacy of the security hereunder, except as otherwise provided in clause (b) below, apply any such sum it retains hereunder to any indebtedness or obligation secured by the Security Instrument, whether due or not, and in such order or priority as Lender may determine in its sole and absolute discretion; however, after deducting its costs and expenses Lender may approve, regardless of any impairment of security or lack thereof, except as otherwise provided in clause (b) below, release to Borrower of all or any part of the entire amount so collected for reimbursement for costs and expenses incurred by Borrower for the repair and restoration of the Property upon any conditions Lender chooses. Application of all or any portion of such funds, or the release thereof, shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. Borrower shall execute such further assignments, documents or instruments as Lender may from time to time require in order to evidence the assignment hereunder. If, on any loss of or damage to the Property or the Project or on a partial taking or condemnation of the Property, Lender is not entitled under law to retain the entirety of any proceeds or award pursuant to this Section, then Lender shall be entitled to apply the proceeds or award to the repayment of the Note and any other indebtedness secured by any Loan Document to reduce the Note balance and such other indebtedness by the ratio which the value of the Property remaining encumbered by the Security Instrument bears to the value of the Property immediately prior to such loss, damage or partial condemnation or taking, as determined by Lender's appraiser retained for such purpose. In the event any insurance proceeds or condemnation awards are applied by Lender against the Note under this Section, no prepayment premium shall apply.

(b) **Use of Insurance Proceeds to Repair Property**. In the event of damage to or destruction of the Property from any cause actually covered under insurance maintained by Borrower hereunder or any available condemnation proceeds, then Lender shall make available to Borrower the net insurance proceeds or condemnation proceeds available as a result of such damage or destruction (after deducting costs and expenses incurred by Lender in connection with the settlement or recovery of any proceeds as provided in clause (a) above) for use by Borrower, in the reconstruction and repair of the damaged or taken improvements to the condition approved by Lender, on the terms and conditions hereinafter set forth. In the event any of the conditions to Borrower's right to utilize the net proceeds hereunder are not satisfied or fulfilled at any time, then such net proceeds shall be applied as provided in clause (a) above. Such net proceeds shall be made available hereunder only if: (a) no Default or an Event of Default occurs; (b) Lender is satisfied that, by expenditure of the net proceeds hereunder, the Property damaged or destroyed or taken shall be fully restored within a reasonable period of time to the equivalent of its original condition and value and all payments required under the Note will continue to be

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paid; (c) Lender is satisfied that such work of repair and restoration can be completed in the ordinary course of business within one (1) month from the commencement of work and at least one (1) month prior to the date on which all Advances (including any Advance for the Project being constructed thereon) are required to be repaid pursuant to the Note; (d) Lender has reviewed and approved Borrower's plans and specifications for the work of repair and restoration, Borrower's architect and any general contractors, subcontractors and material suppliers employed to perform such work; (e) all general contractors, all major subcontractors and material suppliers have supplied 100% performance and completion bonds and bonds protecting such Property from the imposition of mechanic's or other liens; (f) if the net insurance proceeds or condemnation proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Note during the completion period, as determined by Lender, Borrower has deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Lender; and (g) Borrower shall have satisfied such other conditions as Lender may in determine to be appropriate in its sole discretion. Disbursement of funds by Lender hereunder shall be subject to all of Lender's then customary construction loan disbursement procedures, including those set forth herein. No funds held by Lender hereunder shall bear interest; and Lender shall have no duties or obligations with respect thereto, or with respect to the provisions of this clause (b), other than that of a construction lender, and the reasonable costs and expenses of Lender incurred in connection therewith (including the fees of a construction consultant and disbursing agent) shall be paid by Borrower (and Lender shall be entitled to pay such costs and expenses out of the insurance proceeds held by Lender). Specifically, but without limiting the generality of the foregoing, no relationship of trust, or any other duty in the nature of fiduciary duties or otherwise, shall be imposed or implied by the status or actions of Lender hereunder; and under no circumstances shall Lender become obligated to take any action to repair or reconstruct any damaged or destroyed Property. Any net proceeds not disbursed under this clause (b) shall be disbursed in accordance with clause (a) above.

6.2.2 Maintenance and Preservation of the Property.

(a) **Borrower's Obligation for Maintenance of Property and Security**. Borrower shall: (a) keep the Property in good condition and repair and replace any items comprising the Property as they become obsolete or worn out with items of at least the same utility, quality and value, free of any liens or security interests of any kind or character other than the lien of the Loan Documents; (b) not remove or demolish any portion of the Property (except in connection with the Project to the extent approved by Lender); (c) restore promptly and in good and workmanlike manner any part of the Property which may be damaged or destroyed; (d) comply with and not suffer violations of laws, ordinances, regulations, covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and requirements of insurance companies and any bureau or agency which establishes standards of insurability; (e) not commit or permit waste of the Property; (f) do all other acts which from the character or use of the Property may be reasonably

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necessary to maintain and preserve their value or to protect the security of the Security Instrument; (g) perform and comply with all obligations required to be performed or complied with in leases, licenses, concessions, management agreements, Project Documents or like agreements affecting the Property, if any, or the management, operation, repair, renovation, occupation or use thereof; (h) pay any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property; (i) not change the character, the nature of the occupancy or use of the Property, or any portion thereof, except in connection with the Project, and then only to the extent consistent with the Project Documents therefor, if approved by Lender, in its sole discretion; (j) not drill for or extract, or enter into a lease or any other type of agreement for the drilling for or extraction of, oil, gas or other hydrocarbon substances, or any mineral of any kind, on, in or under the Property; (k) make no assignment of rents of the Property except to Lender pursuant to the Security Instrument; and (l) execute and, where appropriate, acknowledge and deliver, such further documents or instruments as Lender deems necessary or appropriate to preserve, continue and perfect the security provided for in the Security Instrument.

(b) **Lender's Approval Rights for Work**. Borrower shall not undertake or suffer to be made any alteration, addition, relocation, removal or demolition of, or structural or other material change in, any building, improvement, fixture, machinery, or equipment comprising the Property, other than in connection with the Project, without the prior written approval of Lender, unless (a) the aggregate cost of such work for the Property does not exceed $20,000, (b) such work does not affect the roof or the structure of the building and improvements comprising the Property, or adversely affect or diminish the value of the Property or arise as a result of any damage or destruction, (c) such work is designed by licensed professionals and is constructed by licensed contractors, all qualified for such purpose, and in accordance with all applicable Legal Requirements, ordinances, regulations, permits and approvals, and (d) Borrower submits to Lender its proposed plans and budget for such work, together with all other supporting materials related to such work as Lender may reasonably require. The foregoing shall not limit Borrower's obligations under clause (a) above and, accordingly, Borrower shall immediately seek any consent required under this clause (b) in connection with its obligations under clause (a) above.

6.2.3 Financial Covenants. Borrower shall, and Borrower shall cause Guarantor to, at all times, comply with the Financial Covenants.

6.2.4 Hazardous Materials. Borrower shall indemnify, defend and hold Lender, its employees, agents, officers and directors, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including attorneys', experts' and consultant fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) the presence, release, use, manufacture, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (b) the violation, or alleged violation, of any Hazardous Materials Law affecting the Property, or the transportation of Hazardous Materials to or from the Property. This indemnity shall (i) include any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible

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property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment, and the cost of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property, and (ii) survive foreclosure (whether judicial or non-judicial) of the Security Instrument for the Property and the full or partial payment or discharge of all indebtedness secured by the Security Instrument. WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL NOT APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

6.2.5 Notices. Borrower shall give notice, or cause notice to be given, to Lender promptly upon the occurrence of: (a) any Default or Event of Default; (b) any default or event of default under any contractual obligation of Borrower or any Affiliate that could reasonably be expected to have a Material Adverse Effect; or (c) any litigation or proceeding affecting Borrower or the Property or affecting any of the other Borrower Parties if such litigation or proceeding could have a Material Adverse Effect.

6.2.6 Prohibited Persons. No Borrower Party or any of their direct or indirect equity holders shall (i) knowingly conduct any business, or engage in any transaction or dealing, with any Embargoed Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of an Embargoed Person, or (ii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Federal Trade Embargo.

6.2.7 Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U, W or X of the Board of Governors of the Federal Reserve System, or to extend credit to any Person for such purpose, or for any other purpose which would be inconsistent with such Regulations or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents. Borrower agrees that, without the prior written consent of Lender, (i) the funds received from Lender hereunder shall not be used for the benefit of, or transferred to, any Affiliate of Lender and (ii) without limiting the generality of the foregoing, the funds received from Lender hereunder shall not be used to make an equity investment in any Person in which Affiliates of Lender have equity or debt positions if the proceeds of such investment would be used to refinance such Person's outstanding indebtedness. For purposes of this Section 6.2.7, "Affiliate" shall have the meaning given to such term in Regulation W of the Board of Governors of the Federal Reserve System.

6.2.8 Deposit Account Control Agreement. If required by Lender in its sole and absolute discretion at any time during the term of the Loan, Borrower shall deposit all revenues or other income into an account that will be subject to the Deposit Account Control Agreement once such agreement is entered into and otherwise utilize such account as its operating account, it being acknowledged that the Collateral includes Borrower's accounts and all amounts on deposit therein and proceeds therefrom. Borrower covenants and agrees to take any actions requested by Lender in order to establish such account and enter into such Deposit Account Control Agreement.

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6.2.9 Risk Retention. Each Borrower Party will comply with the requirements of the European Union Directive 2006/48/EC, such that as long as any Advances are outstanding (i) it will hold an equity interest that will represent not less than 5% of the purchase price of the Property owned by Borrower and (ii) such holding of equity interest will not be subject to any credit risk mitigation, any short position or any hedging.

6.2.10 The Project. At Lender's option, Borrower shall cause each Design Professional, General Contractor, and Trade Contractor for each Project to execute and deliver to Lender the applicable Design Professional Consent, General Contractor Consent, and Trade Contractor Consent, respectively, prior to the execution by Borrower of the applicable Project Document (or on the Closing Date, if applicable) for the Project.

6.2.11 Commencement and Completion. Borrower shall commence construction of the Project without delay after recordation of the Security Instrument and shall complete construction of the Project, free and clean of any mechanics' and materialmen's liens and stop notices, as applicable, in accordance with the Lender-approved Plans and Specifications and other provisions of the Loan Documents, with all construction costs having been paid, on or before the Completion Date.

6.3 Borrower Negative Covenants. Borrower covenants and agrees with Lender that:

6.3.1 Transfers. Without the prior written consent of Lender, neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall Transfer any interest, direct or indirect, in the Property or in Borrower. Additionally, (a) if there currently exist no certificates, instruments or writings representing the Collateral, Borrower shall not, without the prior written consent of Lender, create certificates, instruments or writings representing the Collateral, and (b) if certificates, instruments or writings representing the Collateral currently exist, Borrower shall not, without the prior written consent of Lender, create new certificates, instruments or writings representing the Collateral. Borrower shall deliver to Lender any and all newly created certificates, instruments or writings representing the collateral. For avoidance of doubt, no Transfer of the Property or of any direct interest in Borrower or Equity Owner shall occur without the prior written consent of Lender, or release Borrower, Equity Owner or Guarantor from any liability under the Note and other Loan Documents. Upon any Transfer of any direct or indirect interest in the Property, Borrower or Equity Owner in violation of this Section (each of which shall constitute an impairment of Lender's security interests under the applicable Security Instrument), Lender shall have the absolute right, without demand or notice, to declare all Obligations secured by the Security Instrument to be immediately due and payable (including the prepayment premium, if any, set forth in the Note), except to the extent that and in such particular circumstances where exercise of such right by Lender is prohibited by law.

6.3.2 Liens. Borrower shall not create, incur, assume, permit or suffer to exist any Lien on any portion of the Collateral or the Property except for Permitted Encumbrances and Liens in favor of Lender as provided herein. Borrower shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which now or hereafter shall encumber the Property, whether senior or subordinate to the Security Instrument, including all claims for work or labor performed, or materials or supplies furnished in connection with any work of improvement upon the Property, including, but not limited to, in connection with the Project; provided, however, that any such lien or encumbrance shall be paid and fully discharged by Borrower within five (5) days after demand by Lender. Borrower may contest any such claim of lien without cost or expense to Lender, but only upon posting, and concurrently supplying to

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Lender, a certified copy of a statutory bond or other security sufficient under applicable law to fully protect any and all of the Property encumbered by such claim of lien and otherwise satisfactory to Lender to protect Lender against any judgment in favor of the lien claimant.

6.3.3 Leases. Borrower shall not enter into any lease of or occupancy agreement for the Property, or any portion thereof, or modify or amend or supplement any such lease or occupancy agreement without the prior written consent of Lender.

6.3.4 Property Management. Borrower shall not appoint, terminate or replace a manager for the Property, or enter, terminate or amend any management agreement for the Property, in each case without Lender's prior written consent. Any property manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under any management agreement of the Property. Any management agreement will be subordinated to Lender's rights under the Security Instrument and other Loan Documents.

6.3.5 Dissolution, Etc. Borrower shall not (i) engage in any dissolution, division, liquidation or consolidation or merger with or into any other business entity, or (ii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower (except as expressly permitted hereunder).

6.3.6 Change in Business; Change in Name. Borrower shall not enter into any line of business other than the ownership, operation, repair, restoration and sale of the Property. Borrower shall not change its name without first obtaining the prior written consent of Lender. In the event Lender grants such consent, Borrower shall, at Borrower's sole cost and expense, take all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender. Borrower shall promptly notify Lender in writing of any change in the organizational identification number of Borrower. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number.

6.3.7 Debt Cancellation. Borrower shall not cancel or otherwise forgive or release any claim or debt owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

6.3.8 Affiliate Transactions. Without Lender's prior written consent, Borrower will not enter into any transaction (including, without limitation, the purchase or sale of any property or service) with, or make any payment or transfer to, any Affiliate.

6.3.9 Zoning. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender.

6.3.10 Limitations on Distributions. So long as there is a Default or an Event of Default, Borrower shall not make any distributions to its members.

6.3.11 Other Limitations. Prior to the payment in full of the Debt, Borrower shall not, without the prior written consent of Lender, give its consent or approval to any of the following actions or items: (a) any material change in the method or conduct of the business of Borrower; or (b) the settlement of any claim against Borrower, other than a fully insured third party

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claim, in an amount greater than Ten Thousand Dollars ($10,000), such consent not to be unreasonably withheld (unless an Event of Default has occurred).

6.3.12 Compliance. Borrower, the Project and the Property and the use thereof shall comply in all respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. No Borrower Party shall be in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. No Borrower Party shall commit any act that may give any Governmental Authority the right to cause a Borrower Party to forfeit the Collateral or any part thereof or any monies paid in performance of Borrower's Obligations. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the lot or parcel boundaries, zoning, conditions of use, or any other applicable land use laws, ordinances, regulations, permits, approvals or licenses pertaining to the Property, except in connection with the Project, or which would constitute a violation of the warranties and representations contained in this Agreement, or would change the nature of the use or occupancy of the Property. Borrower shall within ten (10) days after receipt thereof by Borrower, or its agent or representative, deliver to Lender copies of any and all approvals, permits and licenses procured by Borrower with respect to the Property, construction and installation of improvements thereon, including in connection with the Project, or the occupancy, use and enjoyment thereof, pursuant to applicable laws, ordinances, or regulations.

6.3.13 Hazardous Materials. Borrower covenants and agrees that Borrower shall not cause or permit the presence, use, generation, manufacture, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Borrower shall immediately notify Lender in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened with respect to the Property in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury to persons or property resulting from any Hazardous Materials; and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Without Lender's prior written consent, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, in, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials (except that in the case of an emergency, Borrower shall take such action as may be reasonably required under the circumstances and shall immediately notify Lender in writing of any such action taken). So long as the Property remains subject to the Security Instrument, Lender shall have the right, on seventy-two (72) hours prior written notice to Borrower, at Borrower's expense, to enter the Property and to conduct such tests and investigations as Lender requires, in the event that Lender has a good faith belief that such tests or investigations are required or advisable, or at any time following an Event of Default, to determine whether any Hazardous Materials are present in, under, on or about the Property. Such tests and investigation shall include underground borings, groundwater analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

6.4 **Post-Closing Condition.** Within ninety (90) days of the funding of the Loan (the "Deadline Date") , Borrower shall provide Lender with that certain recorded instrument, Release of Reverter to Amended and Restated Agreement for Development of King's Landing, executed by the City of Fort Pierce in form and content satisfactory to Lender. Failure to provide Lender with the aforesaid document to Lender's satisfaction on or before the Deadline Date shall,

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at Lender's option (i) cause a draw hold to be placed on the Loan and (ii) constitute an "Event of Default" under this Agreement.

7. FINANCIAL REPORTING. During the term of this Agreement, unless Lender shall otherwise consent:

7.1 Financial Reporting; Books and Records. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Lender upon reasonable prior notice.

7.2 Interim Statements. Upon Lender's written request, for each calendar year, within (i) forty-five (45) days after the end of each of the first three calendar quarters and (ii) one hundred twenty (120) days after the end of the fourth calendar quarter, Borrower shall deliver to Lender financial statements of Borrower and Guarantor and its subsidiaries on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for the period from the beginning of such fiscal year to the end of such quarter, and the related balance sheet as of the end of such quarter, all in reasonable detail and certified by a responsible and authorized officer of Borrower and Guarantor, as applicable, subject, however, to year-end audit adjustments.

7.3 Annual Statements. Within one hundred twenty (120) days following the end of Guarantor's fiscal year, Guarantor shall deliver to Lender audited financial statements of Guarantor and its subsidiaries (including Borrower and Equity Owner) on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for such fiscal year and the related balance sheet as at the end of such fiscal year, all in reasonable detail and accompanied by an unqualified opinion of a certified public accounting firm reasonably satisfactory to Lender; provided that such financial statements shall be deemed delivered upon the publicly available filing of such financial statements.

7.4 Certificates. Borrower shall deliver, promptly after the furnishing thereof, copies of any compliance certificates or other similar compliance-related reports or letters furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to Lender pursuant to any other provision of this Section 7. The financial statements required to be delivered pursuant to this Section shall be certified by an officer of Guarantor, which certification shall also address whether Guarantor is in compliance with the Financial Covenants.

7.5 Other Information. Borrower shall deliver, promptly after the furnishing thereof, copies of any financial statements or periodic reports furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the Lender pursuant to any other provision of this Section 7, together with any other information (whether financial or otherwise) Lender may request during the term of the Loan.

8. DEFAULT.

8.1 The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") under this Agreement and the other Loan Documents:

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8.1.1 Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents or Borrower's failure to deposit any funds with Lender as and when required under this Agreement;

8.1.2 if any representation or warranty made by Borrower herein or by any other Borrower Party in any other Loan Document shall have been false or misleading as of the date the representation or warranty was made or deemed remade;

8.1.3 if Borrower or any Guarantor incurs any Indebtedness in breach of this Agreement;

8.1.4 if there shall occur any Transfer (whether a Transfer of the Property or the direct or indirect ownership interest therein) in breach of this Agreement;

8.1.5 (A) if there is any material deviation in the construction of the Project from the Plans and Specifications or governmental requirements or the appearance or use of defective workmanship or materials in constructing the Project, and Borrower fails to remedy the same to Lender's satisfaction within thirty (30) days of Lender's written demand to do so; or (B) subject to Force Majeure Events, there is a cessation of construction of the Project prior to completion for a continuous period of more than thirty (30) days; or (C) the use, sale or leasing of any of the improvements on the Property in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (D) subject to Force Majeure Events, utilities or other public services necessary for the full occupancy and utilization of the Property and improvements are curtailed for a continuous period of more than thirty (30) days;

8.1.6 if there is (A) a condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property; (B) a sequestration or attachment of, or any levy or execution upon any of the Property, any other collateral provided by Borrower or any other party under any of the Loan Documents, any monies in any accounts or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed within twenty (20) days; or (C) a recording of any claim of lien against the Property or the service upon Lender of a withhold payment notice or bonded stop notice and the continuance of such claim of lien for twenty (20) days after such recording or service or five (5) days after Lender's demand, whichever occurs first, without discharge, satisfaction or provision for payment being made by Borrower in a manner satisfactory to Lender;

8.1.7 if any Borrower Party shall make an assignment for the benefit of creditors;

8.1.8 if a receiver, liquidator or trustee shall be appointed for any Borrower Party or if any Borrower Party shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, any Borrower Party, or any other Bankruptcy Action (as hereinafter defined) occurs with respect to any Borrower Party or if any proceeding for the dissolution, division (e.g., pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time) or liquidation of any Borrower Party shall be instituted;

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8.1.9 if any Borrower Party attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

8.1.10 if (A) this Agreement, the Note or any other Loan Document shall, in whole or in part, terminate, cease to be effective or cease to be a legally valid, binding and enforceable obligation of any Borrower Party; (B) any Borrower Party shall take any action in connection therewith or in furtherance thereof; (C) any party to any Loan Document (other than Lender) shall assert in writing that such document has ceased to be in full force and effect; or (D) the Liens created pursuant to any Loan Document shall cease to be a fully perfected enforceable first priority security interest or any portion of the Collateral is Transferred without Lender's prior written consent;

8.1.11 the occurrence of (A) any amendment to or termination or cancellation of any of the Project Documents without Lender's prior written approval, (B) any of the Project Documents not being in full force or effect for any reason, or (C) any default by Borrower under any of the Project Documents beyond any applicable notice or cure period available thereunder;

8.1.12 if there is a failure at any time of the Security Instrument to be a valid Lien upon the Property or any portion thereof (other than as a result of any release or reconveyance of the Security Instrument with respect to all or any portion of the Property pursuant to the terms and conditions of this Agreement), prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing;

8.1.13 if a Balancing Event is not cured within five (5) Business Days after written notice thereof from Lender;

8.1.14 if Borrower or any other Borrower Party shall be in Default under any of the other terms, covenants or conditions of this Agreement or any other Loan Document not specified above; provided, however, that if such Default is curable and Borrower has not been given a notice of a similar Default within the preceding six (6) months, then it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such Default, either (x) cures the Default within thirty (30) days or (y) if the cure requires more than thirty (30) days, immediately initiates steps satisfactory to Lender to cure the Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; and provided further that under no circumstances shall Borrower have more than sixty (60) days to cure any such Default;

8.1.15 any breach by Borrower under the terms of any other agreement between Borrower (or any Congruent Entity) and Lender (or any Affiliate of Lender), that is not remedied within any grace period provided therein, including any agreement concerning any indebtedness or other obligation of Borrower (or any Congruent Entity) to Lender (or any Affiliate thereof), whether currently existing or entered into after the date of this Agreement;

8.1.16 if Borrower or any Guarantor defaults in any obligation to Lender, whether direct or indirect, absolute or contingent; or

8.1.17 any occurrence of any default under any other loans which Borrower (or any Congruent Entity) may have from Lender (or any Affiliate of Lender) during the term of the Loan, whether existing as of the date hereof or subsequently made (collectively, the

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"Other Loans"). Additionally, an Event of Default under the Loan Documents shall constitute an event of default under the Other Loans.

9. REMEDIES.

9.1 Description.

9.1.1 Upon the occurrence and during the continuation of an Event of Default (other than an Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above) Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Collateral, including each and all of the following rights and remedies, to the fullest extent permitted by law, and Lender may enforce or avail itself of any or all rights and remedies of a secured party under the Uniform Commercial Code against Borrower, Equity Owner (if applicable) and the Collateral; and upon any Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above, the Debt and all other Obligations shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(a) **Immediate Payment of Obligations**. With or without notice, to declare all Obligations secured by any Loan Document immediately due and payable.

(b) **Cure Default; Protective Advances**. With or without notice, and without releasing Borrower from any Obligation hereunder, to cure any default of Borrower and, in connection therewith, (i) to enter upon the Property in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, and (ii) to do such acts and things as Lender may deem necessary or desirable to protect the security of the Security Instruments, including advancing funds to maintain, secure or otherwise protect the Collateral, Lender's interest therein or the priority of the Liens granted by the Loan Documents (each a "**Protective Advance**") (all of which shall constitute part of the Debt and be secured by the Security Instruments and other Loan Documents).

(c) **Manage and Operate Property**. To enter upon, possess, manage and operate the Property, or any part thereof, either in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction; to make, terminate, enforce or modify leases of or occupancy agreements for the Property upon such terms and conditions as are satisfactory to Lender and to act in any manner which Lender may deem necessary or desirable in connection therewith; and to make repairs, alterations and improvements to the Property (including, but not limited to, in connection with the Project) that Lender determines to be necessary to protect or enhance the security of the Security Instrument. All sums realized by Lender under this clause (c), less all costs and expenses incurred by it hereunder, including attorneys' fees and costs actually incurred, shall be applied to the indebtedness secured by the Security Instrument in such order of priority as Lender shall determine in its sole and absolute discretion. Neither application of such sums to such indebtedness, nor any other action taken by

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Lender under this clause (c), shall cure or waive any Event of Default or notice of Event of Default or nullify the effect of any such notice.

(d) **Resort to Collateral**. To resort to and realize upon the Collateral and any other security now or hereafter held by Lender in such order and manner as Lender may determine in its sole and absolute discretion. Resort to any or all such Collateral may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

All or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower or any other Borrower Party under this Agreement or any of the other Loan Documents or at law or in equity, may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Collateral. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Collateral and the Collateral has been foreclosed upon, sold or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

9.1.2 Without limitation, upon the occurrence and during the continuation of an Event of Default, Lender shall have the right from time to time to partially foreclose upon the Collateral under the Security Instruments and the Equity Owner Pledge (if any).

9.1.3 Any amounts recovered from the Collateral after an Event of Default may be applied by Lender toward the payment of any interest or principal of the Loan or any other amounts due under the Loan Documents in such order, priority and proportions as Lender shall determine in its sole and absolute discretion.

9.2 Remedies Cumulative. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower or any other Borrower Party pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default shall not be construed to be a waiver of any subsequent Default or Event of Default or to impair any remedy, right or power consequent thereon.

9.3 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted in this Section 9, Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in fact to execute, acknowledge and deliver any instruments and do and perform any acts such as are referred to in this subsection

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in the name and on behalf of Borrower. This power of attorney is a power coupled with an interest and cannot be revoked, but may only be exercised during the continuance of an Event of Default.

10. MISCELLANEOUS.

10.1 Notices. Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided below in this Section. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Borrower: KINGS LANDING FT PIERCE LLC, a Florida limited liability company
3670 Maguire Boulevard, Orlando, Florida 32803
Attention: Mark Rosenwasser

If to Lender: Genesis Capital, LLC, a Delaware limited liability company
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
Attention: Lending Department

10.2 Amendments and Waivers. No failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, the Note, each Security Instrument, the Equity Owner Pledge (if applicable) or any other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver, express or implied, of any such breach or of such covenant, agreement, term or condition. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

10.3 Invalid Provisions. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

10.4 Expenses; Indemnity.

10.4.1 Borrower shall pay, whether or not the closing of the Loan occurs or any Advance is made to Borrower hereunder, all costs and expenses incurred by Lender or any of its Affiliates, from time to time, including documentation and diligence fees and expenses, all search, audit, appraisal, recording, professional and filing fees and expenses and all other out-of-pocket charges and expenses (including UCC and judgment and tax lien searches and UCC filings and fees for post-Closing UCC and judgment and tax lien searches, if required by Lender), all administrative fees and expenses and attorneys' fees and expenses actually incurred, including, (a) in any effort to enforce, protect or collect payment of any Obligations or to enforce

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any Loan Document or any related agreement, document or instrument, or effect collection hereunder or thereunder, (b) in connection with entering into, negotiating, preparing, reviewing and executing this Agreement and the other Loan Documents and all related agreements, documents and instruments, (c) in connection with instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interests, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions, claims or proceedings arising out of or relating to Lender's transactions with Borrower, (e) in seeking, obtaining or receiving any advice with respect to its rights and obligations under this Agreement, any of the other Loan Documents and all related agreements, documents and instruments, (f) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Agreement or any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Obligations, or (g) in connection with the administration of the Loan.

10.4.2 Borrower shall indemnify and hold harmless Lender and its Affiliates, officers, partners, directors, employees and agents, from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for Lender in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not Lender shall be designated a party thereto), that may be imposed on, incurred by, or asserted against Lender in any manner relating to or arising out of the transactions contemplated hereby, including (i) any and all present and future stamp and other similar taxes arising out of the transactions contemplated hereby, (ii) any delay or omission (other than to the extent attributable to Lender) to pay such taxes, (iii) environmental liabilities and (iv) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in this Agreement or the other Loan Documents, except in each case, for any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements arising from the gross negligence or willful misconduct of Lender, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

10.4.3 If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or any of the other Loan Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

10.5 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other person or entity. This Agreement is for the sole and exclusive use

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of Lender and Borrower and may not be enforced, nor relied upon, by any person or entity other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including any obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person or entity shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in writing in Lender's sole and absolute discretion. Without limitation on the foregoing or Section 10.13 below, wherever this Agreement or any other Loan Document requires Lender's approval or consent (or equivalent), such approval or consent (or equivalent) shall be in writing in Lender's sole and absolute discretion unless otherwise expressly stated.

10.6 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of any Borrower Party, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Collateral or the Property in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or any other Borrower Party or to any other person with respect to the Collateral, the Property, the Project or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (1) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any Borrower Party or its stockholders, members, or partners, and Lender does not intend to ever assume such status; (2) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower or any other Borrower Party; and (3) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or any Borrower Party or any of their stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Collateral or the Property in Lender, or any sharing of liabilities, losses, costs or expenses.

10.7 Time of the Essence. Time is of the essence with respect to this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

10.9 Renewal, Extension or Rearrangement. All provisions of the Loan Documents shall apply with equal effect to each and every promissory note and all amendments thereof hereinafter executed by Borrower which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

10.10 Waivers; Representation by Legal Counsel. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan

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Documents, shall operate as a waiver thereof. Borrower acknowledges, warrants and represents, in connection with each waiver of any right or remedy of Borrower contained in this Agreement or any other Loan Document, that it has been fully informed with respect to, and represented by counsel of its choice in connection with, such rights and remedies, and all such waivers, and after such advice and consultation, has presently and actually intended, with full knowledge of its rights and remedies otherwise available at law or in equity, to waive or relinquish such rights and remedies to the full extent specified in each such waiver. Borrower acknowledges that it has been advised by Lender to seek the advice of legal counsel in connection with the negotiation and preparation of the Loan Documents. If Borrower has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish Borrower with any defense to the enforcement of Borrower's obligations and Lender's rights under the Loan Documents.

10.11 Cumulative Rights. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

10.12 Singular and Plural. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

10.13 Phrases; Rules of Construction. When used in this Agreement and the other Loan Documents, (a) the phrase "including" means "including, but not limited to," (b) the phrase "satisfactory to Lender" (or equivalent) means "in form and substance satisfactory to Lender in its sole and absolute discretion in all respects," (c) the phrase "with Lender's consent" or "with Lender's approval" (or equivalent) means such consent or approval (or equivalent) in writing in Lender's sole and absolute discretion, (d) the phrase "acceptable to Lender" (or equivalent) means "acceptable to Lender in Lender's sole and absolute discretion", (e) the word "or" is not exclusive, and (f) the word "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by any Borrower Party shall mean notice given or act performed not later than five (5) Business Days after the occurrence of the specified event for which notice or action is required, in each case except as expressly provided otherwise herein or in any other Loan Documents. When the identity of the parties or other circumstances make appropriate in this Agreement and the other Loan Documents, the neuter gender shall include the feminine and masculine, and the singular number shall include the plural. If Borrower is composed of more than one Person, then the Obligations are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

10.14 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

10.15 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,

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sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

10.16 Survival. All of the representations, warranties, covenants, and indemnities hereunder, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Collateral to any party, whether or not an Affiliate of Borrower.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR IN ANY WAY RELATING TO THE LOAN OR THE PROPERTY OR THE PROJECT (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

10.18 Governing Law; Venue. The Loan Documents are being executed and delivered, and are intended to be performed, in the State of California and the laws of the State of California and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in the Security Instruments or any of the other Loan Documents. Any legal suit, action or proceeding against Borrower arising out of or relating to this Agreement, the Note or any other Loan Document (including the liens and security interests created under the Security Instruments) shall be instituted in any federal or state court located in Los Angeles, California or the state in which the Property is located. Borrower waives any objections which it may have based on venue or forum non conveniens of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 10.1 (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

10.19 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties hereto agree that electronic signatures shall be deemed originals and admissible as best evidence for the execution and delivery of this Agreement by the parties hereto.

10.21 Sale, Assignment and Participation. Lender may, at any time, sell, transfer, assign or grant participations in the Loan and any of the Loan Documents or sell, transfer or assign the Loan or any interest therein, without notice to or consent of Borrower or any other Borrower Party. Lender may forward to each participant and prospective participant all documents and information which Lender now has or later may acquire relating to those obligations and to Borrower, and any partners or joint venturers of Borrower, whether furnished by Borrower or otherwise. If, at any time, Lender desires to sell, transfer or grant a participation interest in all or any portion of the Loan and Loan Documents to any third person, Borrower shall furnish in a timely manner any and all information concerning the Property and the Project, and concerning Borrower's, the other Borrower Parties' and the Property's or Project's financial condition, which information is requested by Lender or such person in connection with any such sale, transfer or participation. All such financial information shall be in such form, substance and detail as Lender, or such person, may require.

10.22 Limitation on Liability of Lender's Officers, Employees, Etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

10.23 Commingling of Funds. No sums collected or retained by Lender shall be deemed to be held in trust; and Lender may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the minimum extent required by law.

10.24 PATRIOT Act Records. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower Party, which information includes the name and address of each Borrower Party and other information that will allow Lender to identify each Borrower Party in accordance with the PATRIOT Act.

10.25 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (a) to treat this Agreement and all other Loan Documents and all provisions of the Loan Documents confidentially and not to transmit any copy hereof or thereof or disclose the contents hereof or thereof, in whole or in part, to any Person (including any financial institution or intermediary) without Lender's prior written consent, other than to Borrower's members and such members' investors, advisors (including its accountants and attorneys) and officers on a need to know basis and to their respective agents, employees, officers, directors, attorneys, accounts and governmental regulatory authorities, (b) that Borrower shall inform all such Persons who receive information concerning this Agreement or any of the Loan Documents of the confidential nature hereof and thereof and shall direct them to treat the same confidentially and not to disclose it to any other Person, and (c) that each of them shall agree to be bound by these provisions. Lender reserves the right to review and approve all materials that Borrower or any Affiliate prepares that contain Lender's name or describe or refer to this Agreement or any Loan Document or any of the terms hereof or thereof or any of the transactions contemplated hereby or thereby.

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Notwithstanding any other provision of this Agreement or any Loan Document, Borrower shall not, and shall not permit any of its Affiliates to, use Lender's name (or the name of any of Lender's Affiliates) in connection with any of its business operations. Nothing contained in this Agreement or in any of the other Loan Documents is intended to permit or authorize Borrower or any of its Affiliates to make any contract on behalf of Lender. Borrower shall not be deemed in violation of this Section solely because Lender records the Uniform Commercial Code financing statements or other Loan Documents.

11. JUDICIAL REFERENCE.

11.1 Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and further because Borrower and Lender (collectively, the "Parties") wish applicable California State and Federal laws to apply, the Parties desire that their disputes be resolved by a judicial referee applying such applicable laws. The Parties expressly waive trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether sounding in contract, tort or otherwise, arising out of, connected with, related to, or incidental to this Loan Agreement, the Loan, the Note any of the other Loan Documents or the relationship established among the Parties in connection with the Loan Agreement or any related document or the transactions contemplated hereby or thereby (a "Dispute") to the fullest extent permitted by Legal Requirements.

11.2 Accordingly, any Dispute arising out of or in connection with the Loan Agreement or the relationship established among the Parties in connection therewith or any other Loan Document or the transactions contemplated hereby or thereby, shall be resolved pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure Section 638 et seq., or any successor statute or statute, court rule, or provision of law containing reasonably similar provisions in accordance with the provisions of this Section 11. The referee ("Referee") shall be a retired or former California or Federal judge residing in the Los Angeles, California area, who is either (i) agreed to by the Parties to a Dispute within fifteen (15) days of the notice by any Party to the other(s) of the intention to invoke this Section 11.2 to resolve the Dispute, or (ii) failing such agreement, is appointed pursuant to California Code of Civil Procedure Section 640, or any successor statute or statute, court rule, or provision of Legal Requirements containing reasonably similar provisions, in an action filed in the Superior Court of Los Angeles County, California.

11.3 The Parties agree that any Party may (and, if necessary, the other Parties shall join in such filing) file with the clerk of the Los Angeles County Superior Court, or with the appropriate judge of such court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any action or proceeding to resolve any Dispute, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. The action shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in the Superior Court and not by way of judicial reference. It is the Parties' intention and the Parties and the Referee shall use their best efforts to be certain that (i) discovery be conducted for a period no longer than six (6) months from the date (the "Referee Date") the Referee is appointed (whether by stipulation or by the Superior Court), excluding motions regarding discovery, and (ii) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than the last day of the six-month discovery period; provided, that the Parties agree to grant such reasonable extensions of time necessary to reflect the complexities of the issues presented for resolution. All proceedings, including trial, before the Referee shall

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be conducted at a neutral location (unless otherwise stipulated by the Parties) within twenty-five (25) miles of the downtown Los Angeles County Superior Court. The Parties agree that said Referee shall be a judge for all purposes (including, without limitation, (x) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (y) setting a schedule of pretrial proceedings, and (z) making any other orders or rulings a sitting judge of the Superior Court would be empowered to make in any action or proceeding in the Superior Court). Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, Evidence Code, and such other statutes or rules which would be applicable if the matter were tried in the Superior Court, except as otherwise specifically agreed to by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any decision of the Referee or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the Los Angeles County Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law.

11.4 During the pendency of any action or proceeding respecting a Dispute, and before the entry of any judgment therein, each of the parties to such action or proceeding shall bear equal shares of the fees, charges and costs incurred by the Referee in connection with performing the services provided in this Section. The compensation of the Referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the Referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee. If a court reporter is requested by either party, then such reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter. Such fees shall be an item of recoverable costs.

11.5 Notwithstanding the foregoing and anything to the contrary herein, in the event of a default by Borrower under this Loan Agreement, Lender shall have the unilateral right to exercise its remedies in its sole and absolute direction, and under such circumstances, Lender can choose in its sole discretion to pursue resolution by Referee (as provided herein) or not and Borrower hereby waives any right to enforce the judicial reference provisions of this Loan Agreement if contrary to the choice of Lender.

Nothing in this Section 11 shall prejudice the right of any Party to obtain provisional relief or other equitable remedies as shall otherwise be available under the Code of Civil Procedure or applicable Court rules.

BORROWER AND LENDER EACH ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE LOAN AGREEMENT AND MAKING THE LOAN.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

LENDER:

GENESIS CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:
Candice Shih
By: _____
56834763A4BC440...
Name: Candice Shih
Title: Authorized Signatory

BORROWER:

KINGS LANDING FT PIERCE LLC,
a Florida limited liability company
By: KINGS LANDING FT PIERCE GP LLC,
a Florida limited liability company, its Member and Manager

DocuSigned by:
Mark Rosenwasser
By: _____
EF5E02A3FD994F9...
Mark Rosenwasser, Manager

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Exhibit A

Definitions

"**Advance**" means (A) a borrowing under the Loan to (i) fund the Initial Advance on or around the Closing Date, or (ii) fund a Construction Advance in each case in accordance with the terms and limitations of this Agreement, or (B) any other advances of the Loan made by Lender for the purpose of making a Protective Advance, to the extent such Protective Advance is permitted under the terms of this Agreement or any of the other Loan Documents. Any other amounts paid by Lender on behalf of Borrower or any Affiliate permitted under any Loan Document shall also be an Advance for purposes of this Agreement.

"**Advance Request**" means a written request from Borrower for an Advance in form and substance acceptable to Lender, which request shall be executed and delivered by Borrower (together with any supporting documentation reasonably required by Lender) in connection with the funding of such Advance.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract, or otherwise.

"**Agreement**" means this Agreement, as amended from time to time.

"**Appraiser**" means an appraiser designated by Lender or accepted by Lender from time to time.

"**Borrower Party**" means, individually and collectively, as the context may require, Borrower, Equity Owner and Guarantor.

"**Borrower Principals**" means, collectively, Mark Rosenwasser, an individual, and Samuel Weiss, an individual.

"**Business Day**" means any day except a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Carveout Guaranty**" means a guaranty or indemnity agreement of any Indebtedness containing customary "**bad act**" carveouts, such as fraud, misappropriation, environmental matters, breach of representation or warranty, misapplication and certain actions pertaining to bankruptcy, insolvency, transfers of collateral and substantive consolidation but which does not guarantee payment of Indebtedness independent of such "**bad acts**"; provided, however, at any time that a claim has been made under such a guaranty or indemnity agreement (which has not been satisfied), such guaranty or indemnity agreement, as applicable, shall not be considered a Carveout Guaranty, to the extent that such claim is (a) a liability of the relevant guarantor or indemnitor for GAAP purposes.

"**Change Order**" means any amendment, supplement or other modification in any respect to any Project Document.

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"**Collateral**" means all collateral encumbered by any of the Loan Documents.

"**Committed Loan Funds**" means the amount of Loan funds Lender has committed to make available to the Project over the remaining term of the Loan, as of such date of determination. As of the date hereof, the Committed Loan Funds are as set forth in the Loan Budget.

"**Complete**" (and the lower-case version thereof) shall mean, with respect to any of the work constituting the Project for the Property, that (a) such work is substantially completed in accordance with the Lender-approved Plans and Specifications and all Legal Requirements, subject only to the completion of minor punch-list items that do not limit the use or occupancy of any portion of the Property for its intended purposes, (b) if required by Legal Requirements, a final certificate of occupancy (or similar document or certificate) has been obtained, evidencing that full use of the Property for its intended purposes has been authorized by all applicable Governmental Authorities, (c) subject to any contest rights contained herein, the Property is free of all mechanics', materialmen's, and other similar liens (or such liens have otherwise been bonded over to Lender's satisfaction), (d) the eradication of any and all outstanding municipality requirements affecting the Property, whether initiated by the Borrower, any Guarantor, any contractor, or any affiliate of (or predecessor-in-interest to) Borrower, Guarantor or any applicable contractor, and (e) Lender has received copies of all warranties from suppliers covering materials, equipment and appliances included within the applicable component of the work. The terms "Completed" "Completing" and "Completion" (and lower-case versions thereof) shall have the same meaning when used in the Loan Documents.

"**Completion Date**" - means 1/1/2027, the date by which construction of the work constituting the Project must be Complete.

"**Construction Advance**" means each Advance made by Lender, which Advance is made for the purpose of funding Project Expenditures for the completion of the Project.

"**Congruent Entity**" means any entity in which all of the Borrower Principals own an interest, and which, the Borrower Principals, in the aggregate, own (either directly or indirectly) all of the beneficial, voting, membership, partnership, stock or other ownership interests therein. For the purpose of this definition, any interest owned by the spouse of a Borrower Principal or any trust for the benefit of such Borrower Principal (or spouse), shall be deemed to be owned by such Borrower Principal.

"**Construction Documents**" means each Design Professional Agreement, the General Contractor Agreement, and each Trade Contract, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Debt**" means the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note or any other Loan Document.

"**Default**" means the occurrence of any event or condition hereunder or under any other Loan Document that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

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"**Deposit Account Control Agreement**" means a deposit account control agreement, in form and content acceptable to Lender, among Borrower, Lender and a deposit bank approved by Lender, in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Design Professional**" means any architect, engineer, or other design professional engaged by (or on behalf of) Borrower with respect to the design or engineering of the Property.

"**Design Professional Agreement**" means any agreement between Borrower and any Design Professional, each as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Design Professional Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by any applicable Design Professional with respect to the related Design Professional Agreement.

"**Embargoed Person**" means any Person subject to trade restrictions under any Federal Trade Embargo.

"**Equity Owner**" means, individually and collectively, as the context may require, (i) the Person or Persons owning, directly or indirectly, through any contract, agreement, arrangement, understanding, relationship or otherwise, any class of voting securities (or other ownership interests) of Borrower, and (ii) the Person or Persons possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Borrower, whether through ownership of stock, by contract, or otherwise.

"**Equity Owner Pledge**" means a Membership Interest Pledge in form and content acceptable to Lender executed by Equity Owner in favor of Lender, which secures Borrower's Obligations, and any and all amendments or supplements thereto or replacements thereof.

"**Event of Default**" shall have the meaning ascribed to it in Section 8.1.

"**Federal Trade Embargo**" means any federal law imposing trade restrictions, including (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), (ii) the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq., as amended), (iii) any enabling legislation or executive order relating to the foregoing, (iv) Executive Order 13224, and (v) the PATRIOT Act.

"**Financial Covenants**" shall have the meaning set forth in Exhibit D.

"**Force Majeure Event**" shall mean the occurrence of any of the following events: (i) acts of declared or undeclared war by a foreign enemy; (ii) riots; (iii) casualty or condemnation; (iv) floods or hurricanes; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of materials to the extent not within the reasonable control of Borrower; (ix) strikes, lockouts or other labor trouble; (x) pandemic; (xi) governmentally mandated closures or work stoppages; (xii) changes in Legal Requirements; and (xiii) any other event or circumstance not within the reasonable control of Borrower, but "Force Majeure Event" shall not include delays, stoppage or any other interference with the construction of any improvements caused by insolvency, bankruptcy or any lack of funds of Borrower, and provided

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further, that in no event will any one or more Force Majeure Events extend the Completion Date by more than a total of ninety (90) days.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

"**General Contractor**" means a general contractor with a valid contractor's license in the state where the Property is located and that has been approved by Lender, which approval shall not be unreasonably withheld.

"**General Contractor Agreement**" means a guaranteed maximum price construction contract between Borrower and General Contractor for the completion of the Project in accordance with the Plans and Specifications, and consistent with the Loan Budget, in form and content reasonably acceptable to Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**General Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by a General Contractor with respect to a General Contractor Agreement.

"**Governmental Authority**" means any and all governments, public or quasi-public authorities, courts or any and all agencies, authorities, bodies, bureaus, departments, or instrumentalities of any government.

"**Guarantor**" means individually and collectively, as the context may require, and jointly and severally, Samuel Weiss, Mark Rosenwasser, , and any additional Persons (other than Equity Owner) who may sign any guaranty or indemnity in favor of Lender in connection with the Loan.

"**Guaranty**" means, individually and collectively, as the context may require, that certain Repayment Guaranty of even date herewith by Guarantor in favor of Lender, that Completion Guaranty of even date herewith by Guarantor in favor of Lender, that certain Carveout Guaranty of even date herewith by Guarantor in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Hard Costs**" means, collectively, all costs and expenses set forth in the Loan Budget, which are denominated therein as "**hard costs**".

"**Hazardous Materials**" means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, reproductive toxicity, infectiousness or other harmful properties or effects, including all chemicals, substances, materials and wastes that are now or hereafter may be regulated in any manner, classified as dangerous, hazardous or toxic, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local government or public agency, board, body or authority or by any Hazardous Material Law. "Hazardous Materials" include flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos, hazardous waste, radon, toxic substances or other related materials whether

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in the form of a chemical, element, compound, solution, mixture or otherwise, including those materials defined as "hazardous substances", "hazardous materials", "toxic substances", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste" or "restricted hazardous waste" by any Hazardous Materials Law.

"**Hazardous Materials Law**" means any federal, state, or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental or public agency, board, body or authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force, including those relating to the release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property. "Hazardous Materials Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Carpenter Presley Tannel Hazardous Substance Account Act, and similar laws of any state in which the Property is located, as the same are now or hereafter amended.

"**Indebtedness**" of a Person means such Person's (i) obligations for borrowed money; (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade); (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person; (iv) obligations which are evidenced by notes, acceptances, or other instruments; (v) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; (vi) capitalized lease obligations; (vii) the Loan; (viii) letters of credit; (ix) off-balance sheet liabilities; (x) sale and leaseback transactions; and (xi) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

"**Indemnity**" means that certain Hazardous Substances Indemnity Agreement of even date herewith by Borrower and Guarantor (if applicable) in favor of Lender, and any and all amendments thereto.

"**Initial Advance**" means the first Advance made by Lender on or around the Closing Date.

"**Legal Requirements**" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting any Borrower Party or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting any Borrower Party or the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

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"**Lien**" means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Property, the Collateral or any portion thereof or interest therein, or any Borrower Party or any interest therein, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**Loan**" has the meaning provided in Recital A.

"**Loan Budget**" - means the budget attached hereto as Exhibit C, as the same may be amended, modified, supplemented or replaced from time to time, which budget sets forth the costs and expenses to be incurred in connection with the Completion by Borrower of the Project and is subject to the approval of Lender.

"**Loan Documents**" means each and all of: (a) this Agreement, (b) the Note, (c) the Indemnity, (d) each Guaranty, (e) the Equity Owner Pledge (if any), (f) the Deposit Account Control Agreement (if any), (g) Uniform Commercial Code financing statements relating to Borrower's interest in the Property and, to the extent Lender requires the execution of the Equity Owner's Pledge, the Equity Owner's interest in Borrower, (h) the Security Instrument, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, whether now or hereafter entered into, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Material Adverse Effect**" means a material adverse effect upon (i) the business, reputation, financial condition, results of operations or properties of Borrower or any other Borrower Party, (ii) the ability of any Borrower Party to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights and remedies of Lender under the Loan Documents.

"**Maturity Date**" means 1/1/2027

"**Note**" means that certain Promissory Note of even date herewith, in the maximum principal amount of up to $6,417,600.00, executed by Borrower and payable to the order of Lender in evidence of the Loan, and any amendments or supplements thereto or any renewals or replacements thereof.

"**Obligations**" means, collectively, Borrower's obligations for the payment of the Debt and the performance of all obligations of Borrower contained in the Loan Documents.

"**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any applicable governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, including trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001), as amended from time to time.

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"**Permitted Encumbrances**" means any exceptions listed on the Title Policy and approved by Lender, but shall not include any monetary liens or encumbrances other than Taxes.

"**Person**" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.

"**Plans and Specifications**" means the plans and specifications for the Completion of the Project (including a description of the materials, equipment and fixtures necessary for the Completion of the Project), prepared or to be prepared by (or on behalf of) Borrower after the Closing Date, including any other architectural, structural, foundation and elevator plans and specifications prepared by a Design Professional and any other mechanical, electrical, plumbing and fire protection plans and specifications prepared by any Person retained or to be retained by Borrower, the applicable Design Professional or the General Contractor, approved in writing by Lender (to the extent such approval is required by the terms of this Agreement), in each case, as the same may be amended by Change Orders applicable thereto that are permitted under this Agreement.

"**Project**" means the Completion of all capital improvements, which capital improvements are described in the Loan Budget, all completed in accordance with the Plans and Specifications that have been submitted to and approved by Lender, the Loan Budget, and all applicable Legal Requirements.

"**Project Documents**" means collectively, all Construction Documents, the Plans and Specifications, the Loan Budget, the Project Permits and the Project Schedule for the Project, as any of the foregoing may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"**Project Expenditure**" means costs and expenses incurred in connection with the Completion by Borrower of the Project in accordance with the Loan Budget, including interest and carrying costs.

"**Project Permits**" means collectively, all authorizations, consents and approvals, licenses and permits given or issued by Governmental Authorities, which are required for the Completion of the Project in accordance with all Legal Requirements and the Plans and Specifications for the Project, and for the performance and observance of all obligations and agreements of Borrower contained herein or in the other Loan Documents relating to the Completion of the Project, as the same may be amended, replaced, supplemented, assigned or otherwise modified from time to time in accordance with the terms of this Agreement and applicable Legal Requirements.

"**Project Schedule**" means the schedule for the projected progress of the Completion of the Project, setting forth a construction progress schedule reflecting, among other things, the anticipated dates of completion, which shall include, without limitation, a trade-by-trade breakdown of the estimated periods of commencement and completion of the specific work to be completed in connection with the Completion of the Project substantially in accordance with the Plans and Specifications and Legal Requirements, as the same may be amended, restated, replaced, supplemented, updated or otherwise modified from time to time in accordance with the terms of this Agreement or otherwise with the approval of Lender, which approval shall not be unreasonably withheld.

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"**Property**" means that certain real property located at 215 Kings Lane, Fort Pierce, FL 34950, 115 Kings Lane, Fort Pierce, FL 34950; 135 Kings Lane, Fort Pierce, FL 34950; 145 Kings Lane, Fort Pierce, FL 34950; 155 Kings Lane, Fort Pierce, FL 34950; 165 Kings Lane, Fort Pierce, FL 34950; 175 Kings Lane, Fort Pierce, FL 34950; 185 Kings Lane, Fort Pierce, FL 34950; 195 Kings Lane, Fort Pierce, FL 34950; 205 Kings Lane, Fort Pierce, FL 34950; 125 Kings Lane, Fort Pierce, FL 34950; and 225 Kings Lane, Fort Pierce, FL 34950 as more particularly described in Exhibit B attached hereto, together with the improvements and all appurtenances now or hereafter located on such real property (including any Units described on Exhibit E attached hereto).

"**Recourse Guaranty**" means, for any Person, any guaranty or indemnity agreement of Indebtedness by such Person that is not a Carveout Guaranty.

"**Reserve Account**" means, any reserve or escrow account established under the Loan Documents from time to time, which reserve or escrow account may be established, at Lender's discretion, by reserving a portion of the outstanding principal balance of the Loan for such account.

"**Retainage**" means an amount equal to the greater of (a) ten percent (10%) of the total amount payable under the applicable General Contractor Agreement and any Trade Contract, as applicable, for the Project and (b) the actual retainage amount specified in such General Contractor Agreement and any Trade Contract, as applicable, for the Project.

"**Security Instrument**" means a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in either case executed by Borrower for the benefit of Lender encumbering a Property.

"**Site Assessment**" means an environmental site assessment (including all drafts thereof) of the Property of such scope as may be reasonably requested by Lender (including, without limitation, the taking of soil borings and air and groundwater samples and other above and below ground testing) and otherwise in form and substance acceptable to Lender, prepared by an environmental engineer approved in advance by Lender in writing, with errors and omissions insurance coverage reasonably acceptable to Lender.

"**Soft Costs**" means, collectively, all costs and expenses set forth in the Loan Budget for the applicable Project, which are denominated therein as "soft costs".

"**Stored Materials**" means materials purchased by Borrower on or prior to the date of an Advance Request for use in the completion of the Project that is the subject of such Advance Request, but either (i) stored at the Property that is the subject of the Project or a bonded warehouse, and not yet installed or incorporated into the Project or (ii) not yet delivered to such Property nor stored in a bonded warehouse. Stored Materials shall cease to be Stored Materials only when the same are installed or incorporated into the Project.

"**Stored Materials Conditions**" means that Lender shall have: (a) reasonably determined that the applicable Stored Materials are appropriate for purchase during the then current stage of completion of the Project for which such Stored Materials have been purchased; (b) received evidence that the applicable Stored Materials have been paid for and are owned by (or upon payment of the amounts to be disbursed in connection with the applicable Advance Request shall be paid for and owned by) Borrower free of all liens or claims of the vendor or any third party (provided, however, that Borrower shall be permitted to submit a request for an Advance, in the discretion of Lender, with respect to deposits and down payments for Stored Materials to the

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extent approved by Lender in its sole discretion); (c) reasonably determined that Lender has a perfected, first-priority security interest in such Stored Materials; (d) received a certification by any applicable Design Professional that it has inspected such Stored Materials and they are in the condition required under the applicable Trade Contract(s); (e) received evidence reasonably satisfactory to Lender that all such Stored Materials are insured against casualty, loss and theft in an amount at least equal to their replacement costs, and that Lender is named as an additional insured and loss payee with respect thereto; (f) received evidence that the applicable Stored Materials are or will be securely stored (i) on site at Property upon which such Stored Materials will be utilized (and Lender shall have reasonably determined that such Stored Materials kept on such Property are not in excess of such building equipment and materials as would be kept at a property under construction in accordance with good construction practice for current installation or incorporation), or (ii) in a bonded warehouse (or other location reasonably acceptable to Lender) off-site properly inventoried and clearly stenciled or otherwise marked to indicate that they are the property of Borrower, and that the warehouse or other location has been notified that Lender has a security interest in the subject Stored Materials, and Lender shall have received from Borrower the original warehouse receipt therefor, if applicable, or received a copy of the agreement with the supplier or fabricator of such Stored Materials; and (g) without limiting the foregoing, as to any materials not yet delivered to such Property, received proof of payment reasonably satisfactory to Lender from the supplier or fabricator of such materials, the cost of which is, in whole or in part, payment for all amounts covered by any prior Advance Request.

"**Subsequent Advance**" means any Advance after the Initial Advance.

"**Taxes**" means all taxes, assessments, levies and charges imposed by any Governmental Authority having jurisdiction over the Property, which are or may affect, or become a lien upon, such Property, or the rents, royalties, profits and income of the Property, or interest therein, or imposed by any Governmental Authority upon Borrower or Lender by reason of their respective interests in the Property or by reason of any payment, or portion thereof, made to Lender hereunder or pursuant to any Obligation secured by any of the Loan Documents (including all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon), other than taxes which are measured by and imposed upon Lender's general net income.

"**Title Policy**" means an ALTA (or the relevant state equivalent in any state in which ALTA is not the commercial standard) extended Lender's title insurance policy in the amount of the Loan, with such endorsements as Lender may require, containing no exceptions to title (printed or otherwise) that are unacceptable to Lender, and insuring that Lender has a first priority Lien on the Property.

"**Trade Contract**" means any agreement, contract or purchase order between Borrower, an Affiliate of Borrower or General Contractor, on the one hand, and any Trade Contractor, on the other hand, pursuant to which such Trade Contractor agrees to provide labor, materials, equipment or services in connection with the Completion of the Project, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Trade Contractor**" means any Person that is a contractor, subcontractor, sub-subcontractor, supplier or provider of labor, materials, equipment or services in connection with the Completion of the Project.

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"**Trade Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by each Trade Contractor for the Project with respect to its related Trade Contract.

"**Transfer**" means to voluntarily or involuntarily upon death, dissolution or by any other operation of law, sell, assign, convey, transfer, pledge, encumber or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge, encumbrance or other disposition.

"**Uniform Commercial Code**" means (a) with respect to the Property, the Uniform Commercial Code as in effect in the state where such Collateral is located, and (b) with respect to the ownership interests in Borrower, the Uniform Commercial Code as in effect in the State of California (except for matters which the Uniform Commercial Code of the State of California provides shall be governed by the Uniform Commercial Code in effect in any other state, in which case "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect from time to time in such other state), in each case as amended from time to time.

"**Unit**" shall have the meaning ascribed to it in Exhibit E attached hereto.

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Exhibit B

Legal Description

The Land referred to herein below is situated in the County of St. Lucie, State of Florida and is described as follows:

All that certain land described in the Plat of Villas at Kings Landing, recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Parcel IDs: 2410-513-0010-000-3, 2410-513-0011-000-0, 2410-513-0009-000-3, 2410-513-0008-000-6, 2410-513-0007-000-9, 2410- 513-0006-000-2, 2410-513-0012-000-7, 2410-513-0001-000-7, 2410-513-0005-000-5, 2410-513-0004-000-8, 2410-513-0003-000-1, 2410-513-0002-000-4

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Exhibit C

Loan Budget

Category	Cost Code	Notes	Total Budget	Cost Spent	Go-Forward Loan 1
Grading	Grading		$45,000.00	$0.00	$45,000.00
4200 Plumbing	3600 Plumbing - Draw 1 - Rough	Mechanical One	$34,272.00	$0.00	$34,272.00
2150 Dumpster Service	1492 Dumpster	estimated 20yd for 8 mos (est 7 pulls, at est 5 ton	$20,970.00	$0.00	$20,970.00
2160 Temporary Toilets	1491 Port-o-let	est 8 mo with weekly clean (through WastePro)	$3,240.00	$0.00	$3,240.00
2250 Masonry	4100 Block Walls		$270,276.00	$0.00	$270,276.00
2200 Foundation- Concrete	2100 Slab		$139,237.00	$0.00	$139,237.00
TOTAL SLAB			$612,986.00	$0.00	$612,986.00
4150 HVAC	3800 Mechanical - Draw 1 - Rough	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	3700 Electrical - Draw 1 - Rough	Mechanical One	$44,964.00	$0.00	$44,964.00
2400 Termite Protection	2410 Termite Shield	Boracare STARK/Arrow per sqft per Tara	$1,194.15	$0.00	$1,194.15
			$0.00	$0.00	$0.00
0000 Sprinkler & Fire Alarm System		do not need	$0.00	$0.00	$0.00
3200 Truss System	3140 Trusses / Floor Joists	CCA Todd	$57,450.00	$0.00	$57,450.00
3300 Framing Labor	3100 Framing	United Contractors	$343,646.00	$0.00	$343,646.00
TOTAL INTERIOR FRAMING			$481,174.15	$0.00	$481,174.15
			$0.00	$0.00	$0.00
3350 Window & Door Supplier	4500 Windows & Entry Door	JBR	$218,964.00	$0.00	$218,964.00
3500 Roofing Turnkey	4010 Roofing	Sunshine Roofing	$205,708.00	$0.00	$205,708.00
3530 Soffit	3530 Soffit / Fascia	Gutter Guy of Treasure Coast 12/12 labor and install pt outriggers (2x4), 1X6 T&G & 1x3 pt fascia	$42,750.00	$0.00	$42,750.00
5260 Stucco	4210 Stucco Package	Shell Systems Stucco 8/9/24 - (building C still needed for EST-$ entered is rough)	$98,799.90	$0.00	$98,799.90
3600 Garage Door	4570 Garage Doors	rick d&d-luxury line,	$25,488.00	$0.00	$25,488.00
TOTAL WINDOWS/ DOORS/ ROOF			$681,708.90	$0.00	$681,708.90
5100 Flooring	Flooring, tile, decking, backsplash	Barry Neal	$241,043.20	$0.00	$241,043.20
4150 HVAC	5800 Mechanical - Draw 2 - Trim	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	5850 - Electrical Fixtures	Mechanical One	$28,751.70	$0.00	$28,751.70
4200 Plumbing	3650 Plumbing - Draw 2 - Tubset	Mechanical One	$25,704.00	$0.00	$25,704.00
4450 Insulation	4700 Insulation	Daniel Insulation	$75,537.00	$0.00	$75,537.00
4300 Electrical	5700 Electrical - Draw 2 - Trim	Mechanical One	$29,736.00	$0.00	$29,736.00
6100 Interior Trim & Doors Supplier	6102 Interior Trim Material	ABS	$129,994.19	$0.00	$129,994.19
6200 Interior Trim Labor	4860 Trim Labor	INCLUDED ABOVE	$0.00	$0.00	$0.00
	Inspections	WEINTRAUB	$6,450.00	$0.00	$6,450.00
6300 Painting	4900 Paint Interior / Exterior	L and Jim Painting - per sqft. If upgrade to satin or eggshell finish, add .40/sf	$57,915.74	$0.00	$57,915.74
TOTAL DRYWALL			$828,061.83	$0.00	$828,061.83
Decking	Trex Decking	BFS	$53,172.60	$0.00	$53,172.60
5300 Flat Concrete	6200 Driveway / Sidewalk	Alliance Pavers	$23,624.16	$0.00	$23,624.16
5450 Landscaping	6100 Sod / Plants / Grading	Down2Earth (not including sod-sq ft not on plans)	$83,744.61	$0.00	$83,744.61
5450 Landscaping	6110 Irrigation	Down2Earth	$13,505.25	$0.00	$13,505.25
			$0.00	$0.00	$0.00
4200 Plumbing	5600 Plumbing - Draw 3 - Final	Mechanical One	$79,044.00	$0.00	$79,044.00
4500 Drywall Turnkey	5010 Drywall	Vatos Drywall	$89,166.00	$0.00	$89,166.00
6360 Cabinets Turnkey	5400 Cabinets	Kitchen Art of South Florida	$123,712.00	$0.00	$123,712.00
6430 Countertop	5420 Countertops	Kissa with Kroner USA	$82,031.62	$0.00	$82,031.62
6300 Painting	5920 Paint Final	L&Jim	$17,288.00	$0.00	$17,288.00
6300 Painting	5921 Paint Touch Up	L&Jim	$17,288.00	$0.00	$17,288.00
6650 Specialties	5250 Shelves / Mirrors / Hardware	Everlasting Image	$73,658.99	$0.00	$73,658.99
6650 Specialties	5260 Blinds	Blinds By Jason	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
6800 Appliances Supplier	5500 Appliances	Aggressive appliances	$123,382.37	$0.00	$123,382.37
	Gas	Mechanical 1	$19,369.98	$0.00	$19,369.98
6900 Cleaning	6010 Cleans	Road Brothers	$4,918.44	$0.00	$4,918.44
6900 Cleaning	6013 Power Washing	per request (one generally scheduled after trades)	$480.00	$0.00	$480.00
			$0.00	$0.00	$0.00
	Elevators	Southeast Elevators	$201,540.00	$0.00	$201,540.00
	PAVERS-pre con for street pavers	(Alliance Pavers quote for main street pavers)	$156,075.00	$0.00	$156,075.00
	Balcony and Railings	TNT EST	$193,520.00	$0.00	$193,520.00
	Perimeter Walls		$73,680.00	$0.00	$73,680.00

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TOTAL FINAL			**$1,429,201.02**	**$0.00**	**$1,429,201.02**
				$0.00	$0.00
Total Brick & Mortar			**$3,844,131.90**	**$0.00**	**$3,844,131.90**
Permit & Impact Fees		Approx $20,000/Unit	$120,000.00	$ 1,832.90	$118,167.10
HOA Deficit Funding		Approx $2,000/Unit	$12,000.00	0	$12,000.00
Total Vertical Cost			**$3,776,131.90**	**$ 1,832.90**	**$3,774,298.00**
Plans & Design			$3,975.00	$3,975.00	$0.00
Insurance Costs			$60,000.00	$0.00	$60,000.00
Soft Costs			$997.50	$997.50	$0.00
Site Work Permit Renewal			$5,574.32	$5,574.32	$0.00
Total Horizontal Site Work			$790,308.00	$421,297.92	$369,010.08
Site Work Bond			$17,982.09	$17,982.09	$0.00
Vertical Bond	Est. 2% of Total Brick & Mortar		$122,865.00	0	$122,865.00
Total Project Cost (Less contingency & GC Fee)			**$4,777,833.81**	**$451,668.73**	**$4,326,174.08**
GC Fee			**$734,486.63**	**$ 85,051.85**	**$ 688,443.98**
Contigency			**$319,860.79**	**$0.00**	**$319,860.79**
TOTAL TOTAL			**$5,831,980.23**	**$516,711.38**	**$5,315,268.85**

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Exhibit D

Financial Covenants

"**Financial Covenants**" means Borrower and Guarantor shall, at all times, comply with the following: Liquidity shall not be less than $1,500,000.00, which financial covenant shall be calculated on a quarterly basis within 30 days of each fiscal quarter end.

"**Liquidity**" means (a) unencumbered cash and cash equivalents of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, and (b) marketable securities of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, each valued in accordance with a cash basis accounting method, GAAP (or other principles acceptable to Lender), as determined by Lender in its sole discretion.

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Exhibit E
Multiple Unit Provisions

1. Units. The Property consists of ten (10) lots (each, a "**Unit**"). The total Loan amount shall be allocated across the Units.

2. Partial Release. At any time prior to the Maturity Date, Lender shall, at Borrower's request, issue a partial reconveyance (a "**Partial Release**") from the lien of the Security Instrument of one or more of the Units (a "**Released Property**") that Borrower has proposed to sell or refinance, with Lender's approval; provided, however, that prior to or simultaneously with each such Partial Release all of the following conditions shall be satisfied:

   a. No Default and no Event of Default exists;

   b. Borrower provides Lender at least thirty (30) days' prior to the anticipated closing date of a Released Property Sale or Released Property Financing, a written request for such release together with any documents related thereto (including the sales agreement, or evidence satisfactory to Lender of Borrower entering into a new financing agreement with an unaffiliated, bona fide third party, as applicable);

   c. Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such Partial Release and the cost of any title insurance endorsements required by Lender;

   d. Lender shall have received evidence satisfactory to Lender that (i) the Released Property to be reconveyed and the portion of the Property which shall remain encumbered by the Security Instrument are each legal parcels lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (ii) that the portion of the Property which shall remain encumbered by the Security Instrument have the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof;

   e. For (A) each Unit (excluding 125 Kings Lane, Fort Pierce, FL 34950 (Lot 9) and 115 Kings Lane, Fort Pierce, FL 34950 (Lot 10)) to be reconveyed, Lender shall have received funds in an amount for each Released Property equal to 115% of par value of the Released Property, as shown below, (B) Lot 9 to be reconveyed, Lender shall have received funds in an amount equal to $1,200,000.00 and (C) Lot 10 to be reconveyed, Borrower must sell Lot 10 to an unaffiliated, bona fide third party, for the avoidance of doubt, that certain Seller Purchase and Sale Agreement dated January 17th 2025 between Borrower and Deborah Phillips Downs is considered a sale to a bona fide third party and will fulfill the release condition for a sale of Lot 10. (the "**Release Price**"):

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Address	Sq Feet	ARV	Allocation %	Allocation $	115%
165 Kings Lane - Lot 5 / Building B - Unit 1	2,186	1,595,780	18.06%	1,158,744.63	1,332,556.32
155 Kings Lane - Lot 6 / Building B - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
145 Kings Lane - Lot 7 / Building C - Unit 1	2,146	1,566,580	17.73%	1,137,541.62	1,308,172.86
135 Kings Lane - Lot 8 / Building C - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
125 Kings Lane - Lot 9 / Building D - Unit 1	2,243	1,200,000	13.58%	871,356.67	1,200,000.00
215 Kings Lane - Lot 1 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
205 Kings Lane - Lot 2 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
195 Kings Lane - Lot 3 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
185 Kings Lane - Lot 4 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
115 Kings Lane - Lot 10 / Building D - Unit 2	2,087	-			-
Totals	12,882	8,838,080	100.00%	6,417,600	7,578,180
	Total Invested Equity				
	Total Loan Amount	6,417,600			

Note:
Lot 9 and 10 are excluded from release pricing. Lot 9 release price will be $1.2MM and Lot 10 will be released upon sale without a paydown amount.

(For avoidance of doubt, no Unit may be sold by Borrower unless it is released (and, without limitation, the required payment is made) pursuant to this Exhibit E prior to or concurrently with such sale.)

f. The Partial Release is made either solely in connection with the sale of the Released Property to an unaffiliated, bona fide third party (the "**Released Property Sale**"), or solely in connection with the financing of a new loan for the Released Property, either between Borrower and Lender, or between Borrower and an unaffiliated, bona fide third party ("**Released Property Refinancing**");

g. If requested by Lender, the Borrower shall have entered into a modification of the Security Instrument to attach the correct legal description for the remaining Units in form and substance satisfactory to Lender;

h. The title insurance company insuring the priority of the Security Instrument shall have issued, at Borrower's expense, an endorsement or endorsements to the Lender's title insurance policy obtained in connection with the Loan, insuring the continued priority of the Security Instrument after the Partial Release in addition to such other endorsements as Lender may reasonably request, in each case in form and substance satisfactory to Lender;

i. Borrower shall have provided to Lender any and all documents required for the Partial Release as Lender in its sole discretion shall request, and Lender shall have executed each of the same; and

j. Borrower shall have paid all of Lender's costs and expenses associated with the Partial Release, including attorneys' fees.

3. Application of Release Price. The Release Price received by Lender for each Released Property shall be applied to reduce amounts owing with respect to the Loan in a manner determined by Lender in its sole and absolute discretion until such time that the outstanding balance of the Loan, including without limitation all principal and interest, together with any and all other costs, fees, and expenses have been repaid in full.

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Neither the acceptance of any payment nor the issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of *the* Security Instrument on the remainder of the Property and Improvements which is not reconveyed. Any amounts of the Loan repaid may not be reborrowed.

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FPRA Regular Meeting - 5:05 PM **8. B.**

Meeting Date: August 12, 2025

Re: FPRA Resolution 25-13 Authorizing or Denying a First Amendment-215 N 2nd St

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

FPRA Resolution 25-13 Authorizing or Denying a First Amendment to the Grant Agreement for Commercial Façade Improvement Located at 215 N 2nd Street

FPRA REDEVELOPMENT GOAL/POLICY:

Goal 7 = The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.

Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny extension request.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024

Account: N/A

Amount: 0

FISCAL IMPACT:

No new expenses. This was approved 2/13/24 by the FPRA Board.

Attachments

FPRA Resolution 25-13

First Amendment-215 N 2nd St

Extension Letter

Executed Agreement 2.13.24
City Attorney Memo

FPRA RESOLUTION NO. 25-13

A RESOLUTION OF THE FORT PIERCE REDEVELOPMENT AGENCY, A DEPENDENT SPECIAL DISTRICT OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING OR DENYING A FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVEMENT LOCATED AT 215 N 2ND STREET RELATED TO A REQUEST FOR AN EXTENSION OF TIME**; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 13th, 2024, the Fort Pierce Redevelopment Agency ("FPRA") and Gloria Roa Bodin, P.A., ("Recipient") entered into the Grant Agreement for Commercial Façade Improvement ("Agreement") for the commercial façade located at 215 N 2nd Street, Fort Pierce, FL 34950 ("Property");and

WHEREAS, the Agreement included Project Deadlines/Term for which the Recipient was required to receive the building permit within six months of the Effective Date and complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient has partially improved the Property, namely removal and disposal of the concrete porch, porch stair, and porch overhang under Permit #24-2063; and

WHEREAS, the Recipient has commenced construction sitework of the Property under Permit #24-2611, but anticipates delays; and

WHEREAS, the Recipient has requested an extension of the Agreement Term for an additional twelve months which will extend the time to complete the Project from eighteen (18) months to thirty (30) months; and

WHEREAS, the Recipient will fail to complete the project within the eighteen-month period of the Effective Date; and

WHEREAS, pursuant to the Agreement, the FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement; and

WHEREAS, pursuant to the Agreement, any authorization to extend the Project Deadlines must be in writing and approved by the FPRA Board.

NOW, THEREFORE, BE IT RESOLVED by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, Florida, as follows:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The FRPA hereby:

☐ GRANTS the Recipient's request for an extension of time and authorizes execution of the First Amendment to the Grant Agreement for Commercial Façade Improvement, attached hereto as Exhibit 1.

☐ DENIES the Recipient's request for an extension of time due to a material breach of the Agreement based on the Recipient's failure to comply with the term(s) of the Agreement and hereby authorizes and directs the FPRA Director or the Agency's Attorney, or their

designee, to terminate the Agreement.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall take effect upon approval by the Fort Pierce Redevelopment Agency Board.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 20__.

_____
LINDA HUDSON, CHAIR

ATTEST:

_____
LINDA W. COX, AGENCY SECRETARY

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, AGENCY ATTORNEY

FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FACADE IMPROVEMENT

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT FOR COMMERCIAL FAÇADE IMPROVENMENT (the "Agreement") is made and entered into as of this ____ day of _____2025, by and between the FORT PIERCE REDEVELOPMENT AGENCY ("FPRA"), a dependent special district of the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and GLORIA ROA BODIN, P.A., whose mailing address is 215 N. 2nd Street, Fort Pierce. FL; 34950 ("Recipient"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, on February 13th, 2024, the Parties entered into the Grant Agreement for Commercial Façade Improvement located at 215 N 2nd Street, Fort Pierce, FL 34950; and

WHEREAS, the Agreement included a Project Deadlines/Term for which the Recipient was required to receive building permits within six months of the Effective Date and complete the Project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient has obtained building permits and commenced improvements to the Property but anticipates delays that will prevent Recipient from completing the project within twelve months after the issuance of the building permits; and

WHEREAS, the Recipient will fail to complete the project on or before the expiration of the Agreement Term; and

WHEREAS, the Recipient has requested an extension of the Agreement Term for an additional twelve months; and.

WHEREAS, pursuant to the Agreement The FPRA, in its sole and absolute discretion, may authorize an extension of the Project Deadlines to allow the Recipient to complete its obligations set forth in this Agreement in a timely manner if the Recipient is in compliance with this Agreement and the Recipient is taking reasonable steps to complete its obligations set forth in this Agreement.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the 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 Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Project Deadlines/Term.** The Project Deadlines/Term shall be amended to extend the Project deadline and Agreement Term as follows:

PROJECT DEADLINES/TERM

1. The Recipient shall complete the Project on or before the end of the Agreement Term (the "Term"). The Term shall commence February 13, 2024, and end August 13, 2026. The FPRA shall have a right to terminate this Agreement in the event the Recipient fails to meet the Project Deadline.

4. **Conflicts/ Amendment.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect. In the case of a perceived conflict between the terms of the Agreement and this First Amendment, this First Amendment shall govern.

5. **Counterparts.** This Amendment 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 Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

OWNER/RECIPIENT WITNESSES:

By: _____
Print Name: _____
Address: _____

By: _____
Print Name:_____
Address: _____

OWNER/RECIPIENT:

GLORIA ROA BODIN, P.A

Sign:_____
Print Name:_____
Title: _____
Date: _____

FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____
Linda Hudson, Chairwoman

Date: _____

ATTEST:

_____
Linda W. Cox, Agency Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq.
Agency Attorney

Attorneys

Gloria Roa Bodin
Admitted in Florida
Ilana Kapah, LLM
Admitted in New York

Jose Valencia
Admitted in Colombia
Mayela Rubio
Admitted in Venezuela
Luz Angélica Cáceres, LLM
Admitted in Colombia

GLORIA ROA BODIN, P.A.
Attorneys at Law

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Fax: (772) 429-2299

Court Processing Center
736 Delaware Avenue
Fort Pierce, Fl 34950

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www.gloriaroabodin.com

See *Immigration Law for Paralegals*
by Gloria Roa Bodin (www.cap-press.com)

Paralegals/ Support Staff

Efrain Reyes
Eric A. Bodin
Tina Roa
Laura Carrion
Katy Lopez
Stephanie Sandoval
Vanessa Carpio
Leslye Casas
James Medlin
Daniela Benítez
Yaritza Albino
Genesis Suarez
Germaine Marquina
Maria Beltran

Accounting

Vera Solano

City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

July 07 th , 2025

Subject: Request for 12 months Extension for the Commercial Façade Grant

Dear FPRA Board Members,

I'm writing to request a formal extension for the completion of our Commercial Facade Grant project. The front porch construction under Permit #24-2063 is fully finished, but we are delaying the sitework under Permit #24-2611, due to the ongoing rear building project and due to the heavy trucks delivering concrete for the footing in the rear building , the truck will be in/out of the property and will damage the sitework and cause costly repairs to rework.
We submitted our request to the building permit department for the rear building on 04/17/2025. The permit remains under review as today 07/02/2025
Once approved and rear construction wraps up, we will immediately begin finalizing the sitework as outlined in the grant.
We appreciate your understanding, and we ask for an additional 12 months to complete the project as intended.

Sincerely,

GRB

P. Gloria Roa Bodin

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this 13th day of February 2024, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"), and GLORIA ROA BODIN, P.A., a Florida Corporation ("Recipient"), (collectively, "Parties").

WITNESSETH:

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

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

WHEREAS, Gloria Roa Bodin, P.A., submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for the facade renovation located at 215 N. 2nd Street, Fort Pierce, FL (Parcel ID: 2410-503-0033-000-9) (the "Property"); and

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the property by removing current porch overhang, installing new porch wooden deck and roof cover, ADA improvements, improving the existing concrete driveway, adding pavers to the unimproved driveway, upgrading the outdoor lighting, and replacing sod and plants; and

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

WHEREAS, the FPRA Board desires to approve a reimbursable Commercial Façade Grant award in an amount up to one half of the approved cost of eligible improvements, not to exceed $15,000 to Gloria Roa Bodin, P.A. for the façade renovation of the property; and such approval was affirmed by the FPRA Board at their regular meeting on December 12, 2023; and

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

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 215 N. 2nd Street, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district; and

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

1. **Grant of Funds.** The FPRA shall pay to the Recipient, on a reimbursement basis, an amount up to fifty percent (50%) of eligible project costs, not to exceed Fifteen Thousand Dollars ($15,000.00) ("Grant") for the Recipient's completion of the Project. Provided the Recipient is in compliance with the terms and conditions of this Agreement, the FPRA shall make such payment within sixty (60) days after the Recipient's request for payment of the Grant funds and submission of invoices and any other information necessary to substantiate Recipient's compliance with this Agreement. Nothing herein shall be construed to grant the FPRA any ownership interests in the Project, and the FPRA shall have no liability whatsoever related to the Project.

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

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

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

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

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

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

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

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

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

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

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

10. **Default and Termination.**

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

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

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

11. **Indemnification.** The Recipient shall defend at its expense, pay on behalf of, hold harmless and indemnify the FPRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims'), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
    a. The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers; or
    b. The failure of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers to comply and conform with any applicable Laws; or
    c. Any negligent act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers, whether or not such negligence is claimed to be either solely that of the Recipient, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
    d. Any reckless or intentional wrongful act or omission of the Recipient, its employees, agents, representatives, contractors, subcontractors, or volunteers.

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

12. **Insurance.** The Recipient shall maintain insurance coverage in the form and amount deemed adequate by the FPRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.

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

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Gloria Roa Bodin, P.A. 215 N. 2nd Street Fort Pierce, FL 34950

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

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

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

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

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

19. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements, or understandings between or among the Parties relating to the subject matters of

this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

OWNER WITNESSES:

Sign: Ana María Tillit
Print: Ana María Tillit
Date: 2/12/2024

Sign: Nayda Rubio Oberto
Print:
Date: 2/12/2024

OWNER:

Sign:
Print: Gloria Ren Bodin
Date: 2/12/24

CITY WITNESSES:

Sign: Linda W. Cox
Print: Linda W Cox
Date: 2/13/2024

Sign: C Howard
Print: Celia Howard
Date: 2/15/2024

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: Linda Hudson
Print: Linda Hudson
As its: Chair
Date: 2/13/2024

APPROVED AS TO FORM & CORRECTNESS:

Sara Hodges, Esq.
City Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

215 N. 2ND STREET FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Gloria Roa Bodin, P.A. for the renovation of property located at 215 N. 2nd Street. This grant will provide funds to assist the Recipient improve the property by removing current porch overhang, installing new porch wooden deck and roof cover, ADA improvements, improving the existing concrete driveway, adding pavers to the unimproved driveway, upgrading the outdoor lighting, and replacing sod and plants.

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

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

Maximum FPRA Grant Award: Fifty percent (50%) of eligible costs, not to exceed Fifteen Thousand Dollars ($15,000.00).

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by August 13, 2025.

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

APPENDIX "B"

APPLICATION PACKET

215 N. 2ND STREET FORT PIERCE, FL 34950

Print

2023 COMMERCIAL FACADE GRANT PROGRAM APPLICATION - Submission #3417

Date Submitted: 11/16/2023

APPLICATION FORM

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria. Applications will be evaluated, and the four highest ranked properties will be awarded the grant.

To review full grant program overview, visit: FPRA Incentive Program | Fort Pierce, FL - Official Website (choosefortpierce.com)

Property Details:

Parcel ID Number:*

2410-503-0033-000-9

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

Grant Property Address:*

215 N 2ND STREET, FORT PIERCE, FL 34950

Property Owner's Name:*

GLORIA ROA BODIN

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

Building's Existing Use(s):*

IMMIGRATION LAW OFFICE

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

GLORIA ROA BODIN

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

PROPERTY OWNER

Email Address:*

GERMAINE@GLORIAROABODIN.COM

Phone Number: *

772-429-2888

Business Information:

Legal Business Name:

GLORIA ROA BODIN PA

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

IMMIGRATION LAW OFFICE

Employer Identification Number / Tax ID:

592-116-898

Number of Years in Business:

+25

Number of Years at Current Address:

18

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

Project Details:

Grant amount requested?

$ 25,000.00

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

What is the total cost of the project?

$ 62,000.00

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

8 WEEKS. BY THE WEATHER

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

General Description of Proposed Improvements:*

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

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

November 15th, 2023
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Application for FPRA GRANT Commercial Facade Program
Premises: 215 N 2nd Street, located in FPRA District

Dear Sir/Madam:

Our law office has been a proud member of the Fort Pierce business community for 18 years ago.
We are enthusiastic about the opportunity to contribute to the revitalization of the FPRA district through this grant program. The proposed project encompasses a series of crucial enhancements to our property, which will not only benefit our business operations but also contribute to the overall aesthetic appeal and economic vitality of the surrounding area.

The scope of improvements includes:

1. Removal and Disposal of Porch Overhang:
Elimination of the existing porch overhang to create a more modern and inviting entrance to our law office.

2. Removal and Disposal of Concrete Porch and Stair:
Demolition of the current concrete porch and stair to make way for a more aesthetically pleasing and functional design.

3. Furnish and Install New Porch Wooden Posts:
Installation of new porch wooden posts, strategically placed in excavated holes with reinforcing steel and concrete as per the approved plans.

4. Furnish and Install Treated Wooden Deck Support:
Implementation of treated wooden deck support, including the installation of treated wood decking to create a welcoming outdoor space for clients and visitors.

5. Furnish and Install Framing for New Roof Cover:
Installation of framing for a new roof cover, including plywood roof decking, roof underlayment, and metal roof panels that closely match the existing design.

6. Form and Place Concrete for New Stair:
Creation of a new concrete stair, involving the removal and replacement of existing concrete walkways and stairs at the city sidewalk. Additionally, the installation of a handrail for safety and aesthetic purposes.

7. Replace Sod and Plants:
Replacement of sod and plants as per the approved landscaping plans to enhance the greenery and contribute to the beautification of the property.

8. Unimproved Driveway Replacement with Concrete Permeable Pavers:
Replacement of the unimproved driveway with concrete permeable pavers, aligning with the FPRA's vision for sustainable and visually appealing developments.

9. Improve existing driveway.
A well-maintained and visually appealing driveway can enhance curb appeal. This can help attract more people to the area, which can be beneficial for the City.

10. Improve building illumination and Install Security Camera
Implementation of new building illumination will increase the safety of the building and will give a better visual appearance to the street.

The improvements outlined above are critical to the modernization and revitalization of our law office, and we believe they will significantly contribute to the overall goals of the FPRA GRANT Commercial Façade Program. The enhancements will not only elevate the visual aesthetics of our property but also positively impact property values, tenant occupancy, and contribute to the economic development and job creation objectives set forth by the FPRA.

We are seeking funding to support the execution of these improvements and, in turn, play a role in the continued growth and success of the historic Fort Pierce district. We are confident that with your support, our upgraded law office will serve as a beacon for positive change and contribute to the vibrancy of the FPRA district.

Thank you for considering our application. We are eager to participate in this transformative initiative and look forward to the opportunity to further discuss our proposal.

Sincerely,

Gloria Roa Bodin

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

I will fully fund this project with the business money and with my personal fund if needed

Gloria Roa Bodin, P.A.

Bank Name	Account ending	Account Statement for		New Balance
Truist Bank	2786	10/31/2023	$ 61,164.43	
Truist Bank	2097	10/31/2023	$ 22,582.67	
Truist Bank	1263	10/31/2023	$ 12,200.18	
Truist Bank	5646	10/31/2023	$ 24,993.13	$ 120,940.41

Gloria Roa Bodin

Bank Name	Account ending	Account Statement for		New Balance
Truist Bank	1982	10/18/2023	$ 56,788.72	
U.S. Century Bank	5696	10/31/2023	$ 77,692.60	
U.S. Century Bank	2363	10/31/2023	$ 124,010.37	$ 258,491.69

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

November 15th, 2023
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

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Premises: 215 N 2nd Street, located in FPRA District

Dear Sir/Madam:

We write in connection with the attached application for the FPRA grant for the premises located at the above address. The undersigned, Gloria Roa Bodin, Esq. is the Founder and President of said law firm. It is a branch office of the main office in Miami, established 1978, which was established in September of 1981 and specializes in immigration and visa procedures.

More than 18 years ago when we opened the Ft Pierce office the neighborhood was blighted. Said premises were an eyesore and a blot on the landscape. We took two run-down buildings and turned them into the presentable, commercial law buildings. This meant a substantial renovation investment.

Since then, a revitalization program sponsored by the City has brought restaurants, retail spaces, renovated homes and more to the downtown area. We believe we were pioneers in this enhancement of the downtown corridor.

Today, we are seeking funds to enhance the appearance of our buildings and aid in the revitalization by applying for the above grant.

We want to partner with the City to develop an aesthetically appealing facade which will lead to increased property values and promote the gentrification of downtown for economic development and job creation.

Here are some key reasons why our property should be selected to receive the grant:

Historic Significance:
Our law office is in a historically significant building within the FPRA district. Preserving and improving the facade of our property will not only contribute to the overall revitalization effort but also maintain the historical charm of Fort Pierce.

Community Impact:
As a legal service provider, our commitment extends beyond our business operations. By improving the appearance of our property, we aim to create a positive impact on the community by offering a welcoming and aesthetically pleasing environment for our clients.

Economic Development:
The proposed facade improvement aligns with the FPRA objectives of stimulating private investment. Enhancing the visual appeal of our property will attract more clients, contribute to increased foot traffic in the area, and potentially lead to further economic development.

Job Creation:
The improvements planned for our property may necessitate the engagement of local contractors, thereby contributing to job creation within the community. This aligns with the FPRA plan's goal of fostering job opportunities.

Increased Property Values:
By participating in this program, we anticipate that the aesthetic enhancements to our property will positively impact property values in the surrounding area. This, in turn, aligns with the FPRA plan's objective of increasing property values in the district.

We are committed to working closely with the FPRA and any designated representatives throughout the process, ensuring that our proposed project aligns seamlessly with the overall objectives of the FPRA GRANTS Commercial Facade Grant Program.

In short, thank you for considering our application. We are excited about the opportunity to contribute to the revitalization of the FPRA district and look forward to the possibility of enhancing the visual appeal of our property in collaboration with the Fort Pierce Redevelopment Agency.

Sincerely,

Gloria Roa Bodin

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

Required Documentation:

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

PHOTO 1.pdf

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

PHOTO 2.pdf

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

PLAN - DRIVEWAY.pdf

Design and construction plans for the proposed improvements.*

PLAN - FACADE.pdf

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

PLAN - PLANTS.pdf

Proof of ability to fully fund the project.*

Bank Statements.pdf

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

LETTER TO CITY.pdf

Cost Estimates*

ERIC BODIN -INVOICE AND PROJECT DESCRIPTION.pdf

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

Signature

Electronic Signature*

Gloria Roa Bodin

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

By typing your name in the box above, you are signing the document electronically. You agree that your electronic signature has the same validity as your handwritten signature.

Attorneys

Gloria Roa Bodin
Admitted in Florida

Valentina Coriat, LLM
Admitted in Venezuela
Jose Valencia
Admitted in Colombia
Karolina Wells, LLM
Admitted in Venezuela
Mayela Rubio
Admitted in Venezuela
Antonietta Marquez
Admitted in Venezuela

GLORIA ROA BODIN, P.A.
Attorneys at Law

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E-mail: gglobo@aol.com
www.gloriaroabodin.com

See *Immigration Law for Paralegals*
by Gloria Roa Bodin (www.cap-press.com)

Paralegals/ Support Staff

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Eric A. Bodin
Tina Roa
Laura Carrion
Katy Lopez
Stephanie Sandoval
Jaelyn Aguilar
Vanessa Carpio
Leslye Casas
James Medlin
Daniela Benitez
Dinka Coco Valenzuela
Germaine Marquina

Accounting

Vera Solano

November 15th, 2023

City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

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Sincerely,

.....

Gloria Roa Bodin

LOCATION: 215 N 2ND STREET FORT PIERCE, FL 34950





LOCATION: 215 N 2ND STREET FORT PIERCE, FL 34950





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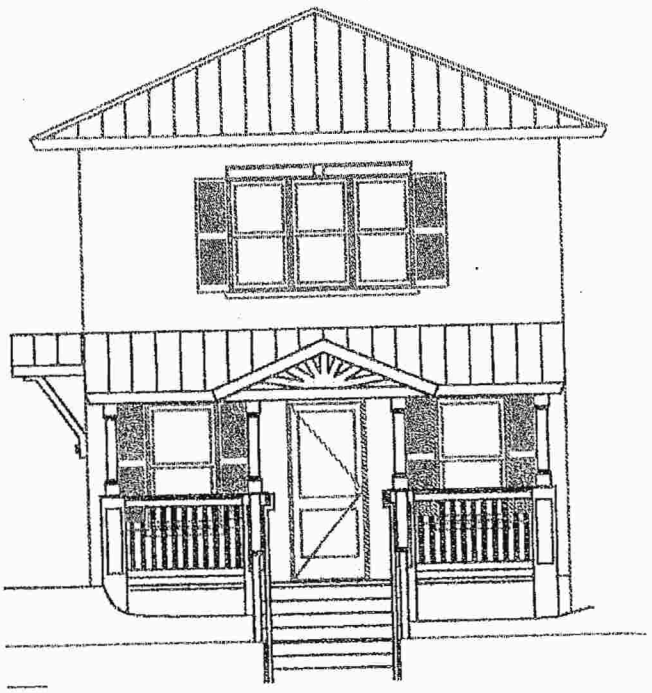
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Paralegals/
Support Staff

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Leslye Casas
James Medlin
Daniela Benitez
Dinka Coco Valenzuela
Germaine Marquina

Accounting

Vera Solano



MAIN BUILDING EAST ELEVATION

Bodin Law Office Expansion

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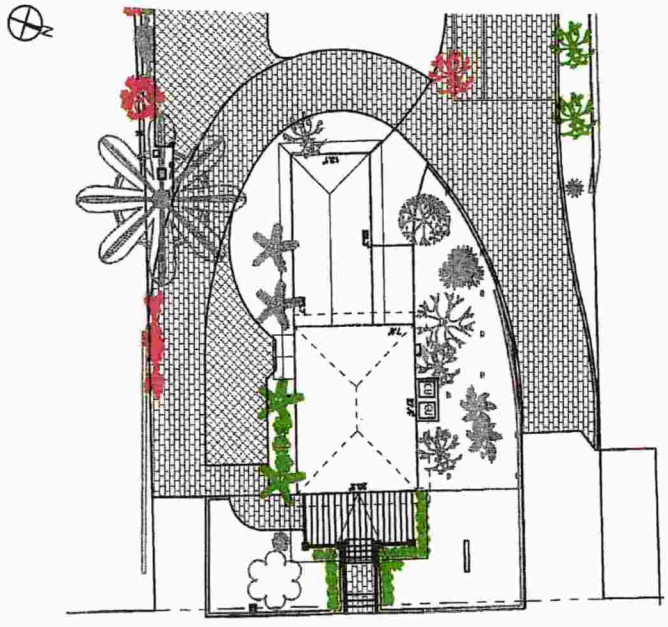
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Dinka Coco Valenzuela
Germaine Marquina

Accounting

Vera Solano



COLOR DENOTES PLANT STATUS

- EXISTING TO REMAIN
- EXISTING TO BE REMOVED OR RELOCATED
- NEW OR RELOCATED

PLANT LEGEND

ARECA PALM	DYPSIS LUTESCENS		LAUREL OAK	QUERCUS IMBRICARIA
BANYAN	FICUS BENGHALENSIS		GALLBERRY	ILEX GLABRA
BOTTLE PALM	HYPHORBE LAGENICAULIS		GIANT BIRD OF PARADISE	STRELITZIA NICOLAI
CACTUS	CACTACEAE		GREEN FOUNTAIN GRASS	PENNISETACUM SETACEUM
CARROT WOOD	CUPANIOPSIS ANACARDIOIDES		IXORA	IXORA
CEDAR	JUNIPERUS		LIGUSTRUM	LIGUSTRUM JAPONICUM
CROWN OF THORNS	EUPHORBIA MILII		SABAL PALM	SABAL PALMETTO

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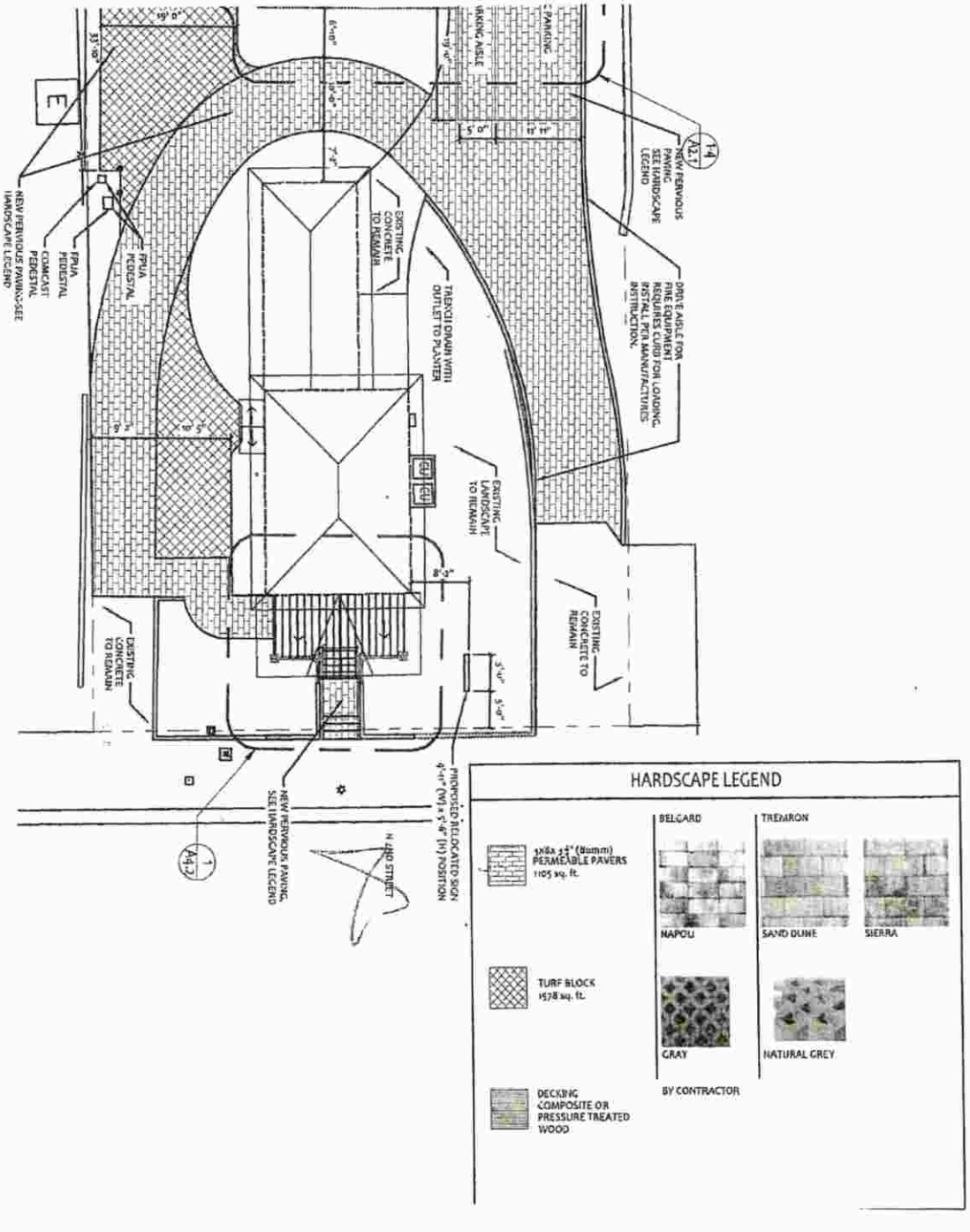
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Leslye Casas
James Medlin
Daniela Benitez
Dinka Coco Valenzuela
Germaine Marquina

Accounting

Vera Solano



BODIN CONSTRUCTION

ERIC BODIN

CGC060329

1000 NW. N. RIVER DR.
MIAMI, FL 331369
Phone: (305) 776-3068

E-Mail: eabodin@gmail.com

215 NORTH 2nd STREET
FORT PRIERCE, FL 34950
Phone: (305) 776-3068

PROFORMA - INVOICE # 1185

DATE: 11/14/2023

Mailing To:

Gloria Roa Bodin, P.A.
215 N. 2nd Street
Fort Pierce, Fl 34950

Bill To:

Gloria Roa Bodin, P.A.
215 N. 2nd Street
Fort Pierce, Fl 34950

ITEM	DESCRIPTION	AMOUNT
	Facade and parking remodeling work for the property located at 215 N 2nd Street, Fort Pierece, Fl 34950.	
1	Removal and Disposal of Porch Overhang	
2	Removal and Disposal of Concrete Porch and Stair	
3	Furnish and Install New Porch Wooden Posts	
4	Furnish and Install Treated Wooden Deck Support	
5	Furnish and Install Framing for New Roof Cover	
6	Form and Place Concrete for New Stair	
7	Replace Sod and Plants	
8	Unimproved Driveway Replacement with Concrete Permeable Pavers	
9	Improve Existing Parking	
10	Improve Building Illumination and install security Camera	
	Estimate Timeframe for the Completion of the project : **8 Weeks - By the Weather**	
	Payments Terms: **According to work progress**	
	Starting Date : **TBD**	
	TOTAL AMOUNT	**$ 62,000.00**

THANK YOU FOR YOUR BUSINESS!

BODIN CONSTRUCTION

ERIC BODIN

CGC06032

1000 NW. N. RIVER DR.
MIAMI, FL 331369
Phone: (305) 776-3068

E-Mail: eabodin@gmail.com

215 NORTH 2nd STREET
FORT PRIERCE, FL 34950
Phone: (305) 776-3068

PROYECT DESCRIPTION **DATE: 11/14/2023**

CLIENT: GLORIA ROA BODIN, P.A. **REF: INVOICE 1185**
ADDRESS: 215 N 2ND STREET
Fort Pierce, Fl. 34950

1. **Removal and Disposal of Porch Overhang:**
   - Demolition equipment for removal.
   - Waste disposal containers.
2. **Removal and Disposal of Concrete Porch and Stair:**
   - Demolition equipment for concrete removal.
   - Waste disposal containers.
3. **Furnish and Install New Porch Wooden Posts:**
   - Treated wooden posts.
   - Reinforcing steel.
   - Concrete for excavated holes.
4. **Furnish and Install Treated Wooden Deck Support:**
   - Treated wooden beams or joists.
   - Treated wooden posts.
   - Concrete for footings.
5. **Furnish and Install Framing for New Roof Cover:**
   - Lumber for framing.
   - Plywood for roof decking.
   - Roof underlayment.
   - Metal roof panels.
6. **Form and Place Concrete for New Stair:**
   - Concrete for new stair construction.
   - Concrete forms and reinforcing materials.

- Handrail materials.

7. **Replace Sod and Plants:**
    - Sod (grass) for landscaping.
    - Plants as per landscape plans.
    - Soil and fertilizers as needed.
8. **Unimproved Driveway Replacement with Concrete Permeable Pavers:**
    - Concrete permeable pavers.
    - Base material (such as crushed stone or gravel).
    - Sand for paver installation.
    - Edging materials for paver retention.
9. **Improve Existing Parking:**
    - Concrete
    - Sand for paver Installation
10. **Improve Building Illumination and Install Security Camera:**
    - New Lights
    - Securities cameras



BODIN CONSTRUCTION

TRUIST

995-99-99-99 88084 0 C 001 30 55 004
GLORIA ROA BODIN PA
90 ALMERIA AVE STE 200
CORAL GABLES FL 33134-6171

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ TRUIST DYNAMIC BUSINESS CHECKING [redacted]

Account summary

Your previous balance as of 09/29/2023	$84,092.43
Checks	- 0.00
Other withdrawals, debits and service charges	- 22,928.00
Deposits, credits and interest	+ 0.00
Your new balance as of 10/31/2023	= $61,164.43

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(S)
10/13	TRUIST ONLINE TRANSFER ONLINE TO ****1263 -	20,000.00
10/20	ACH CORP DEBIT COMM LOANS TRUIST 0051670824/0000000018 CUSTOMER ID 1020000446805	2,928.00
Total other withdrawals, debits and service charges		= $22,928.00

Pricing Change Notification

Effective September 18, 2023, Truist will no longer consider reinitiated or represented items against your account as a separate "item" for purposes of the overdraft/ returned item fee even if represented multiple times.

Effective November 01, 2023, Truist will no longer charge an Overdraft Protection Transfer Fee when the funds are transferred from another Truist business deposit account through the automated overdraft protection process.

Effective November 20, 2023, Truist will no longer charge a Negative Account Balance Fee when your account balance remains overdrawn for seven consecutive calendar days.

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Important: Fee Changes. Truist has completed an annual review of additional banking fees and services. As of January 1, 2024, fees will change for select deposit, treasury solutions and digital products. Additional detail will be available in your next statement.

The most current version of the Business Deposit Accounts Fee schedule can be obtained at any Truist branch or online at www.truist.com/business-fee-schedule. If you have any questions about this change, contact your local Truist branch, your relationship manager, or call 844-4TRUIST (844-487-8478).

TRUIST

999-99-99-99 68084 22 C 001 30 55 004
GLORIA ROA BODIN PA
IOTA
90 ALMERIA AVE STE 200
CORAL GABLES FL 33134-6171

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

▪ IOLTA CHECKING [redacted]

Account summary

Your previous balance as of 09/29/2023	$27,902.67
Checks	- 14,500.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 9,180.00
Your new balance as of 10/31/2023	= $22,582.67

Checks

DATE	CHECK #	AMOUNT($)
10/11	1337	700.00
10/11	1338	2,500.00
10/02	*1381	700.00
10/17	1382	2,500.00
10/04	*1386	700.00
10/24	*1392	85.00
10/25	1393	85.00
10/25	1394	50.00
10/24	1395	50.00
10/24	1396	410.00
10/24	1397	575.00
10/11	1398	700.00
10/26	*1401	1,225.00
10/26	1402	1,225.00
10/26	1403	750.00
10/26	1404	750.00
10/30	*1407	455.00
10/30	1408	85.00
10/26	*1411	50.00
10/26	1412	85.00
10/26	1413	410.00
10/26	1414	410.00

* indicates a skip in sequential check numbers above this item

Total checks = $14,500.00

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(S)
10/02	DEPOSIT	700.00
10/02	DEPOSIT	820.00
10/10	DEPOSIT	3,950.00
10/16	DEPOSIT	455.00
10/23	DEPOSIT	820.00
10/23	DEPOSIT	2,435.00

Total deposits, credits and interest = $9,180.00

Pricing Change Notification

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Effective November 01, 2023, Truist will no longer charge an Overdraft Protection Transfer Fee when the funds are transferred from another Truist business deposit account through the automated overdraft protection process.

TRUIST

999-99-99-99 68084 168 C 001 20 55 004
GLORIA ROA BODIN PA
215 N 2ND ST
FORT PIERCE FL 34950-4431

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ TRUIST DYNAMIC BUSINESS CHECKING [redacted]

Account summary

Your previous balance as of 09/29/2023	$29,999.26
Checks	- 114,793.67
Other withdrawals, debits and service charges	- 51,848.41
Deposits, credits and interest	+ 148,843.00
Your new balance as of 10/31/2023	= $12,200.18

Checks

DATE	CHECK #	AMOUNT($)
10/18	2657	50.00
10/26	2658	75.00
10/10	*2679	100.00
10/16	*2759	600.00
10/16	2760	600.00
10/17	*2768	2,500.00
10/03	*2789	492.42
10/02	2790	543.61
10/03	*2792	850.00
10/18	2793	76.90
10/02	*2801	80.00
10/02	*2803	100.00
10/18	*2806	150.00
10/02	*2810	700.00
10/05	2811	1,288.52
10/02	*2813	500.00
10/03	*2815	645.00
10/04	2816	150.00
10/06	2817	3,847.69
10/03	2818	70.00
10/10	2819	125.00
10/23	2820	1,437.65
10/02	2821	5,000.00
10/02	2822	820.00
10/10	2823	3,950.00
10/10	2824	290.19
10/23	*2826	1,700.00
10/20	2827	1,200.00
10/16	2828	1,500.00
10/12	2829	1,000.00
10/06	2830	1,000.00
10/11	2831	266.00
10/10	2832	555.00
10/10	2833	150.00
10/10	2834	150.00
10/17	2835	43.03
10/13	2836	292.50
10/16	2837	100.00
10/16	2838	455.00
10/23	2839	500.00
10/13	2840	1,000.00
10/13	2841	266.00
10/16	2842	570.00
10/18	2843	150.00
10/16	2844	150.00
10/23	2845	540.00
10/23	2846	1,760.00
10/23	2847	135.00
10/30	2848	500.00
10/31	2849	66.32
10/26	2850	500.00
10/26	2851	175.00
10/26	2852	60.00
10/20	2853	1,000.00
10/25	2854	308.00
10/23	2855	570.00
10/23	2856	150.00
10/23	2857	150.00
10/23	2858	135.00
10/23	2859	50.00
10/23	2860	50.00
10/23	*2862	820.00
10/30	2863	120.22
10/27	*2870	1,000.00
10/30	2871	252.00
10/30	2872	585.00
10/30	2873	150.00
10/31	2874	150.00
10/30	*2876	86.51
10/31	*2878	70.00
10/27	2879	900.00
10/02	*15585	1,247.87
10/02	*15607	1,247.87
10/02	*15628	1,247.87
10/02	*15650	1,247.87
10/23	*15671	1,247.87
10/23	*15693	1,247.87
10/10	*15716	891.95
10/23	*15725	330.63
10/23	*15734	1,247.87
10/03	*15745	445.97
10/23	15746	330.63
10/02	15747	594.87
10/10	15748	717.56

continued

TRUIST

999-99-99-99 88084 0 C 001 30 50 004
GLORIA ROA BODIN PA
EMERGENCY LOAN FUNDS
215 N 2ND ST
FORT PIERCE FL 34950-4431

Your account statement

For 10/31/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

■ TRUIST BUSINESS MONEY MARKET [redacted]

Account summary

Your previous balance as of 09/30/2023	$24,992.92
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.21
Your new balance as of 10/31/2023	= $24,993.13

Interest summary

Interest paid this statement period	$0.21
2023 interest paid year-to-date	$4.14
Interest rate	0.01%
Annual percentage yield (APY) earned	0.01%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT($)
10/31	INTEREST PAYMENT	0.21
Total deposits, credits and interest		= $0.21

Pricing Change Notification

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Open with Google Docs

U.S. CENTURY
2301 N.W. 87 Avenue • Doral
Phone: (305) 715-5200 • www.uscentury.com

GLORIA ROA BODIN
3815 S INDIAN RIVER DR
FORT PIERCE FL 34982-7764

Page Number 1 of 1
Account Number: [redacted]
Date 10/31/23

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PERSONAL CHECKING

Summary of Activity Since Your Last Statement

Beginning Balance	10/01/23	78,358.47
Deposits / Misc Credits	0	.00
Withdrawals / Misc Debits	3	665.87
Ending Balance	10/31/23	77,692.60
Service Charge		.00
Average Balance		77,787
Average Collected Balance		77,787

Withdrawals and Debits

Date	Amount	Activity Description
10/05	109.60	UnitedHCMedicare/MedInsPymt ROA BODIN G
10/05	293.05	UnitedHealthcare/PREMIUM BODIN G
10/06	263.22	CAPITAL ONE/ONLINE PMT GLORIA BODIN

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10/05	77,955.82	10/06	77,692.60		

FDIC

U.S. CENTURY BANK
2301 N.W. 87 Avenue • Doral, FL 33172
Phone: (305) 715-5200 • www.uscentury.com

GLORIA ROA BODIN
3815 S INDIAN RIVER DR
FORT PIERCE FL 34982-7764

Page Number 1 of 1
Account Number: [redacted]
Date 10/31/23

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CENTURY GOLD PERSONAL MMK

Summary of Activity Since Your Last Statement

Beginning Balance	10/01/23	123,598.00
Deposits / Misc Credits	1	412.37
Withdrawals / Misc Debits	0	.00
Ending Balance	10/31/23	124,010.37
Service Charge		.00
Interest Paid Thru 10/31/23		412.37
Interest Paid Year To Date		3,551.34
Annual Percentage Yield Earned		4.00 %
Number of Days for A.P.Y.E.		31
Average Balance for A.P.Y.E.		123,598.00
Average Collected Balance		123,598

Deposits and Credits

Date	Amount	Activity Description
10/31	412.37	Interest Paid

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10/31	124,010.37				

TRUIST

889-35-01-00 40268 0 C 001 1 50 004
GLORIA ROA BODIN
90 ALMERIA AVE
CORAL GABLES FL 33134-6170

Your account statement

For 10/18/2023

Contact us

Truist.com

(844) 4TRUIST or
(844) 487-8478

If you are traveling outside of the USA and have concerns about accessing your account while you are traveling, please contact your Branch Banker or call us at 844-4TRUIST.

■ TRUIST BRIGHT CHECKING [redacted]

Account summary

Your previous balance as of 09/19/2023	$56,626.49
Checks	- 1,938.52
Other withdrawals, debits and service charges	- 6,425.17
Deposits, credits and interest	+ 8,525.92
Your new balance as of 10/18/2023	= $56,788.72

Average Posted Balance in Statement Cycle $55,408.00

Checks

DATE	CHECK #	AMOUNT($)	DATE	CHECK #	AMOUNT($)	DATE	CHECK #	AMOUNT($)
09/28	980	500.00	10/05	981	1,288.52	10/03	982	150.00
						Total checks		= $1,938.52

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT($)
09/20	DEBIT CARD PURCHASE-PIN 09-19-23 MIAMI BEACH 5301 T J MAXX 1149 5TH ST	317.66
09/21	DEBIT CARD PURCHASE STARBUCKS STORE 73 09-19 MIAMI FL 5301	15.93
09/21	DEBIT CARD PURCHASE-PIN 09-20-23 CORAL GABLES FL 5301 PUBLIX SUPER MAR 1500 DOU	69.76
09/22	DEBIT CARD PURCHASE SUPPORT PETS LLC 09-21 855-7007387 FL 5301	4.95
09/25	DEBIT CARD PURCHASE TST* Sunrise City 09-24 772-242-1633 FL 5301	12.29
09/25	DEBIT CARD PURCHASE-PIN 09-24-23 FORT PIERCE FL 5301 PUBLIX SUPER MAR 2517 S F	156.67
09/26	INTERNET PAYMENT ACH PMT AMEX EPAYMENT W1054	2,748.44
09/27	DEBIT CARD PURCHASE VINCENTS ITALIAN R 09-26 VERO BEACH FL 5301	143.27
09/27	DEBIT CARD PURCHASE PY *HIDDEN TREASUR 09-26 VERO BEACH FL 5301	82.82
09/27	DISH NTWRK DISH NETWORK 6SPA BODIN,GLORIA ROA	211.47
09/28	DEBIT CARD PURCHASE TAMBOURINE RESALE 09-26 VERO BEACH FL 5301	41.41
09/28	DEBIT CARD PURCHASE TAMBOURINE RESALE 09-26 VERO BEACH FL 5301	43.34
09/29	DEBIT CARD PURCHASE WASABI THAI SUSHI 09-27 772-242-1310 FL 5301	117.77
10/02	DEBIT CARD RECURRING PYMT SNUG HARBOR TOWNHO 10-01 mike@payhca c FL 5301	312.09
10/02	INTERNET PAYMENT ELEC PYMT FPL DIRECT DEBIT 6550780503 WEBI	408.45
10/02	INTERNET PAYMENT ELEC PYMT FPL DIRECT DEBIT 7739149396 WEBI	425.78
10/04	DEBIT CARD PURCHASE SEPHORA BRICKELL C 10-03 MIAMI FL 5301	55.64
10/05	DEBIT CARD PURCHASE ZARA USA 11810 10-03 MIAMI FL 5301	38.41
10/05	DEBIT CARD PURCHASE TST* Marabu 10-03 Miami FL 5301	119.70
10/05	INTERNET PAYMENT EPAY CHASE CREDIT CRD 7012500628	180.06

continued

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST, COMMUNITY & ECONOMIC DEV, FPRA DIVISION

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: GRANT AMENDMENT & RESOLUTION - 215 N 2ND ST AMENDMENT TO COMMERCIAL FAÇADE GRANT AGREEMENT

CAO RLS#: 25-211

DATE: JULY 23, 2025

I have reviewed the above Request for Legal Services (RLS) related to the grant agreement amendment and resolution for the Commercial Façade Improvement Grant Agreement between the City of Fort Pierce and Gloria Roa Bodin, P.A. Please note the following:

A. <u>First Amendment Comments/Recommended Changes:</u>

1. I corrected the Recipient name in the introductory section and above the signature line.
2. Based on the Recipient's extension letter, I added additional whereas clauses to support the need for the contract amendment as well as highlight FPRA's authority to extend the agreement.
3. I made minor deletions and additions to the legal language to strengthen the terms and prevent errors or misinterpretations of the amended agreement (*See* Track Changes comments).
4. Considering the Recipient's request for an additional twelve months to complete the project, I added language to specify the Project completion period commencing on February 13, 2024 (Effective Date of the Agreement) and ending August 13, 2026.

B. <u>Resolution Comments/Recommended Changes:</u>

1. I added additional whereas clauses to support the need for the Resolution and added more facts to inform the Board the *reasonable steps* the Recipient has taken to warrant extension of the Term and project completion period per the Agreement.
2. Based on my calculations, the total project period will be thirty (30) months <u>*not*</u> twenty-eight (28) months.

C. As a reminder, the Amendment and Resolution should be presented to the FPRA Board at the August 12, 2025, meeting for approval prior to expiration of the Agreement.

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

FPRA Regular Meeting - 5:05 PM **8. C.**

Meeting Date: August 12, 2025

Re: Review and approve CRA Advisory Committee Recommendations for Comm. Facade Grant Application for 1109 Delaware Ave in the amount of $25,000

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

---

SUBJECT:

Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 1109 Delaware Ave in the amount of $25,000 - Monarch Lee Homes, LLC.

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the latest round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and enhance the visual appearance of properties within the FPRA district, encouraging private reinvestment, economic development, and job creation. It offers 50% matching grants, up to $25,000, for eligible exterior improvements.

In this round, six committee members evaluated the submitted applications, with a maximum possible score of 600 points per application.
Project Description:
Proposed improvements for 1109 Delaware Avenue owned by Monarch Lee Homes, LLC include stucco and exterior painting, installation of impact windows and doors, landscaping along the front and sides of the building, and construction of a handicap-accessible ramp.

The application received a score of 424 out of 600 points (70%). The Committee recommended funding the application and also suggested that permanent landscaping be added to the project scope.

This represents the initial step in the grant award process. If the Board approves the Committee's recommendation, staff will prepare a grant agreement for 1109 Delaware Avenue to be brought back for final approval at a future FPRA Board meeting.

Staff anticipates receiving additional applications before the August 15, 2025 deadline, which will be presented for evaluation in a future review cycle.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 = The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award grant to 1109 Delaware Avenue in the amount of $25,000

ALTERNATIVES:

Deny or conditionally approve the application.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:

Not applicable.

Attachments

Evaluation Criteria
Comm. Facade Program Overview
Evaluation Sheets-1109 Delaware Ave
1109 Delaware Ave Application
Presentation

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM



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10. Timeline 8
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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

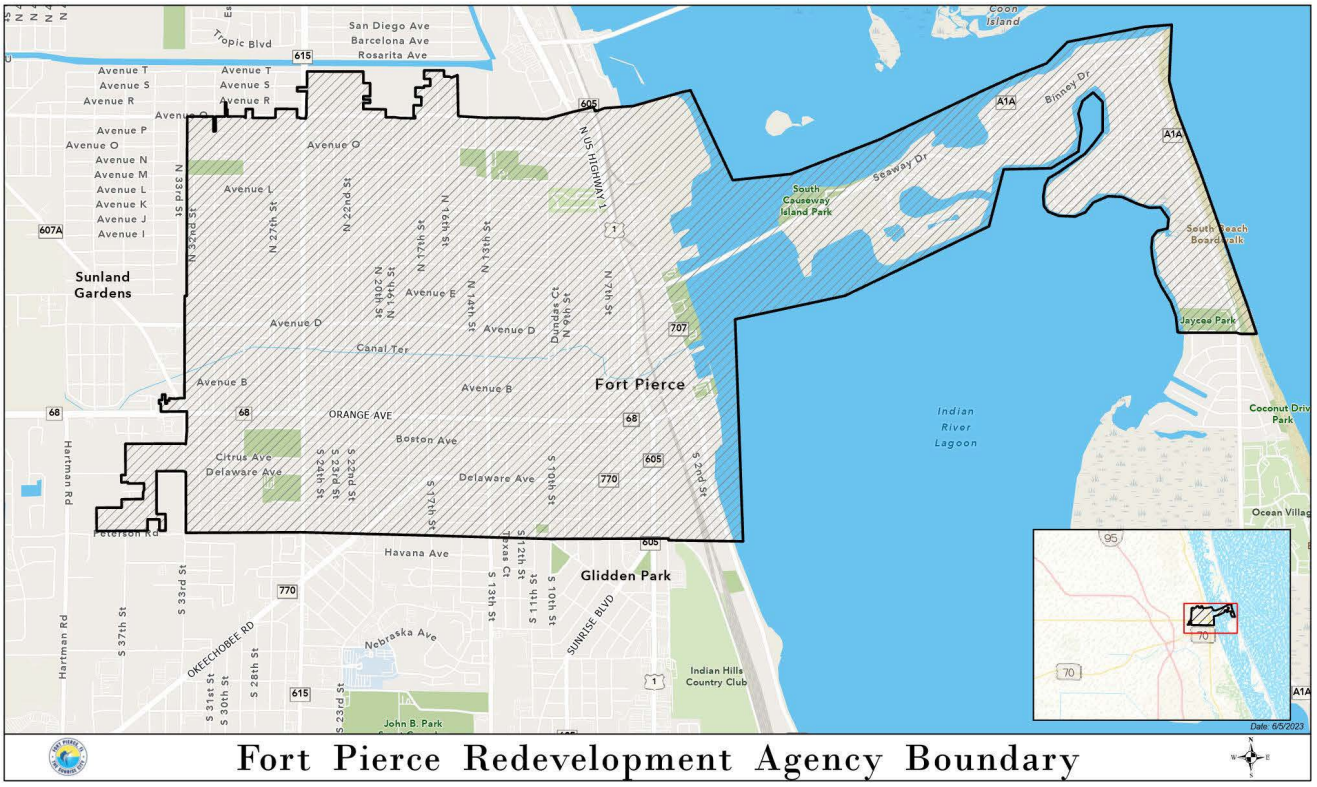
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Property Address: 1109 Delaware Ave – Monarch Lee Homes LLC

Date: 7/30/25

Evaluator Name: Doug Miller

Project Description: Stucco and paint exterior, install impact windows & doors, landscape front and sides of building, and build handicap ramp. Landscaping plan

Total Requested: $25,000

Total Project Investment: $51,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	35	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	~~25~~	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	Stucco over wood is short term Suggest - Siding v. Stucco
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	~~72~~ /100	

70%.

424/600

Property Address: 1109 Delaware Ave – Monarch Lee Homes LLC

Date: 07/30/25

Evaluator Name: PHIL THOMPSON

Project Description: Stucco and paint exterior, install impact windows & doors, landscape front and sides of building, and build handicap ramp.

Total Requested: $25,000

Total Project Investment: $51,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	8	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	48/100	

Property Address: 1109 Delaware Ave – Monarch Lee Homes LLC

Date: 7-30-25

Evaluator Name: Donna Benton

Project Description: Stucco and paint exterior, install impact windows & doors, landscape front and sides of building, and build handicap ramp.

Total Requested: $25,000

Total Project Investment: $51,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	Project will enhance the area.
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	Thank you for the investment
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	landscape needs to be enhanced.
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	7	
Total Score	67/100	

Property Address: 1109 Delaware Ave – Monarch Lee Homes LLC

Date: 7-30-2025

Evaluator Name: E. Becht

Project Description: Stucco and paint exterior, install impact windows & doors, landscape front and sides of building, and build handicap ramp.

Total Requested: $25,000

Total Project Investment: $51,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 → $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	~~15~~ 20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	
Total Score	95/100	

Property Address: 1109 Delaware Ave – Monarch Lee Homes LLC

Date: 7/30/2025

Evaluator Name: Daniel A. Lee

Project Description: Stucco and paint exterior, install impact windows & doors, landscape front and sides of building, and build handicap ramp.

Total Requested: $25,000

Total Project Investment: $51,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	Could use more visuals
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	62 /100	

Property Address: 1109 Delaware Ave – Monarch Lee Homes LLC

Date: 7-30-25

Evaluator Name: Brandon Noble

Project Description: Stucco and paint exterior, install impact windows & doors, landscape front and sides of building, and build handicap ramp.

Total Requested: $25,000

Total Project Investment: $51,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40	Major improvements to a troubled property. The visual impact will be great
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	12	will fit nicely with street
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	8	
Total Score	80/100	

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24066

Date Submitted: 5/28/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- The application period is open April 17, 2025 until June 17,2025 or until funds are exhausted.
- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2409-823-0027-000-3

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

Project Property Address:*

1109 Delaware Ave

Property Owner (As recorded on Warranty Deed):*

Monarch Lee Homes LLC

Building's Existing Use(s):*

office

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

office

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

Applicant Information:

Applicant Name:*

Monarch Lee Homes LLC

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

Owner

Email Address:*

yvonnep0206@gmail.com

Cell Phone Number: *

7725796355

Business Information:

Legal Business Name:

Monarch Lee Homes LLC

Federal Employer Identification Number / Tax ID:

83-2271778

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Office

Business Phone Number*

7725796356

Website (If applicable)

Mailing Address (If different):

6395 S Header Canal Road, Port St Lucie, FL 34987

Number of Years in Business:*

7

Number of Years at Current Address:*

4

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

25

Project Details:

Grant amount requested?

$25,000

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

What is the total estimated project cost?

$51,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

30 to 45 days

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

Proposed Improvements:*

- [x] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

New impact windows and doors. Replace any rotted wood, Stucco and paint exterior. Add Handicap ramp, landscape.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

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

1109 Delaware Front .jpg

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

1109 Delaware Front 2.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

1 1 0 9.png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Screenshot 2025-05-28 105639.png

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

1109 Del APP.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

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

Cost Estimates

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

Cost Estimate #1*

1109 Delaware JPM.pdf

Cost Estimate #2

1109 Delaware letter of intent.pdf

Signature

Electronic Signature*

yvonne poindexter

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

Grant Application Narrative – 1109 Delaware Ave, Fort Pierce, FL

We respectfully submit this application for funding to support the revitalization of **1109 Delaware Ave**, a property located in a designated redevelopment area within the Fort Pierce Redevelopment Agency (FPRA) district. This highly visible and historically significant structure has suffered extensive deterioration over time, contributing to the surrounding area's decline. With strategic investment, this property can be transformed into a beacon of renewal that supports the broader goals of the FPRA Plan.

1. Why This Property Should Be Selected for Funding

1109 Delaware Ave is situated along a key corridor in Fort Pierce and is central to community life and economic activity. Due to its prominent location and current dilapidated state, the property stands as a clear example of blight within the FPRA boundaries. Investing in this site will serve as a catalyst for further redevelopment, boosting morale among residents and encouraging private investment in adjacent properties. It offers a highly visible opportunity to demonstrate the transformative power of the grant program.

2. Need for Financial Assistance

Given the extent of the property's disrepair, the scope and cost of necessary renovations are significant. Financial assistance from the FPRA grant is therefore essential to launch and complete this project. Without this funding, 1109 Delaware Ave will continue to deteriorate, worsening the area's appearance and economic outlook.

3. Elimination of Slum and Blight

The proposed improvements include exterior renovations, new windows and doors, fresh paint, and landscaping. These enhancements will eliminate visible decay and restore safety, functionality, and beauty to the property. The surrounding neighborhood will benefit as the blight is replaced by a well-maintained, inviting structure. The project directly supports the FPRA's mission to eliminate slum conditions and promote neighborhood revitalization.

4. Design Innovation and Neighborhood Compatibility

Design elements will blend historic character with modern resilience—maintaining the building's original charm while introducing clean, contemporary lines, decorative accents, and pedestrian-friendly lighting. The upgrades are intended to be durable, low-maintenance, and visually striking, aligning with the neighborhood's architectural language while contributing to a forward-looking community image.

5. Community Benefit and Positive Public Outcomes

This revitalization project will have a ripple effect throughout the area. Beyond visual improvement, the rehabilitated property will contribute to increased property values, enhanced safety, and potentially house new local services, businesses, or community organizations. The project demonstrates a commitment to reinvesting in underserved areas and will inspire confidence among residents, business owners, and investors. Ultimately, it will help create a cleaner, safer, and more vibrant community hub for Fort Pierce residents.

6. Alignment with FPRA Plan Goals

The proposed improvements at 1109 Delaware Ave align directly with the goals of the FPRA Redevelopment Plan, including:

- Elimination of slum and blight
- Encouragement of private investment in redevelopment areas
- Enhancement of visual and structural quality of existing buildings
- Promotion of sustainable, long-lasting development practices
- Strengthening of neighborhood identity and community pride

This project exemplifies the type of impactful redevelopment envisioned by the FPRA and serves as a model for how targeted funding can deliver lasting community benefit.

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413 SW Silver Palm Cove Port St Lucie, FL 34986

July 7, 2025 Amended July 29, 2025

PROJECT ESTIMATE

Property Location: 1109 Delaware Ave, Fort Pierce, FL 34950
Total Cost: $51,000

Scope of Work
○ Supply labor and materials to stucco exterior.
○ Supply labor and materials to paint the exterior.
○ Supply labor and materials to install impact windows and doors.
○ Supply labor and materials to landscape front and sides of building
○ Supply labor and materials to build handicap ramp.
○ Remove and dispose of all debris
○ Permit related fees.

Timeline
Once permit is received, work to be performed in a timely manner. The estimated time frame is 30 to 45 days.



LETTER OF INTENT

June 10, 2025

Dear Monarch Lee Homes,

Stormtroopers Home Improvement intends to complete the work as follows at the location of 1109 Delaware Ave, Fort Pierce, FL 34950. This is an estimate only. The following is an explanation of the work to be completed at an estimated price. We can not finalize price, details, and finishes until we have architectural drawings drafted and the finishes picked out to give a more accurate price. If the letter of intent is approved, we will supply the customer with allowances and a payment schedule. Please find our estimate as follows:

TOTAL COST FOR THE BELLOW SCOPE OF WORK: $54,675.00

STUCCO
Work to be performed on the walls only. no soffits are to be stuccoed
Supply the labor and material to install new tyvek, felt back lath, and stucco

EXTERIOR PAINT
Supply the labor and materials to paint the exterior
Prep - Customer to cut back bushes, trees, and shrubs
Paint and prime - Prime home with stucco primer sealer. Tinted first coat
Paint and prime - Prime home with oil wood primer where needed
Paint and prime - Paint the body and trim
Paint and primer - Satin finish

WINDOWS / DOORS
Windows: Supply the labor and material to replace exterior windows
The following is quoted:
PGT VINYL
Glass color: clear
Frame color:
Turtle code: no
Low E: none
Privacy glass: none
Screen type : none
Grid type: none
Key lock: none
Lead time for windows (from order) :
Hardware pricing is not included / Customer to Provide
Price does not include the cost of new casing, drywall, trim,siding or stucco repair.
Price does not include the cost of window bucs or furring strips
Price does not include any painting
PLEASE NOTE : If customer has requested non impact windows and cannot provide proof of approved shutters, additional charges will occur

GENERAL CONDITIONS
Permit - The customer is to reimburse the contractor all costs in order to obtain the permit. Contractor to supply receipts to the customer.
Permit Document preparation is included
Trash/dumpster - Removal of contractors trash is included in estimate

Delivery - unless otherwise noted, the price does not include the delivery of any products not supplied by the contractor. NOTE: Unless otherwise noted, any materials that are required to have a delivery that are not contractor supplied, there will be additional charges

Cleaning - Contractor and their Subcontractors will ensure that no installation waste remains on the external walkways, stairwells, elevator, or parking lot of the facility at the end of each day of work. Any waste will be immediately removed.

Schedule - Contractor to provide customer with a schedule at the start of the job identifying the individual work tasks and their anticipated dates of performance. This schedule will be reviewed regularly to account for any necessary updates and changes.

Start of work - Work will start within 2-3 weeks once we have the permit. All materials must be on site before work is started.

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

2:34:49 PM 6/18/2025

Licensee Information

Name:	**MCKENNA, EDWARD S (Primary Name)**
	STORMTROOPERS HOME IMPROVEMENT L.L.C (DBA Name)
Main Address:	**614 GRANADEER ST** **PORT ST LUCIE Florida 34983**
County:	**ST. LUCIE**
License Location:	**104 NE ELDERBERRY TERRACE** **JENSEN BEACH FL 34957**
County:	**MARTIN**

License Information

License Type:	**Certified Building Contractor**
Rank:	**Cert Building**
License Number:	**CBC1258324**
Status:	**Current,Active**
Licensure Date:	**10/19/2010**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**10/19/2010**

Alternate Names

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
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LICENSEE DETAILS

5:01:20 PM 7/8/2025

Licensee Information

Name:	**EHRSAM, HOWARD ERNEST (Primary Name)**
	MIGHTER'S LLC (DBA Name)
Main Address:	**10747 TOWERBRIDGE CIR** **LITTLETON Colorado 80130**
County:	**OUT OF STATE**
License Location:	**413 SW SILVER PALM CV** **PORT ST LUCIE FL 34986**
County:	**ST. LUCIE**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC1528781**
Status:	**Current,Active**
Licensure Date:	**03/11/2020**
Expires:	**08/31/2026**

Special Qualifications	Qualification Effective
Construction Business	**11/18/2024**

Alternate Names

View Related License Information
View License Complaint






















1109

From: Lauryn Bly
To: Miriam Garcia
Cc: Katherine Calderon
Subject: RE: 1109 Delaware Ave - 2409-823-0027-000-3
Date: Thursday, May 29, 2025 2:16:41 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	1109 Delaware Ave	__x__ IS IN THE CITY
PARCEL ID#:	2409-823-0027-000-3	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Lauryn Bly | Administrative Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3158 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, May 28, 2025 12:05 PM
To: Lauryn Bly <lbly@cityoffortpierce.com>; Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 1109 Delaware Ave - 2409-823-0027-000-3

Good afternoon,

The property owner of 1109 Delaware applied for a commercial façade grant.

At your convenience, please provide a lien search for the following property:

FPRA

FORT PIERCE

REDEVELOPMENT AGENCY

Commercial Façade Grant Applications

Overview

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate slum & blight within the FPRA district.
The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.







Commercial Façade Summary

Accepting applications until August 15, 2025

FY 2025 - Budget for Commercial Façade $300K

FY 2025 – Awarded 5 applications total $92,807.50

Remaining Funds for FY 2025 $207,192.50

4 additional applications pipeline as of 8/12/25

Evaluation Criteria (100 Points Total)

1. Visual Impact/Blight Elimination (50 points)
2. Total Project Investment (25 points)
3. Design & Creativity (15 points)
4. Community Impact/Public Benefit (10 points)

CRAAC's Cumulative Evaluation Results

APPLICANTS	EVALUATION CRITERIA							
	Visual Impact/Blight Elimination 50 points PP	Total Project Investment 25 points PP	Design & Creativity 15 points PP	Community Impact/Public Benefit 10 points PP	TOTAL 600	Total Investment	Total Requested	Project Description
1109 Delaware Ave - Monarch Lee Homes LLC	210	115	59	40	**424**	$51,000	$25,000	Stucco, paint, impact windows/doors, lanscape front and side, build handicap ramp
510 Orange Ave - Bunwin, Inc	190	115	45	40.5	**390.5**	$75,000	$25,000	Repave and stripe, awning & canopy repairs, lanscaping, exterior entrance flooring, lighting, paint, fence
108 S 2nd St - Galleria at Downtown FP, LLC	183	55	57	42	**332**	$15,869	$7,935	Install impact glass door and window set at the alcove entrance, replace two second story windows
100 S 2nd St - Galleria at Downtown FP, LLC	140	85	43	31	**299**	$41,578	$20,789	Replace fifteen second story windows with impact glass windows

1109 Delaware Ave

Monarch Lee Homes LLC



1109 Delaware Ave





1109 Delaware Ave

Grant request: $25,000
Total Investment $51,000

- Apply stucco & paint exterior
- Install impact-resistant windows and doors
- Landscape front and sides
- Construct an ADA-compliant handicap ramp



510 Orange Ave

Bunwin, Inc



510 Orange Ave

Grant request: $25,000
Total Investment $75,000

- Repave and restripe the parking lot
- Awning & canopy repairs
- Landscaping improvements
- Installation of exterior front entrance flooring
- Exterior lighting
- Exterior painting
- Installation of a fence





108 S 2nd St

Galleria at Downtown FP, LLC



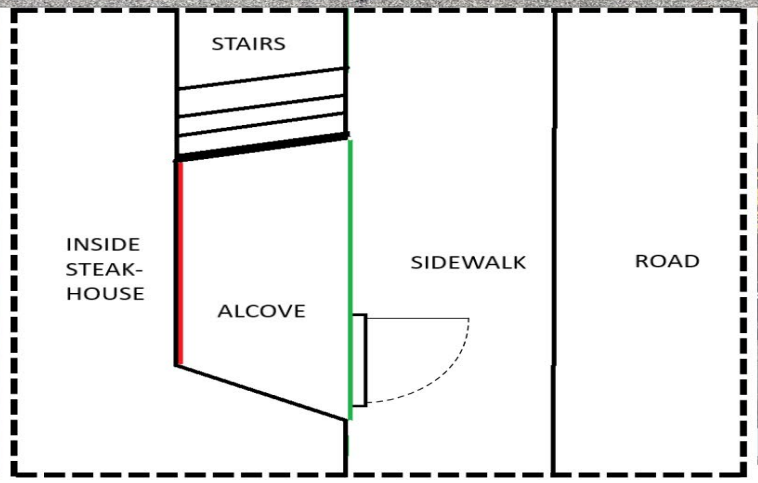
108 S 2nd St

Grant request: $7,934.50
Total Investment $15,869

- Install a hurricane-impact glass door and window set at the alcove entrance
- Replace two second-story windows









100 S 2nd St

Galleria at Downtown FP, LLC



100 S 2nd St

Grant request: $20,788.75
Total Investment $41,577.50



Replace 15 second-story windows with impact-resistant glass windows

Recommendation

- THE FPRA BOARD IS ASKED TO REVIEW THE APPLICATIONS AND AWARD GRANTS TO THOSE THAT ALIGN WITH THE INTENT OF THE PROGRAM BY ELIMINATING SLUM AND BLIGHT AND SIGNIFICANTLY ENHANCING THE APPEARANCE OF BUILDINGS.

- STAFF WILL PREPARE THE AGREEMENTS FOR THE SELECTED PROJECTS AND PRESENT THEM FOR APPROVAL AT THE SEPTEMBER FPRA MEETING.

Questions?



FPRA Regular Meeting - 5:05 PM **8. D.**

Meeting Date: August 12, 2025

Re: Review and approve CRA Advisory Committee Recommendations for Commercial Facade Grant Application for 510 Orange Ave

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 510 Orange Ave in the amount of $25,000 - Bunwin, Inc

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the latest round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and improve the visual appearance of properties within the FPRA district, encouraging private reinvestment, economic development, and job creation. It provides 50% matching grants, up to $25,000, for eligible exterior improvements.

In this round, six committee members evaluated the submitted applications, with a maximum possible score of 600 points per application.

Project Description:
Proposed improvements at 510 Orange Avenue owned by Bunwin, Inc include pavement and striping, awning/canopy repairs, landscaping, exterior front entrance flooring installation, exterior lighting, exterior paint, and installation of a fence.

Score:
510 Orange Avenue received a score of 390.5 out of 600 (65%)

This action represents the initial step in the grant award process. If the Board approves the Committee’s recommendation, staff will draft a grant agreement for Bunwin, Inc., to be presented at a future FPRA Board meeting for final approval.

Staff anticipates additional applications will be submitted before the August 15, 2025, deadline. These will be evaluated in a subsequent review cycle.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 = The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award grant to 510 Orange Avenue in the amount of $25,000

ALTERNATIVES:
Deny or conditionally approve the application.

RESPONSIBLE STAFF:
Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:
Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:
Not applicable.

Attachments

Evaluation Criteria
Comm. Facade Program Overview
Evaluation Sheets-510 Orange Ave
510 Orange Ave Application 1

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM



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10. Timeline 8
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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

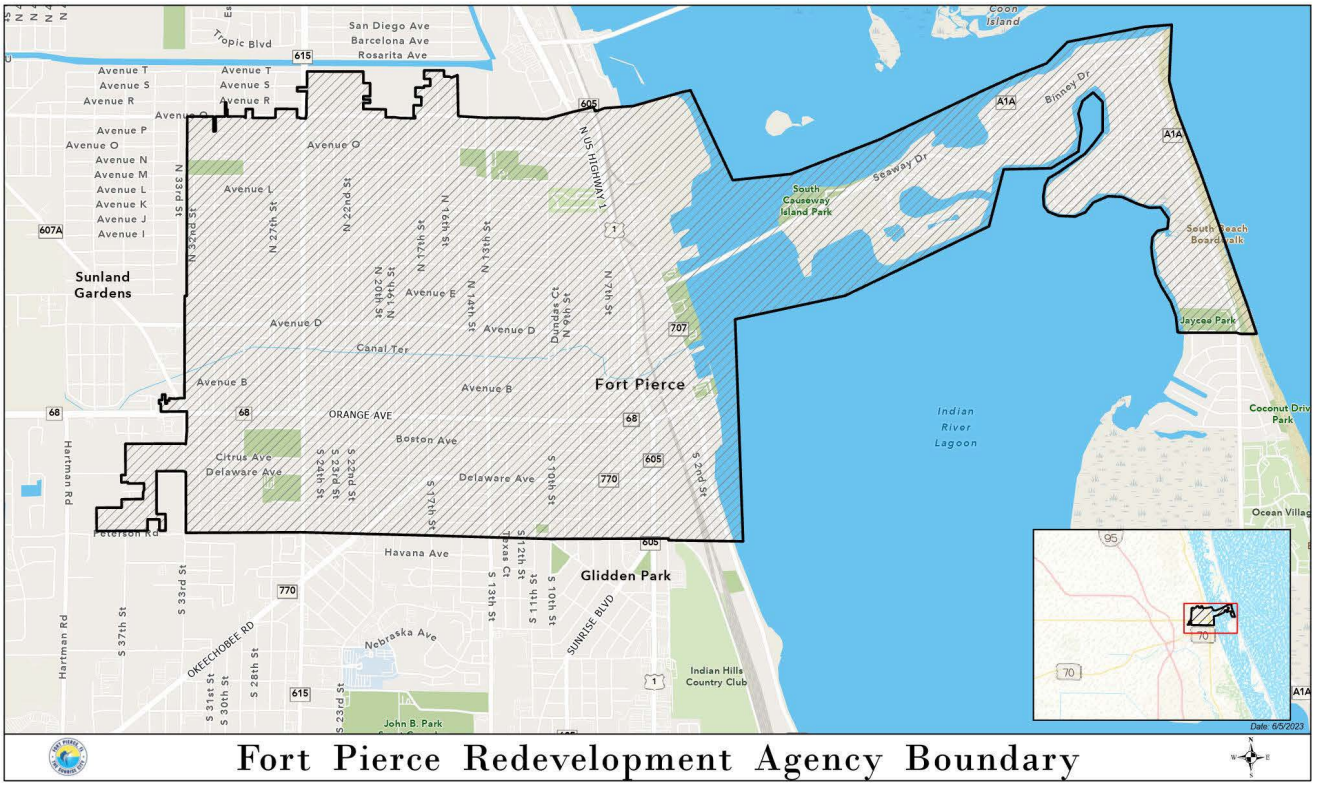
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Property Address: 510 Orange Avenue – Bunwin, Inc.

Date: 7-30-25

Evaluator Name: Doug Miller

Project Description: Pavement and striping, awning/canopy repairs, landscaping improvements, exterior front entrance flooring install, exterior lighting, exterior paint, and installation of fence.

Total Requested: $25,000

Total Project Investment: $75,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	35	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	8	Window Upgrades would be nice.
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	7	
Total Score	70 /100	

65%

390.5/600

Property Address: 510 Orange Avenue – Bunwin, Inc.

Date: 07/30/25

Evaluator Name: PHIL THOMPSON

Project Description: Pavement and striping, awning/canopy repairs, landscaping improvements, exterior front entrance flooring install, exterior lighting, exterior paint, and installation of fence.

Total Requested: $25,000

Total Project Investment: $75,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	8	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	58 /100	

Property Address: 510 Orange Avenue – Bunwin, Inc.

Date: 7-30-25

Evaluator Name: Donna Benton

Project Description: Pavement and striping, awning/canopy repairs, landscaping improvements, exterior front entrance flooring install, exterior lighting, exterior paint, and installation of fence.

Total Requested: $25,000

Total Project Investment: $75,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	NEEDS to have an upscale fencing plan
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	55 /100	

Property Address: 510 Orange Avenue – Bunwin, Inc.

Date: 7/30/2025

Evaluator Name: Daniel A. Lee

Project Description: Pavement and striping, awning/canopy repairs, landscaping improvements, exterior front entrance flooring install, exterior lighting, exterior paint, and installation of fence.

Total Requested: $25,000

Total Project Investment: $75,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	35	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	6	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	8	If done right a School Could be a good look for the Community - Proposal lacked details.
Total Score	69 /100	

Property Address: 510 Orange Avenue – Bunwin, Inc.

Date: 7-30-2025

Evaluator Name: Ed Becht

Project Description: Pavement and striping, awning/canopy repairs, landscaping improvements, exterior front entrance flooring install, exterior lighting, exterior paint, and installation of fence.

Total Requested: $25,000

Total Project Investment: $75,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	No real changes Mostly maintenance
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	Paving Parking lot Fence? where? what?
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	Zero creativity
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	7.5	
Total Score	62.5/100	

Property Address: 510 Orange Avenue – Bunwin, Inc.

Date: 7-30-25

Evaluator Name: Brandon Nobile

Project Description: Pavement and striping, awning/canopy repairs, landscaping improvements, exterior front entrance flooring install, exterior lighting, exterior paint, and installation of fence.

Total Requested: $25,000

Total Project Investment: $75,000.00





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40	This section of Orange is improving and this building being activated will greatly improve appearance and utility
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	20	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	8	not enough detail included
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	8	
Total Score	76 /100	

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24096

Date Submitted: 6/12/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- The application period is open April 17, 2025 until June 17,2025 or until funds are exhausted.
- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-606-0004-000-3

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

Project Property Address:*

510 Orange Ave

Property Owner (As recorded on Warranty Deed):*

Bunwin, Inc

Building's Existing Use(s):*

Vacant

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

School

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

5 year

Applicant Information:

Applicant Name:*

Bunwin, Inc.

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

Legacy School

Email Address:*

hovenre@gmail.com

Cell Phone Number: *

5617623732

Business Information:

Legal Business Name:

Bunwin, Inc.

Federal Employer Identification Number / Tax ID:

65-0383064

Business Structure*

- (●) Corporation
- ( ) LLC
- ( ) Partnership
- ( ) Nonprofit
- ( ) Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Eductional Use (new)

Business Phone Number*

5617623732

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

new

Number of Years at Current Address:*

new

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

August 2026

Project Details:

Grant amount requested?

$25,000

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

What is the total estimated project cost?

$75,000

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

6 months

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

Proposed Improvements:*

- [ ] Siding/Stucco
- [ ] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [x] Exterior Lighting
- [x] Permanent Landscaping/Irrigation
- [x] Decorative Walls & Fencing
- [ ] Security Camera System
- [x] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

We are planning several key renovations to enhance the overall appearance, functionality, and safety of our facility. These improvements include upgrading the landscaping, repaving the parking lot, and adding exterior lighting. Enhancing the landscaping will significantly boost the property's curb appeal, creating a more welcoming and attractive environment for families and community members. Replacing and repaving the parking lot will not only improve its visual appeal but also provide a smoother and safer experience for vehicles and pedestrians. Additionally, the installation of upgraded lighting throughout the exterior areas will greatly increase safety, particularly during early morning drop-offs and evening events—benefiting the students we serve and the surrounding community. Together, these improvements reflect our commitment to maintaining a secure, inviting, and community-oriented educational space.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

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

Resized_20240501.jpeg

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

Resized_20240501.jpeg

Design Proposal/Construction Plans for the Proposed Improvements:*

510 Orange Legacy Plan.pdf

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

510 Orange Legacy POF.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

510 Orange Legacy Plan.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

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

Cost Estimates

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

Cost Estimate #1*

510 Bid Graham.pdf

Cost Estimate #2

510 Orange Bid Innov.pdf

Signature

Electronic Signature*

Steven Tarr

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

From: **Bryan Vargas** <bryanvargas1990@gmail.com>
Date: Sun, May 25, 2025 at 4:56 PM
Subject: Re: 510 Orange
To: Legacy Consortium <legacyconsortiumllc@gmail.com>

These are the plans for outside.

We are planning several key renovations to enhance the overall appearance, functionality, and safety of our facility. These improvements include upgrading the landscaping, repaving the parking lot, and adding exterior lighting. Enhancing the landscaping will significantly boost the property's curb appeal, creating a more welcoming and attractive environment for families and community members. Replacing and repaving the parking lot will not only improve its visual appeal but also provide a smoother and safer experience for vehicles and pedestrians. Additionally, the installation of upgraded lighting throughout the exterior areas will greatly increase safety, particularly during early morning drop-offs and evening events—benefiting the students we serve and the surrounding community. Together, these improvements reflect our commitment to maintaining a secure, inviting, and community-oriented educational space.

DCC
Di Pompeo
Construction Corporation
CGC #037741 • A Family Tradition Since 1927
General Contractor • Design Builder • Construction Manager

Bunwin, Inc.
Attn: Steve Tarr

July 24, 2025

Project: 510 Orange Ave

Per your request we propose to perform the following:

1. Pavement and striping.
2. Awning/canopy repairs.
3. Landscaping improvements.
4. Exterior front entrance flooring install.
5. Recirculate driving patterns for dropoff.
6. Install exterior lighting.
7. Paint exterior.
8. Install fencing.

Our total price would be $73,900 utilizing an AIA contract form.

Thank you so much for the opportunity.

Sincerely,

Di Pompeo Construction Corp.

John Di Pompeo Jr
President

www.dipompeoconstruction.com
111 Orange Avenue, Suite #318, Fort Pierce, Florida 34950 • Telephone: (772) 932-4013
2301 N.W. 33rd Court, Unit #102 • Pompano Beach, Florida 33069 • Telephone: (954) 917-5252 • Fax: (954) 974-4646

Graham williams
811 sw rocky bayou terrace
Psl, Fl, 34986

INVOICE

Steve Tar
510Orange Av
Fort Pierce, FL, 34986

Invoice #	0000426
Invoice Date	06/12/2025
Due Date	06/12/2025

Item	Description	Unit Price	Quantity	Amount
Service		73000.00	1.00	73,000.00

NOTES: Improvements project:
1. Pavement and striping.
2. Awning/canopy repairs.
3. Landscaping improvements.
4. Exterior front entrance flooring install.
5. Recirculate driving patterns for dropoff.
6. Install exterior lighting.
7. Paint exterior.
8. Install fencing.
9. 20% is due upon approval of work to begin

Subtotal	73,000.00
Total	73,000.00
Amount Paid	0.00
Balance Due	$73,000.00

510 Orange Ave Improvements Quote

1 message

J B <jwb0409@yahoo.com> Thu, Jun 12, 2025 at 7:13 AM
To: Steve Tarr <Hovenre@gmail.com>

innovative Carpentry Services
Re: Quote for 510 Orange Ave Improvements

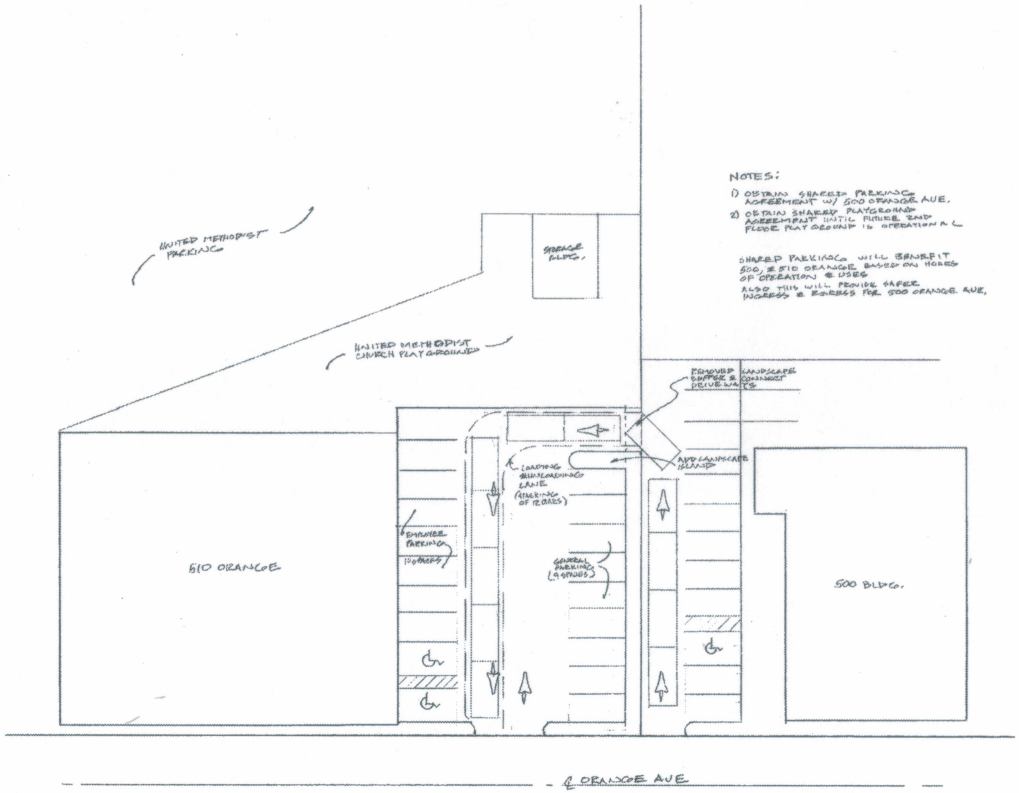
> Improvements project:
> 1. Pavement and striping.
> 2. Awning/canopy repairs.
> 3. Landscaping improvements.
> 4. Exterior front entrance flooring install.
> 5. Recirculate driving patterns for dropoff.
> 6. Install exterior lighting.
> 7. Paint exterior.
> 8. Install fencing.

Estimated Total: $75,000

Peter Kafel
Creative Design Contracting Co. Inc.
CGC1512898
Re: Quote for 510 Orange Ave
Improvements

Improvements project:
1. Pavement and striping.
2. Awning/canopy repairs.
3. Landscaping improvements.
4. Exterior front entrance flooring install.
5. Recirculate driving patterns for dropoff.
6. Install exterior lighting.
7. Paint exterior.
8. Install fencing.

Estimated Total: $75,000



PLOT PLAN

NORTH ↑

1"=20'

ARCHITECT

Architectonic Inc

808 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772.460.7781

WWW.ARCHITECTONICINC.COM

STATE REG.#AR98698

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PROJECT

LEGACY CONSORTIUM
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. BEAL, AIA
AR98698

REVISIONS

NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

P-1 OF 1

PROJECT NUMBER C25019

DATE









From: Katherine Calderon
To: Miriam Garcia; Lauryn Bly
Subject: RE: 510 Orange Ave - 2410-606-0004-000-3
Date: Wednesday, June 11, 2025 11:24:01 AM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	510 Orange Ave	__x__ IS IN THE CITY
PARCEL ID#:	2410-606-0004-000-3	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Tuesday, June 10, 2025 2:26 PM
To: Lauryn Bly <lbly@cityoffortpierce.com>
Cc: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 510 Orange Ave - 2410-606-0004-000-3

Good afternoon,

The property owner of 510 Orange Avenue applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

510 Orange Ave - 2410-606-0004-000-3

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development
City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

ADDITIONAL INFORMATION RECEIVED 8/6/25

At our core, we are a community-centered school—deeply rooted in the vibrant fabric of our local neighborhood and committed to being a place of learning, connection, and pride. As we continue to grow and establish ourselves as the "Home of the Peacocks," we are embracing the unique identity of our downtown location and making meaningful investments to create a school environment that reflects the heart and soul of the community we serve.

We are excited to announce a series of key renovations that will enhance the appearance, safety, and overall functionality of our campus. These upgrades are not just about improving a building—they're about uplifting a space that so many of our students, families, and staff call home during the school day. They are a reflection of our belief that every child deserves to walk into a school that is safe, beautiful, and filled with a sense of purpose and belonging.

One of our first major improvements will be the installation of school signage on the building itself—clearly and proudly identifying who we are. This visible statement of identity will ensure that our students know they belong here and that our community can recognize and support the important work happening inside our walls.

We are also adding custom graphic coverings to the school windows. These coverings will not only enhance the visual appeal of our building but also provide an added layer of safety. The material allows those inside to see out while preventing visibility from the outside in—offering privacy, security, and peace of mind for students and staff alike.

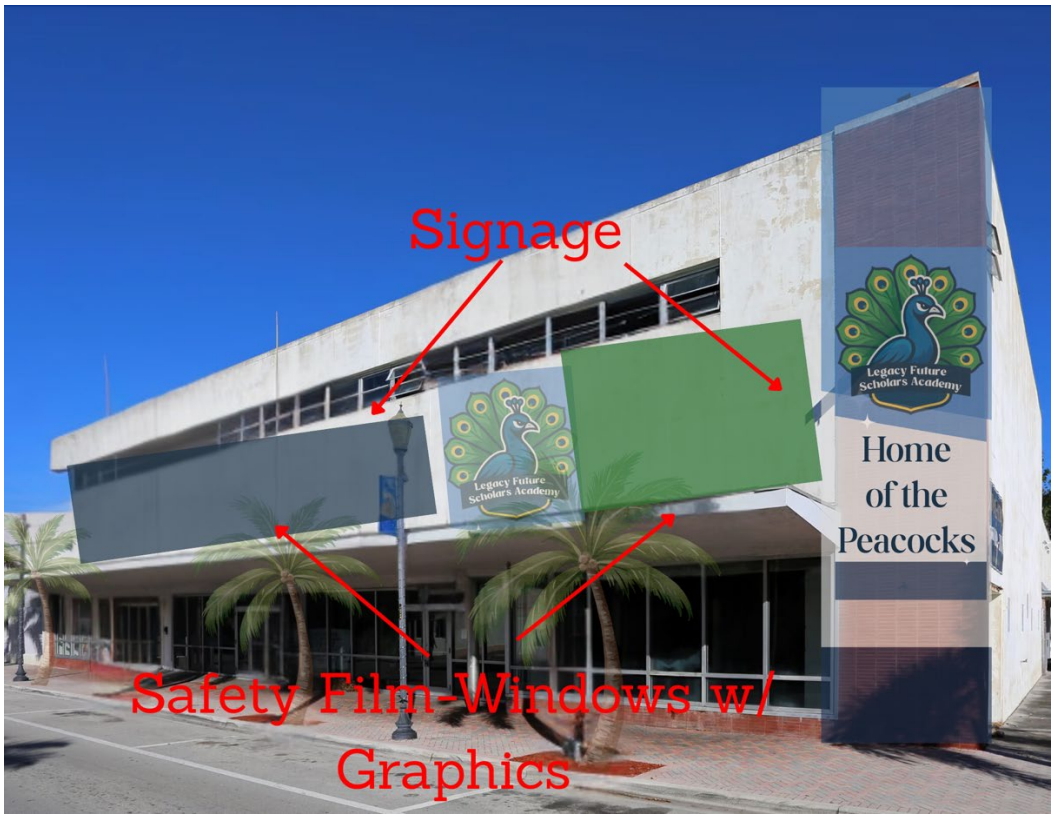
In addition, we are investing in thoughtful landscaping upgrades to beautify our campus and create a welcoming first impression. The landscape surrounding the school will be refreshed and consistently maintained, with new greenery and design features added to both the front of the building and along the side area by the parking lot. These enhancements will provide a more inviting atmosphere for families at arrival and dismissal and help foster pride in our school among students and neighbors.

Our parking lot will also be completely repaved, addressing wear and tear to ensure a smoother, safer experience for both drivers and pedestrians. This improvement, coupled with the addition of upgraded exterior lighting, will make early morning drop-offs and evening events more accessible, secure, and enjoyable for everyone.

Together, these upgrades are much more than physical improvements—they are a tangible representation of our commitment to excellence, safety, and community. As we make these changes, we are building more than just a school; we are building a beacon of hope, pride, and possibility for our students and families.

We are incredibly grateful for the opportunity to serve this community, and we look forward to continuing to grow and thrive—together.

ADDITIONAL INFORMATION RECEIVED 8/6/25





FPRA Regular Meeting - 5:05 PM **8. E.**

Meeting Date: August 12, 2025

Re: Review and approve CRA Advisory Committee Recommendations for Comm Facade Grant Application for 710 Orange Avenue

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

---

SUBJECT:

PULLED AT THE REQUEST OF STAFF. Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 710 Orange Avenue in the amount of $15,840.45 - Botanical Sanctuary, LLC

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the latest round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and enhance the visual appearance of properties within the FPRA district, encouraging private reinvestment, economic development, and job creation. It provides 50% matching grants, up to $25,000, for eligible exterior improvements.

In this round, six committee members evaluated the submitted applications, with a maximum possible score of 600 points per application.
Project Description:
Proposed improvements at 710 Orange Avenue, submitted by Botanical Sanctuary, LLC, include the installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot.

Score:
The application received a score of 376 out of 600 points (62%).

This action represents the initial step in the grant award process. If the Board approves the Committee's recommendation, staff will draft a grant agreement for Botanical Sanctuary, LLC to be presented at a future FPRA Board meeting for final approval.

Staff anticipates that additional applications will be submitted before the August 15, 2025, deadline. These will be evaluated in a subsequent review cycle.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 = The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award grant to 710 Orange Avenue in the amount of $15,840.45 - Botanical Sanctuary

ALTERNATIVES:

Deny or conditionally approve the application.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:

Not applicable.

Attachments

Evaluation Criteria
Comm. Facade Program Overview
710 Orange Ave Application
Evaluation Sheets - 710 Orange Ave

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM



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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

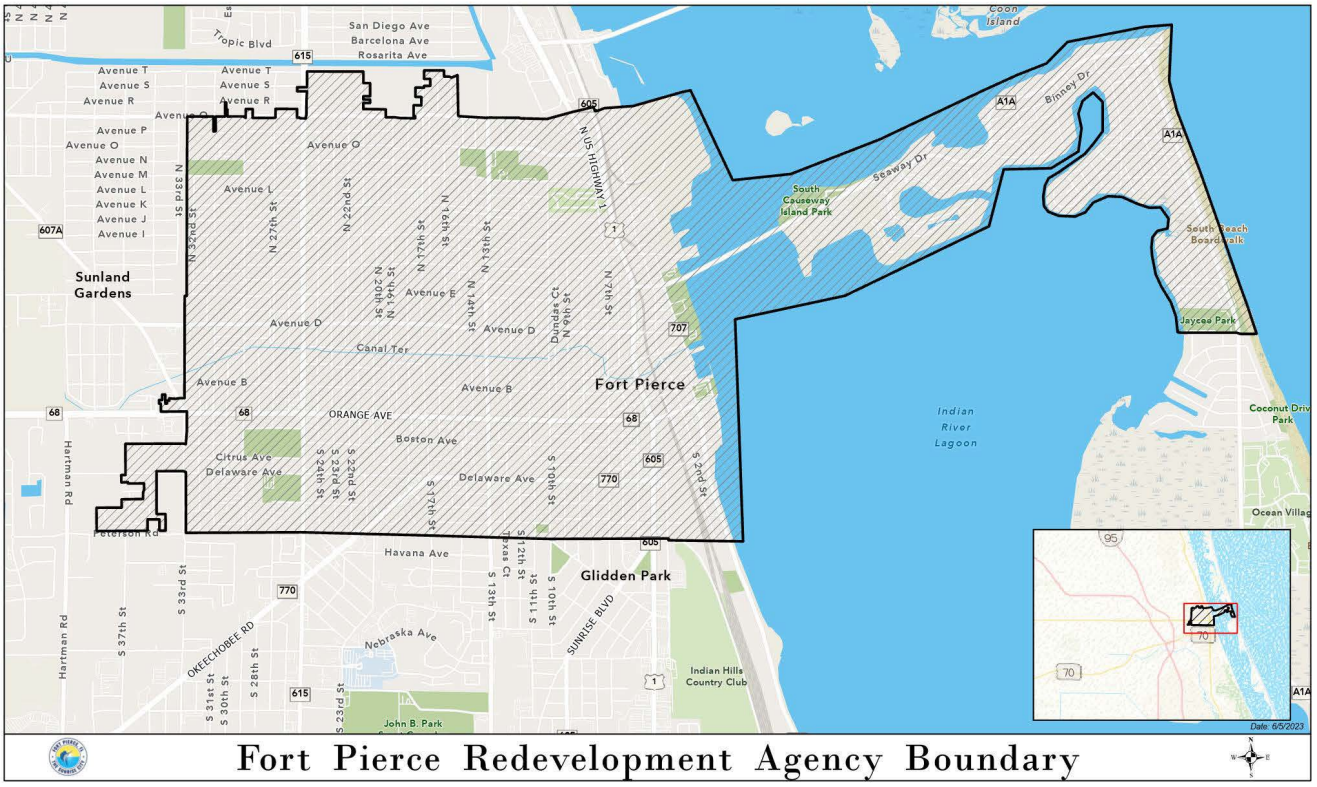
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24105

Date Submitted: 6/17/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-605-0011-000-2

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

Project Property Address:*

710 Orange Ave Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Botanical Sanctuary LLC

Building's Existing Use(s):*

0100

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

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

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

Admin Assistant

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Botanical Sanctuary LLC

Federal Employer Identification Number / Tax ID:

47-1749190

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Property Managment

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

5

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

n/a

Project Details:

Grant amount requested?

15,840.45

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

What is the total estimated project cost?

31,680.90

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12/1/25

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

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

The proposed project includes the installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

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

710 Front 1.jpg

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

710 Front 2.jpg

Design Proposal/Construction Plans for the Proposed Improvements:*

710 Design Concept.png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Botanical Sanctuary proof of funding.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

710 Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

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

Cost Estimates

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

Cost Estimate #1*

710 Window Combo Ests.pdf

Cost Estimate #2

Combined Asphault Ests.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**


THE
PEACOCK
HOUSE


THE
PEACOCK
HOUSE
© 2024 Google

D&L SANDEEN GENERAL CONTRACTING LLC
CGC# 1521012
579 SE SUNNYBROOK TER
PORT ST. LUCIE, FL. 34983

QUOTE

061625100
Date: 06/16/2025

579 SW Sunnybrook Terrace
Port Saint Lucie, FL. 34983
561-619-1240

To:
Pierce Harbor Realty
Fort Pierce, FL
34950

Job name	Job address	Job number
710 Orange Ave Horizontal roller windows	710 Orange Ave Fort Pierce, FL 34950	061625100Q

Qty	Description	Unit price	Line total
4	Furnish and install (4) horizontal roller windows (Vinyl PGT Impact rated) with colonial grids to match existing Installation to be done as per Florida Building Code Scaffolding set up included		$10,455.90
	All materials included		
Permit	Permit submittal to City of Fort Pierce Building Department Not responsible for any engineering required or permit fees assesed by municipality		$300.00
		TOTAL	$10,755.90
	65% due upon acceptance of this proposal ($6,991.94) *25% due upon scheduling/commencement ($2,688.98)* *10% due upon completion (EXCLUDING FINAL INSPECTION) ($1,075.90.)*		

TERMS & CONDITIONS

- For the price stated, D&L Sandeen General Contracting, LLC, now known as the Seller, agrees to furnish all materials (the "Materials') and labor for job described. This is a firm offer- Seller shall obtain the construction permit (if needed) to perform the work requested by Buyer. The permit cost will be added to contract total unless otherwise stated. Acceptance by the Buyer must be on the exact terms and conditions herein and any additional or different terms shall constitute a counteroffer by Buyer. In the event of typographical, mathematical or human error in this contract, as reasonably determined by Seller, the parties hereby agree to immediately correct such error in this contract. This proposal price will be honored for 30 days.
- This proposal does not become a contract until accepted and signed by an authorized representative or officer of Seller and, if not accepted, payment shall be returned (if received). Sellers terms shall prevail over Buyers terms at all times. Seller reserves the right to cancel this contract or any part thereof, without penalty, if Buyer fails to comply with the terms and conditions or fails to make any payments within the time specified. In addition, if this contract covers the installation of more than two residential dwellings, then Seller reserves the right to terminate this contract for any reason with respect to any residential dwelling which Seller has not commenced work with respect thereto by giving 3 days written notice to Buyer. Materials returned without the written permission of the Seller will not be accepted for replacement or credit. In the event this contract is signed by a corporation, the signer hereby agrees to guarantee payment personally.
- All balances due under this contract are due and payable upon COMPLETION OF INSTALLATION OF THE MATERIALS by Seller without notice or demand and shall bear interest from such date at the lessor of 18% per annum and the maximum legal rate. If Buyer requests a delay in the installation of the Materials after the date of this contract, then interest shall accrue from the date of such requested delay. In the event payment of this contract is enforced through attorneys or by suit or in bankruptcy or probate proceedings, Seller shall recover and Buyer hereby agrees to pay all reasonable attorney fees and costs of court incurred by Seller.
- Seller expressly reserves all of Sellers mechanics and materialmen liens which may be asserted under any provisions of law to secure payment of the contract price and may claim the same as a lien upon real property on which the installation of the Materials is made. If the Buyer is a commercial legal entity, Buyer grants to Seller. perfected, first lien purchase money security interest in and to the Materials, governed by the Uniform Commercial Code in the State of Florida (the UCC"). If Buyer is a commercial legal entity, this contract shall constitute a valid financing statement and may be filled by Seller and upon default by Buyer; Seller shall have all remedies set forth in the UCC. No UCC security interest is granted to Seller if Buyer is a consumer.
- Product warranty is per manufacturer. Any balance not paid when due will render any warranty given by Seller hereunder to be automatically NULL AND VOID for all purposes.
- Seller agrees to take reasonable steps to ensure the fulfillment of orders received, but performance is subject to, and Seller shall not be liable for, any and all delays or cancellations caused by war, accidents, strikes, inability to secure labor and raw materials, fires, inclement weather conditions, rainy or windy weather, embargoes, transportation shortage and delays, government conscription, priorities, and failure on Buyers part to give notice of requirements and/or proper measurements and other information, and all other causes beyond Seller's control affecting the whole or any part of Seller's obligation hereunder.
- Seller shall make any changes to the Materials and the work which in its judgment maybe necessary while on the jobsite in order to properly install the Materials and to comply with applicable building codes, regulations, and laws. In the event any additional work or modifications of the work is necessary due to the conditions existing at the time construction commences which are unknown and not obvious (and whether reflected in the construction drawings or not). Seller reserves the right to charge the Buyer the necessary sum to complete all additional work or to cancel this contract and receive payment for all work completed up to such time.
- D&L Sandeen General Contracting, LLC is not responsible for painting, damage to stucco, drywall, broken sills, tile, or anything else pertaining to interior and exterior finish work unless otherwise specific exceptions are stated on page (1) of this contract as an additional term. D&L Sandeen General Contracting, LLC will use its best efforts to minimize damage to the listed areas, although when removing, glass windows and doors damage may occur.
- Seller is not held responslble for damage which may occur to personal property at the jobsite, which must be removed from the area of the Jobsite, unless such damage Is caused by the gross negligence of Seller.
- Distortion and Waves. Laminated impact glass may have some distortion or waves depending on size of the glass. D&L Sandeen General Contracting, LLC does not manufacture glass, thus this is a manufacturing problem and it will be handled by the glass manufacturer. Depending on the severity of the distortion or waves and weather it meets ASTM Standards, it will be the discretion of the glass manufacturer whether the glass will be replaced or not.
- All risk of loss is passed to Buyer upon delivery of the Materials to the jobsite and Buyer shall be solely responsible for any theft, damages, vandalism, or other loss thereto. Seller will retain title to the Materials until payment in full of contract price has been made.
- This contract shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of laws) and federal law. No statement, representation, warranty (implied or expressed), or agreement (written or verbal) not appearing on the face of the contract or in the Terms and Conditions shall be binding upon the parties hereto. No agent, employee, or representative is authorized to legally bind Seller to any representation, warranty, or agreement which is not set forth in Miting in this contract. This contract is the entire agreement between the parties. No attempted modification of this contract shall be enforceable unless signed by the party against which such modification is to be enforced. No sale representative, contractor, or agent of Seller has the authority to modify, alter, or waive any terms of this contract. This contract shall not be assigned by Buyer. Seller may assign this contract without the consent of Buyer.
- The installation tlmeline provided on this agreement is an estimate and may be subject to changes due to factors beyond our control, such as manufacturing delays, D&L Sandeen General Contracting, LLC's schedule, weather conditions, and other unforeseen circumstances. Early delivery or the product to D&L sandeen General Contracting, LLC does not guarantee installation before the estimated dates on page (1) While D&L Sandeen General Contracting, LLC is committed to making its best efforts for prompt installation upon product arrival at our warehouse, the parties acknowledge that the schedule is subject to external influences.
- If and only if Buyer is a consumer, then Buyer may cancel this contract at any time prior to midnight of the third (3rd) business day after the date of this contract. Cancellation Fee is 50% of contract after the 3 day right of rescission.

BUYERS SIGNATURE _____

DATE _____

Port St Lucie Glass & Mirror, Inc.
1520 SE South Niemeyer Cir Ste 2
Port Saint Lucie, FL 34952
7723357272
pslglassandmirror@gmail.com
www.pslglassandmirror.com

Estimate

ADDRESS
Pierce Harbor
Attn: Emily

SHIP TO
Emily
Pierce Harbor

ESTIMATE # 3336
DATE 05/06/2025

JOB LOCATION
710 Orange Ave.

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	2nd Floor Partial Window replacement: Unit #202, #204: Remove Existing Non- Impact Picture Windows and Replace. Fixed Picture Windows -PGT PW 772A -Series Elevations: Room #202: (1) Thus 79" x 62" in (2) Equal Lites with Surface Applied Interior and Exterior Muntins Bars Room #204 (2) Thus 79" x 62" in (2) Equal Lites No Muntin Bars Required (1) Thus 122 x 62 in (3) Equal lites No Muntin Bars Required Finish: White Glass: 7/16" Clear Impact TOTAL CONTRACT PRICE: $19,552.00 **NOTE** This Quotation Includes City of Ft Pierce Building Permit **Bid Exclusions** Stucco, Drywall Repair that may be needed during removing of Existing Windows. Wood Buck and or adequate support as per Building Dept. recommendation	1	19,552.00	19,552.00

A 50% deposit is required upon ordering all materials and scheduling all scope of work and the balance will be due upon completion.

SUBTOTAL	19,552.00
TAX	0.00
TOTAL	**$19,552.00**

Accepted By

Accepted Date

1028 SW 36th Terrace
Palm City, FL 34990
P: (772)-260-5543
Ecamcooffice247@gmail.com

CAMCO SERVICES
CONCRETE • STONE • STUCCO

ASPHALT PROPOSAL

To: Mega Construction Solutions

Job Address: Peacock House
710 Orange Ave, Ft. Pierce, FL 34950

We hereby submit specifications and estimates;
Section 1: Mill and pave 1" SP 9.5 3,604 SF includes baserock for raising elevation
Section 2: Mill and pave 1" SP 9.5 100 SF includes baserock for raising elevation
Section 3: Mill and overlay 1" SP 9.5 5,904 SF

We hereby propose labor and materials complete in the accordance with the above specifications for the sum of:

Forty thousand two hundred thirty two and 00/100 ($40,232.00)

INCREASES IN MATERIAL AND FUEL COST: In the event that, during construction of the improvement described herein, Subcontractor's costs for materials used or to be used are increased more than 5% over the Subcontractor's costs for same at the time this Contract was signed, for any cause(s) beyond the control of the Subcontractor, then Subcontractor shall have the right to pass the entire amount of materials costs increase(s) along to GC/Owner by adding the total amount(s) thereof to the Contract Price. The contract sum shall be adjusted by change order.

Acceptance of Proposal

This Proposal becomes a CONTRACT upon signing. Service will begin when signed and a 30% deposit is received. The remaining balance is to be paid bi-weekly upon work in progress until paid in full. The undersigned certifies that the above information to be true and correct and states that he or she is an approved signer.

Accepted by: _____ *Printed Name*

_____ _____/_____/_____ *Signature Date*

Submitted by Chris McKernan

ESTIMATE

Service Address

710 Orange Ave
Fort Pierce, FL

Prepared For

Emily Fingerhut
722 Orange Ave
Fort Pierce, FL
(772) 340-6967

South Florida Asphalt Services

16059 E Derby Dr
Loxahatchee, FLORIDA 33470
Phone: (561) 662-0558
Email: southflasphalt@gmail.com

Estimate #	3776
Date	06/16/2025
Business / Tax #	Broward County 19-3B21424/ Palm Beach U-22586

Description	Total
Commercial Asphalt Resurfacing	$20,925.00

Job Site:
710 Orange Ave Ft. Pierce

Approximately 9300 ft.² to be resurfaced with new asphalt as follows as:

Prep:
1. Pick up existing car stops and set aside for re-use
Note to customer: any broken or damaged car stops will be an additional charge of $65.00 each installed

Asphalt prep:
1. Make all necessary key cuts at streets,sidewalks, around drains,ETC..
2. Remove all necessary faulted areas in existing asphalt before install new asphalt

Tack Coat:
1. Apply RC-70 tack coat before installing new asphalt

Asphalt Paving installation:
1. Machine lay 1 inch of compacted hot asphalt type S-111

Line Striping:
1. Stripe all parking spaces, handicaps, directional arrows, pavement markings ETC... according to previous line layout
Striping detail to be provided by customer

2. Car stops installation:
Set and pin existing car stops




THE
PEACOCK
HOUSE

Botanical Sanctuary, LLC
710 Orange Ave.
Fort Pierce, FL 34950
6/17/2025
Subject: Grant Application – 710 Orange Ave. Fort Pierce, FL 34950

Dear Members of the Fort Pierce Redevelopment Agency,

I am writing to submit an application for the Commercial Façade Grant to support significant improvements to our residential property located at 710 Orange Ave. Fort Pierce, FL 34950 within the Fort Pierce Redevelopment Area. The proposed project includes the installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot. These enhancements aim to address critical maintenance issues and contribute to the ongoing revitalization efforts within the FPRA district.

1. Need for Financial Assistance: The current windows on the second story are outdated, leading to significant energy loss and allowing pests to enter the home. Replacing them with impact-resistant glass will not only improve energy efficiency but also enhance the safety and comfort of the residents. Additionally, the parking lot has deteriorated over time, with cracks and faded striping creating safety hazards. Repaving and restriping the lot will ensure a safer environment for residents and visitors. While we are committed to funding these improvements independently, this grant will expedite the project, reducing the timeline and enabling us to complete the upgrades more efficiently.

2. Enhancement of Visual Appeal and Elimination of Blight: The proposed improvements will significantly enhance the property's appearance, aligning with the FPRA's goal of eliminating slum and blight. Installing modern, impact-resistant windows will update the façade, contributing to a more cohesive and attractive streetscape. Repaving and restriping the parking lot will eliminate unsightly cracks and faded markings, further enhancing the property's curb appeal and setting a positive example for neighboring properties.

3. Innovative and Visually Appealing Elements: The new impact-resistant windows will feature a sleek, contemporary design that complements the architectural style of the neighborhood. The choice of materials and finishes will ensure durability and aesthetic appeal, contributing to the overall visual enhancement of the area. The repaved parking lot will include clearly defined spaces and updated signage, improving both functionality and appearance.

4. Community Benefits and Positive Outcomes: These improvements will provide a safer and more comfortable living environment for residents, promoting community well-being. By enhancing the property's appearance and functionality, we aim to set a positive example for neighboring properties, encouraging further investment and improvements within the FPRA district. The project aligns with the FPRA's objectives of fostering neighborhood restoration and economic development.

5. Alignment with the FPRA Plan: The proposed project supports several goals outlined in the 2020 FPRA Community Redevelopment Plan, including:

- **Restoring Neighborhoods**: By upgrading the property, we contribute to the overall revitalization of the neighborhood, enhancing its appeal and desirability.
- **Fostering Arts and Culture**: While the project is primarily focused on physical improvements, the enhanced property may serve as a catalyst for cultural and community activities in the area.
- **Re-Setting the Economic Base**: The improvements will increase the property's value, contributing to the economic stability and growth of the FPRA district.
- **Connecting Neighborhoods, Destinations, and Employment Centers**: By improving the property's infrastructure, we support better connectivity and accessibility within the community.

We respectfully request your consideration for this grant, which will enable us to make meaningful improvements that benefit both our property and the broader Fort Pierce community. Thank you for your time and consideration.

Sincerely,

Emily Fingerhut
772-801-5729 Ext 106
emily@pierceharbor.com

Property Address: 710 Orange Ave – Botanical Sanctuary LLC

Date: 7/30/25

Evaluator Name: Doug Miller ✓

Project Description: Installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot

Total Requested: $15,840.45

Total Project Investment: $31,680.90





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	Ft. Pierce Icon
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	Provides open area + historical value
Total Score	85 /100	

62%. 376/600

Property Address: 710 Orange Ave – Botanical Sanctuary LLC

Date: 07/30/25

Evaluator Name: PHIL THOMPSON

Project Description: Installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot

Total Requested: $15,840.45

Total Project Investment: $31,680.90





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	8	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	53/100	

Property Address: 710 Orange Ave – Botanical Sanctuary LLC

Date: 7/30/2025

Evaluator Name: Daniel A Lee

Project Description: Installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot

Total Requested: $15,840.45

Total Project Investment: $31,680.90





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	4	
Total Score	56/100	

Property Address: 710 Orange Ave – Botanical Sanctuary LLC

Date: 7-30-2025

Evaluator Name: E. Becht

Project Description: Installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot

Total Requested: $15,840.45

Total Project Investment: $31,680.90





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	40	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	
Total Score	75/100	

Property Address: 710 Orange Ave – Botanical Sanctuary LLC

Date: 7-30-25

Evaluator Name: Brandon Mobile

Project Description: Installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot

Total Requested: $15,840.45

Total Project Investment: $31,680.90





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20	The parking lot will improve visual appearance This structure is not blighted.
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	The windows will be energy efficient.
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	Safer parking
Total Score	45 /100	

Property Address: 710 Orange Ave – Botanical Sanctuary LLC

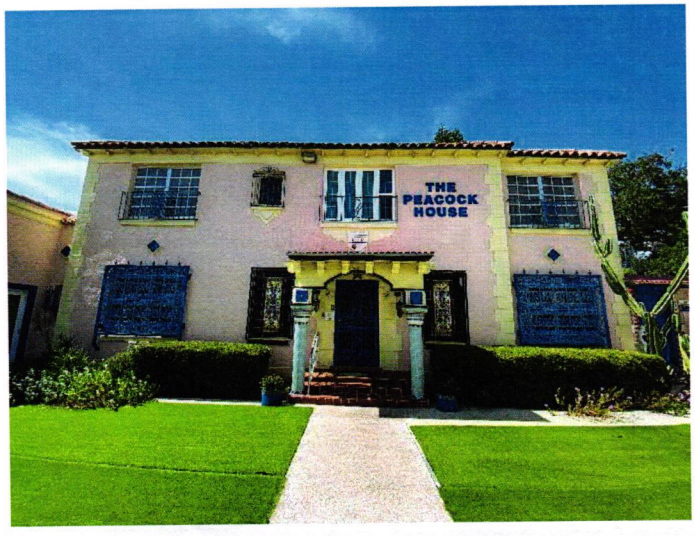
Date: 7-30-25

Evaluator Name: Donna Benton

Project Description: Installation of impact-resistant windows on the second story and the repaving and restriping of the parking lot

Total Requested: $15,840.45

Total Project Investment: $31,680.90





Evaluation Category	Points Awarded	Comments
Visual Impact/Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	Thank you for the investment
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	
Total Score	62/100	

FPRA Regular Meeting - 5:05 PM **8. F.**

Meeting Date: August 12, 2025

Re: Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 108 S 2nd St

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Review and approve CRA Advisory Committee Recommendation for Commercial Facade Grant Application for 108 S 2nd Street in the amount of $7,934.50 - Galleria at Downtown Fort Pierce, LLC

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the latest round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and improve the visual appearance of properties within the FPRA district, encouraging private reinvestment, economic development, and job creation. It provides 50% matching grants, up to $25,000, for eligible exterior improvements.

In this round, six committee members evaluated the submitted applications, with a maximum possible score of 600 points per application.
Project Description:
Proposed improvements at 108 S 2nd Street owned by Galleria at Downtown Fort Pierce, LLC
Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows with impact glass.

Score:
108 S 2nd St received a score of 332 out of 600 (55%).

This action represents the initial step in the grant award process. If the Board approves the Committee's recommendation, staff will draft a grant agreement for Galleria at Downtown Fort Pierce, LLC., to be presented at a future FPRA Board meeting for final approval.

Staff anticipates additional applications will be submitted before the August 15, 2025, deadline. These will be evaluated in a subsequent review cycle.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 = The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award grant to 108 S 2nd St in the amount of $7,934.50

ALTERNATIVES:
Deny or conditionally approve the application.

RESPONSIBLE STAFF:
Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:
Shyanne Harnage, Community and Economic Development Director
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:
Not applicable.

Attachments

Evaluation Criteria
Comm. Facade Program Overview
108 S 2nd St Application
Evaluation Sheets - 108 S 2nd St

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM



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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

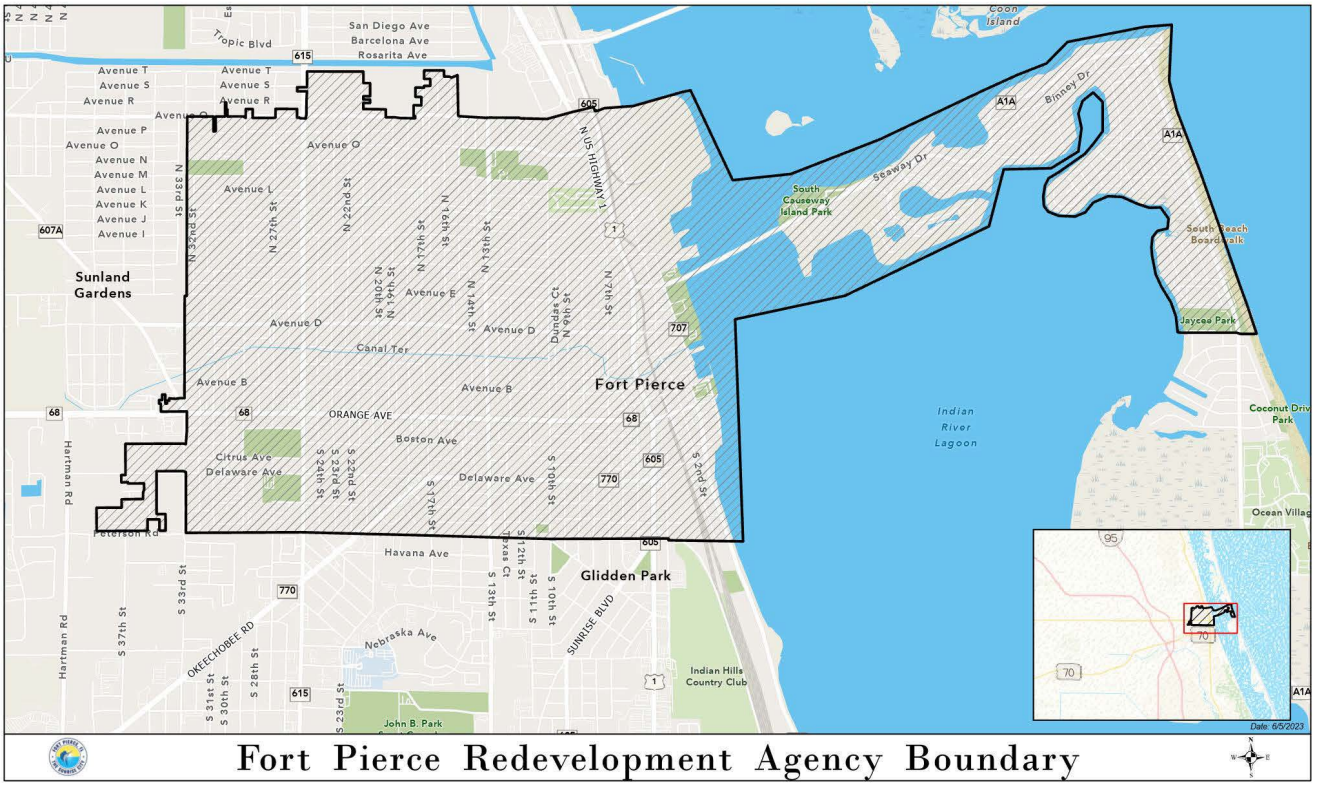
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24107

Date Submitted: 6/17/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-509-0001-000-4

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

Project Property Address:*

108 S 2ND ST Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Galleria at Downtown Fort Pierce LLC

Building's Existing Use(s):*

2100

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

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

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

Admin Assistant

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Galleria at Downtown Fort Pierce LLC

Federal Employer Identification Number / Tax ID:

46-4628068

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Retail/Restaurant

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

11

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

n/a

Project Details:

Grant amount requested?

$7,934.50

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

What is the total estimated project cost?

$15,869.00

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12/1/25

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

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

The scope of this project includes replacing a first-floor window and door set, as well as two upper-story windows, all of which pose a safety risk during hurricane season.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

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

108 Front 1.png

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

108 Front 2.png

Design Proposal/Construction Plans for the Proposed Improvements:*

108 Design.png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

THE BRAFORD LLC Account.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

Galleria 108 Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

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

Cost Estimates

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

Cost Estimate #1*

DL Fort Windows.pdf

Cost Estimate #2

PSL Glass Fort Steakhouse.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

Galleria at Downtown Fort Pierce LLC
108 S 2ND ST.
Fort Pierce, FL 34950
6/17/2025
Subject: Grant Application

Dear Committee Members,

I am writing to submit an application for funding through the Fort Pierce Redevelopment Agency's Commercial Façade Grant Program for a vital improvement project at our commercial property located at the address above. The scope of this project includes installing a hurricane impact glass door and window set at the entrance to the alcove at 108 S. 2nd St., as well as replacing two upper-story windows, all of which pose a safety risk during hurricane season. These enhancements will protect the structure while contributing to the aesthetic and economic revitalization of downtown Fort Pierce.

1. Financial Need and Importance of Funding: This project represents a meaningful but costly investment, especially for a small business like us, working within tight budget constraints. Modern impact-rated glass is essential in our hurricane-prone region, but the cost of high-quality, code-compliant installations is significant. Grant assistance is necessary to move forward with this initiative, which otherwise may be postponed or scaled back — leaving the property vulnerable and undermining broader redevelopment goals.

2. Impact on Neighborhood Appearance and Blight Reduction: Focusing on blight,this location has become a frequent site of loitering, panhandling, and unauthorized camping of unhoused individuals. The area has also been subjected to repeated incidents of urination and human defecation against the door, contributing to unsafe and unsanitary conditions. By enclosing the space, we aim to remove this blight and prevent future trespassing. Additionally, the existing doors and windows are inefficient in the event of destruction from a hurricane or major storm, which would detract from the streetscape's overall appearance. Replacing them with updated, secure, and visually coordinated materials will bring new life to the building's frontage and contribute directly to eliminating signs of age.

3. Design Appeal and Long-Term Improvements: The replacement units will reflect a contemporary yet context-sensitive design, chosen to align with the architectural character of neighboring structures. The upgraded door and windows will use durable, hurricane-rated glass and energy-efficient materials, ensuring both longevity and environmental responsibility. The project has been thoughtfully designed to improve function and security, creating a unified and attractive exterior that will stand the test of time.

4. Community Enhancement and Broader Benefit: This upgrade will not only strengthen the property itself but also contribute to the vitality of the entire block. A more attractive and resilient façade encourages foot traffic, boosts curb appeal, and helps foster a more inviting downtown atmosphere — key to drawing both residents and visitors. It sets a positive example for reinvestment in the community and supports local economic activity.

5. Alignment with the FPRA Plan: This project supports several core objectives outlined in the FPRA Redevelopment Plan, including bolstering disaster resilience, enhancing property conditions, promoting economic opportunity, and encouraging reinvestment in underutilized commercial spaces. The improvements we're undertaking directly support the agency's vision for a stronger, more vibrant Fort Pierce.

We appreciate your consideration of our application and the continued support the FPRA provides to property owners committed to improving and protecting downtown Fort Pierce. Please don't hesitate to reach out if further details are needed.

Sincerely,

Emily Fingerhut
772-801-5729 Ext 106
emily@pierceharbor.com

Port St Lucie Glass & Mirror, Inc.
1520 SE South Niemeyer Cir Ste 2
Port Saint Lucie, FL 34952
7723357272
pslglassandmirror@gmail.com
www.pslglassandmirror.com

Estimate

ADDRESS
Attn: Emily
Pierce Harbor

SHIP TO
Attn: Emily
Pierce Harbor

ESTIMATE # 3362
DATE 06/17/2025

P.O. NUMBER
Galleria -Fort Steakhouse

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	Remove Existing Non- Impact S/F Frame and Glass	1	15,869.00	15,869.00
	Furnish and Install YKK S/F: YKK YHS 50 FS Large Missile Impact S/F Door: YKK 35H Large Missile Impact Door Hardware: Surface Mounted Closer, Emergency Panic Lock , ADA Compliant Thresholds and Standard Push/ Pull Bars (1) Single 36" X 84" with Transom Door Frame Elevations: (1) Thus 84" x 111" Finish: White Glass: 9/16" Gray Impact TOTAL CONTRACT PRICE: $15,869.00 This Quotation Includes: City of Ft. Pierce Building Permit **Bid Exclusions: Rebuilding of Existing Openings to Comply with City of Ft. Pierce Building Dept. for Wood Structure for Proper Installation and Fastening of Impact Windows as Required by FL Product Approval			

A 50% deposit is required upon ordering all materials and scheduling all scope of work and the balance will be due upon completion.

SUBTOTAL	15,869.00
TAX	0.00
TOTAL	**$15,869.00**

Accepted By

Accepted Date

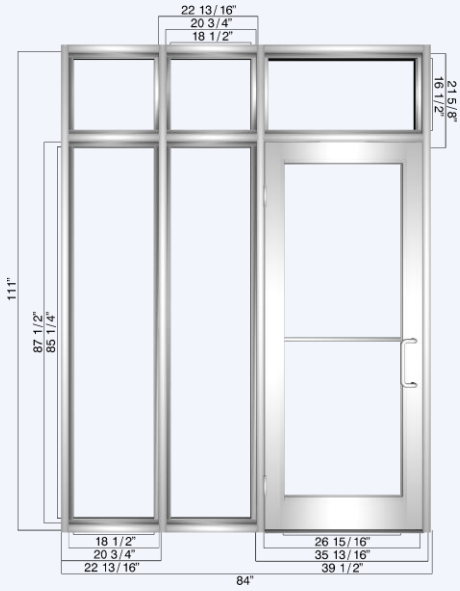
D&L SANDEEN GENERAL CONTRACTING LLC
CGC# 1521012
579 SE SUNNYBROOK TER
PORT ST. LUCIE, FL. 34983

28 MAY 2025

859386
PROPOSAL NAME
The Fort
EXTERNAL PURCHASE ORDER ID The Fort

QUOTE ITEMS

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	002	ES-8000 - STOREFRONT	2 LITE	$6,825.04	1	$6,825.04



SIZE	84" X 111"
WEIGHT	534.95 LBS (243.16 KG)
AREA	64.75 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS SB70
PANELS	3
DOOR PANEL	3
DOOR GLASS	1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS SB70
CLOSER	NO
MUNTIN	NO
MUNTINS	NO
OPENING	LEFT OPENING (XL)
REVERSE	NO
LOCATION	RIGHT
JAMB TYPE	REGULAR (NO ANCHORED)
SILL TYPE	SADDLE THRESHOLD (ES9015) (ALTERNATIVE ADA)
FRAME TYPE	ES8000
SHIM SPACE	3/8" SHIM SPACE
ANCHOR TYPE	TYPE A 1/4 DIA ULTRACON
BOTTOM RAIL	STANDARD BOTTOM RAIL
EQUAL LITES	NO
EQUAL PANELS	YES
REINFORCEMENT	MD1
LOCK MECHANISM	PUSHPULL (NOT ELECTRIC)
COLOR THRESHOLD	CLEAR ANOD
PROTECTIVE FILM	BOTH
DIAMETER CLUSTER	1/4
QUANTITY CLUSTER	6
NUMBER OF ANCHORS	2 ANCHORS AT EACH SIDE OF JAMB AND MULLION
D.L. OPG TRANSOM HEIGHT	OTHER
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
44.80	44.80
CODE	FL 17897.1

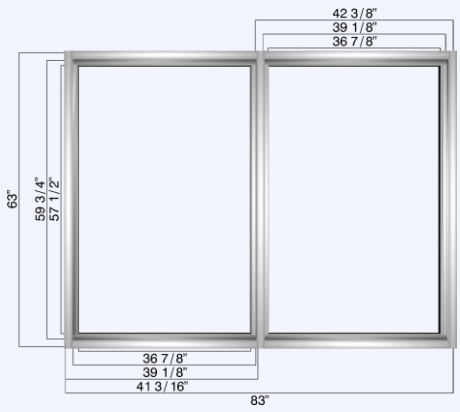
NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
44.80	44.80
CODE	24-0321.07

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.07	0.34	0.26

2	002	ES-8000 - STOREFRONT	1 LITE	$2,533.53	2	$5,067.05



SIZE	83" X 63"
WEIGHT	294.97 LBS (134.08 KG)
AREA	36.31 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" GRAY HS + 0.09 PVB CLEAR + 1/4" CLEAR HS SB70
PANELS	2
MUNTIN	NO
REVERSE	NO
LOCATION	RIGHT
JAMB TYPE	REGULAR (NO ANCHORED)
FRAME TYPE	CLOSED HEAD/SILL
SHIM SPACE	3/8" SHIM SPACE
ANCHOR TYPE	TYPE A 1/4 DIA ULTRACON
EQUAL PANELS	YES
REINFORCEMENT	J1/M1
PROTECTIVE FILM	EXTERIOR
NUMBER OF ANCHORS	2 ANCHORS AT EACH SIDE OF JAMB AND MULLION
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
36.90	36.90
CODE	FL 17897.1

NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
36.90	36.90
CODE	24-0321.07

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.07	0.34	0.26

QUOTE SUMMARY

ASSEMBLY SYSTEM	TOTAL QUANTITY	TOTAL AREA (SQ FT)
ES-8000 - STOREFRONT	3	137.38
TOTAL	3	137.38

Product Totals

PRODUCT TOTAL		$11,892.09
TAX RATE		7.00%
TAX AMOUNT		$832.45

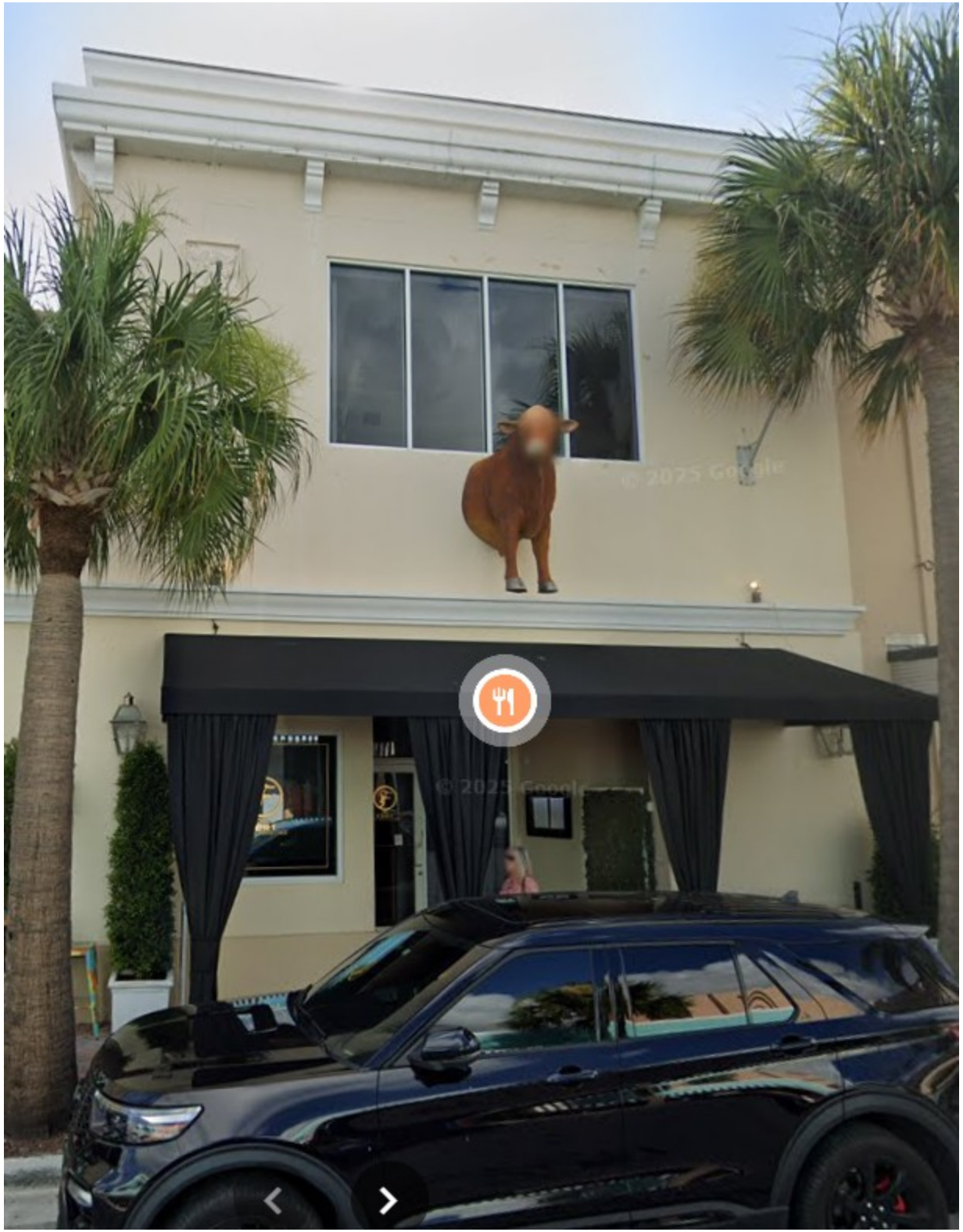
Terms and Services

INSTALLATION PRICE		$5,500.00
PERMIT PRICE	Admin fees. NO ENGINEERING. NO PERMIT FEES	$350.00
MISCELLANEOUS		$0.00

Totals

TOTAL		$18,574.54


ST. LUCIE CO
FIRE

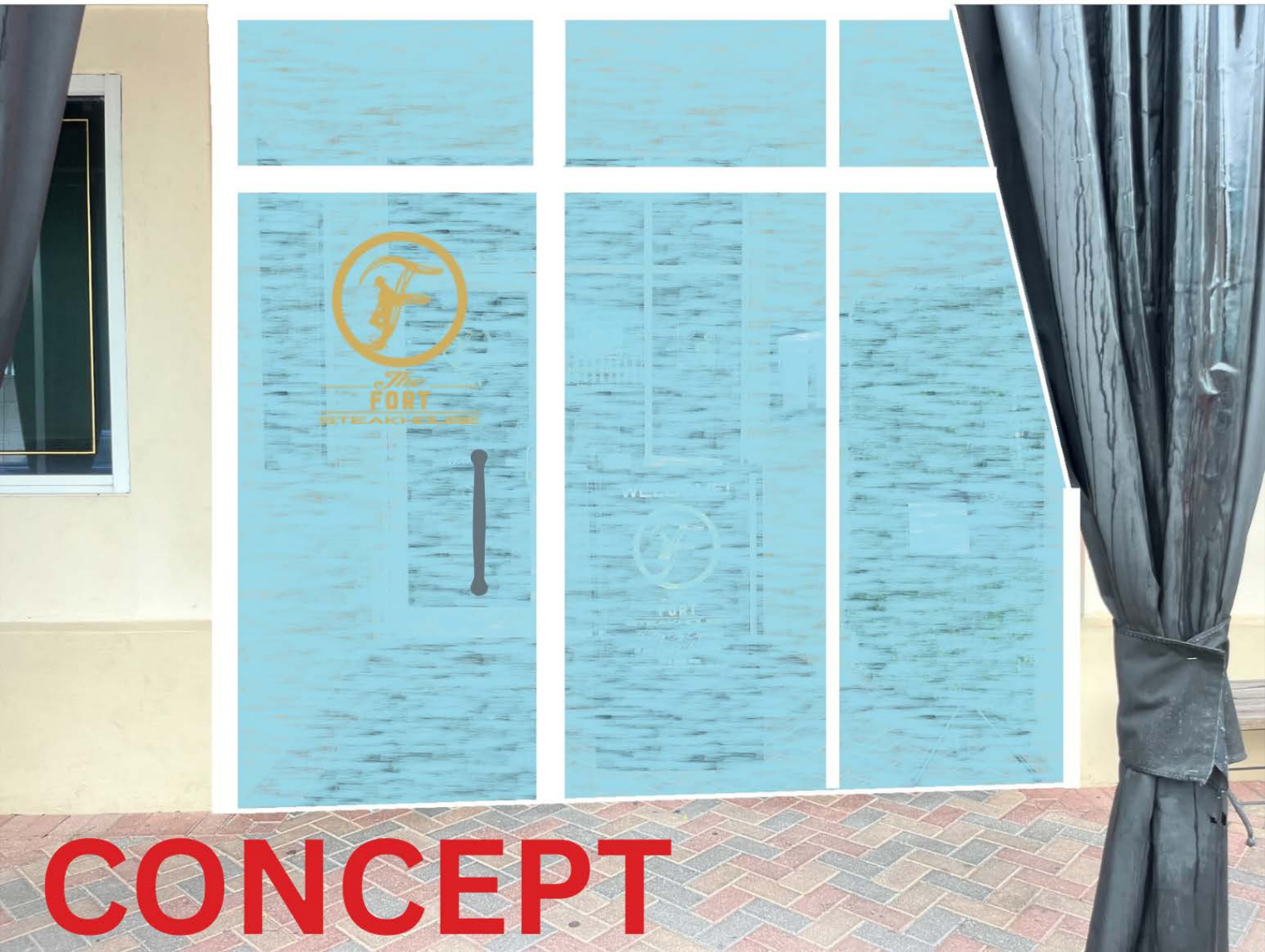




EXISTING



EXISTING

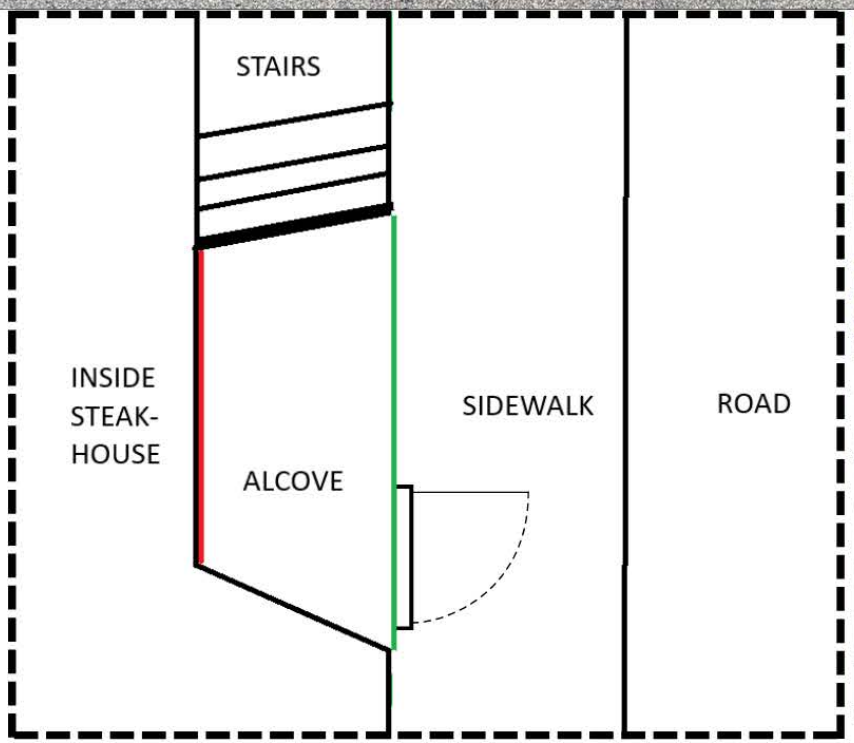


CONCEPT

CONCEPT


108
The FORT STEAKHOUSE
WELCOME


The FORT STEAKHOUSE


STAIRS
INSIDE STEAK-HOUSE
ALCOVE
SIDEWALK
ROAD


GENERAL MANAGER
772-882-9131
WELCOME!
The FORT STEAKHOUSE
A Big City Experience

From: Katherine Calderon
To: Miriam Garcia
Subject: RE: 108 S 2nd St - Lien Search
Date: Wednesday, July 16, 2025 4:32:58 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	108 S 2nd St	__x__ IS IN THE CITY
PARCEL ID#:	2410-509-0001-000-4	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, July 9, 2025 9:28 AM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 108 S 2nd St - Lien Search

Buenos Dias Kat,

The property owner of 108 S 2nd Street applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

Property Address: 108 S 2nd St – Galleria at Downtown FP LLC

Date: 7-30-25

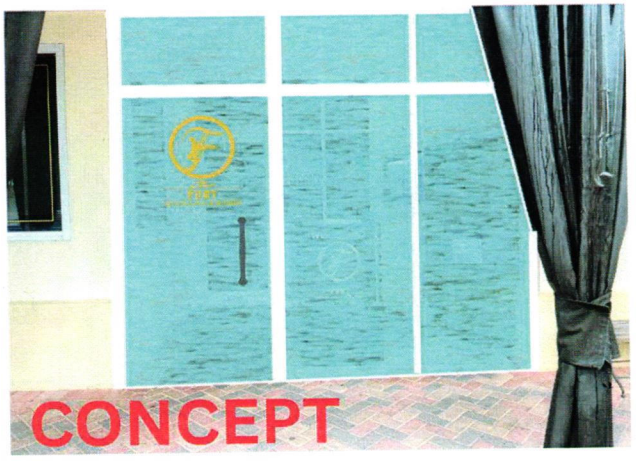
Evaluator Name: Brandon Nobile

Project Description: Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows

Total Requested: ~~$15,869~~ $7,934.50

Total Project Investment: ~~$7,934.50~~ $15,869





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	The alcove doors will make ~~a~~ a visual impact
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	8	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	8	~~Should~~ Should reduce vagrancy in that area
Total Score	51 /100	

55%

332/600

Property Address: 108 S 2nd St – Galleria at Downtown FP LLC

Date: 7/30/25

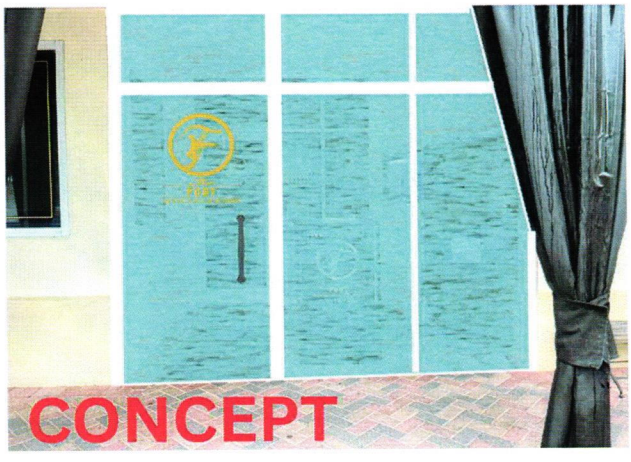
Evaluator Name: Doug Miller

Project Description: Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows

Total Requested: ~~$15,869~~ $7,934.50

Total Project Investment: ~~$7,934.50~~ $15,869





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	N/A
Total Score	~~47~~ /100	

Property Address: 108 S 2nd St – Galleria at Downtown FP LLC

Date: 07/30/25

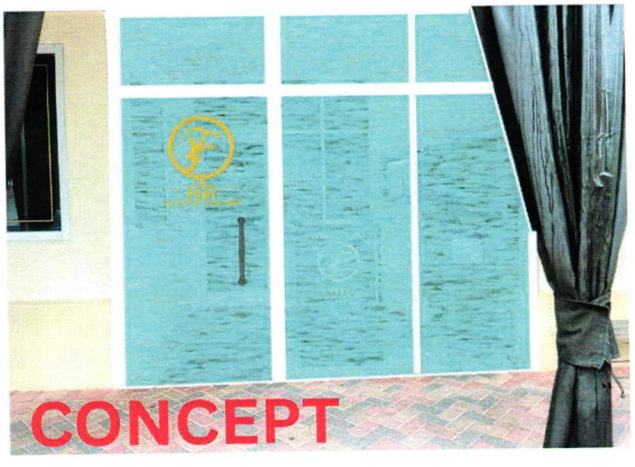
Evaluator Name: PHIL THOMPSON

Project Description: Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows

Total Requested: ~~$15,869~~ $7,934.50

Total Project Investment: ~~$7,934.50~~ $15,869





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	5	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	35 /100	

Property Address: 108 S 2nd St – Galleria at Downtown FP LLC

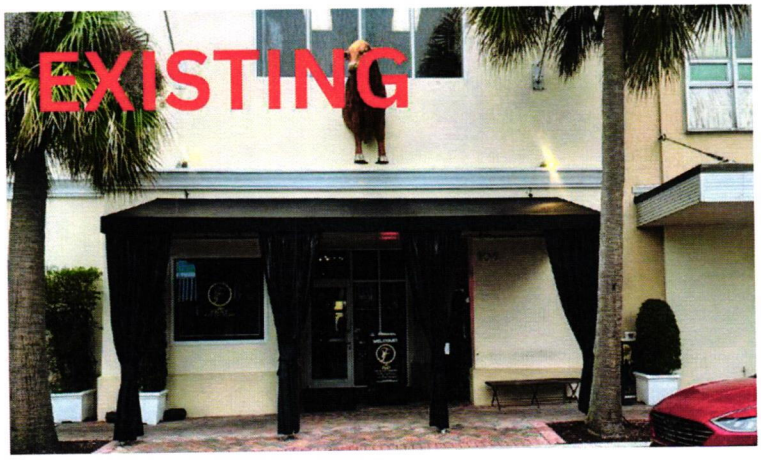
Date: 7-30-25

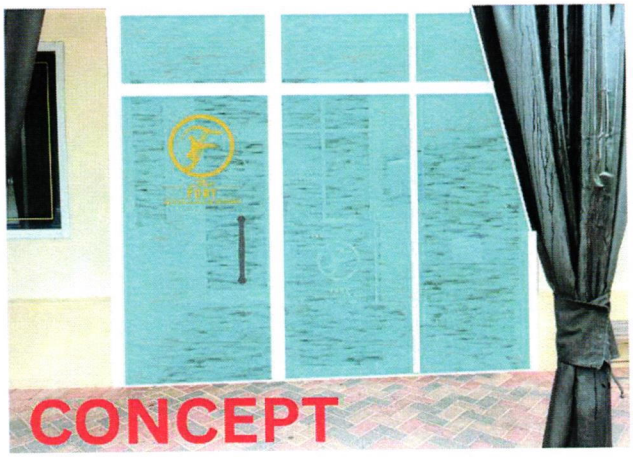
Evaluator Name: Donna Benton

Project Description: Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows

Total Requested: ~~$15,869~~ $7,934.50

Total Project Investment: ~~$7,934.50~~ $15,869





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	35	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	Good thinking!
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	
Total Score	65 /100	

70

Property Address: 108 S 2nd St – Galleria at Downtown FP LLC

Date: 7-30-2025

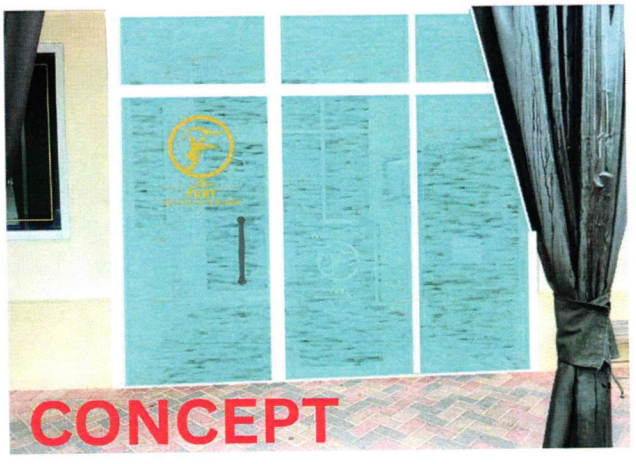
Evaluator Name: E. Becht

Project Description: Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows

Total Requested: ~~$15,869~~ $7,934.50

Total Project Investment: ~~$7,934.50~~ $15,869





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50	Helps eliminate homeless ...
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	15	Very creative!
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	
Total Score	85/100	

Property Address: 108 S 2nd St – Galleria at Downtown FP LLC

Date: 7/30/2025

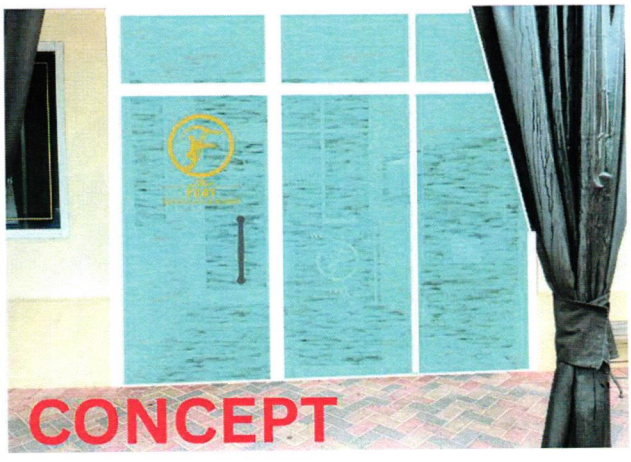
Evaluator Name: Daniel A. Lee

Project Description: Install a hurricane impact glass door and window set at the alcove entrance and replace two second-story windows

Total Requested: ~~$15,869~~ $7,934.50

Total Project Investment: ~~$7,934.50~~ $15,869





Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	28	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	4	
Total Score	49/100	

FPRA Regular Meeting - 5:05 PM **8. G.**

Meeting Date: August 12, 2025

Re: Review and approve CRA Advisory Committee Recommendation for Commmercial Facade Grant Application for 100 S 2nd Street in the amount of $20,788.75

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

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SUBJECT:

Review and approve CRA Advisory Committee Recommendations for Commercial Facade Grant Application for 100 S 2 nd Street in the amount of $20,788.75 – Galleria at Downtown Fort Pierce, LLC

SUMMARY:

The CRA Advisory Committee has completed its evaluation of the latest round of Commercial Façade Grant Program applications. This program is designed to eliminate blight and enhance the visual appearance of properties within the FPRA district, encouraging private reinvestment, economic development, and job creation. It provides 50% matching grants, up to $25,000, for eligible exterior improvements.

In this round, six committee members evaluated the submitted applications, with a maximum possible score of 600 points per application.

Project Description:
Proposed improvements at 100 S 2nd Street, submitted by Galleria at Downtown Fort Pierce, LLC., include the replacing of 15 second-story windows with impact-resistant glass windows.

Score:
The application received a score of 299 out of 600 points (49%).

This action represents the initial step in the grant award process. If the Board approves the Committee's recommendation, staff will draft a grant agreement for Galleria at Downtown Fort Pierce, LLC., to be presented at a future FPRA Board meeting for final approval.

Staff anticipates that additional applications will be submitted before the August 15, 2025, deadline. These will be evaluated in a subsequent review cycle.

FPRA REDEVELOPMENT PLAN GOAL/POLICY

Goal 7 = The Fort Pierce Redevelopment Agency shall increase private sector investment and business development within the Community Redevelopment Area.
Goal 9 - The Fort Pierce Redevelopment Agency shall support small businesses, start-up businesses and support entrepreneurial activity within the Redevelopment Area.

RECOMMENDATION:

Review CRA Advisory Committee's recommendation and award grant to 100 S 2nd Street in the amount of $20,788.75

ALTERNATIVES:

Deny the applicaiton.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage,
CRA Advisory Committee

Fiscal Impact

OTHER INFORMATION:

Not applicable.

Attachments

Evaluation Criteria
Comm. Facade Program Overview
100 S 2nd St Application
Evaluation Sheet - 100 S 2nd St

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM



Table of Contents

1. Overview 3
2. Funding 3
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4. Application Process 4
5. Eligible Improvements 5
6. Ineligible Improvements and Expenses 6
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8. Disbursement of Funds 7
9. Evaluation Criteria 8
10. Timeline 8
11. FPRA District Boundary Map 9

COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

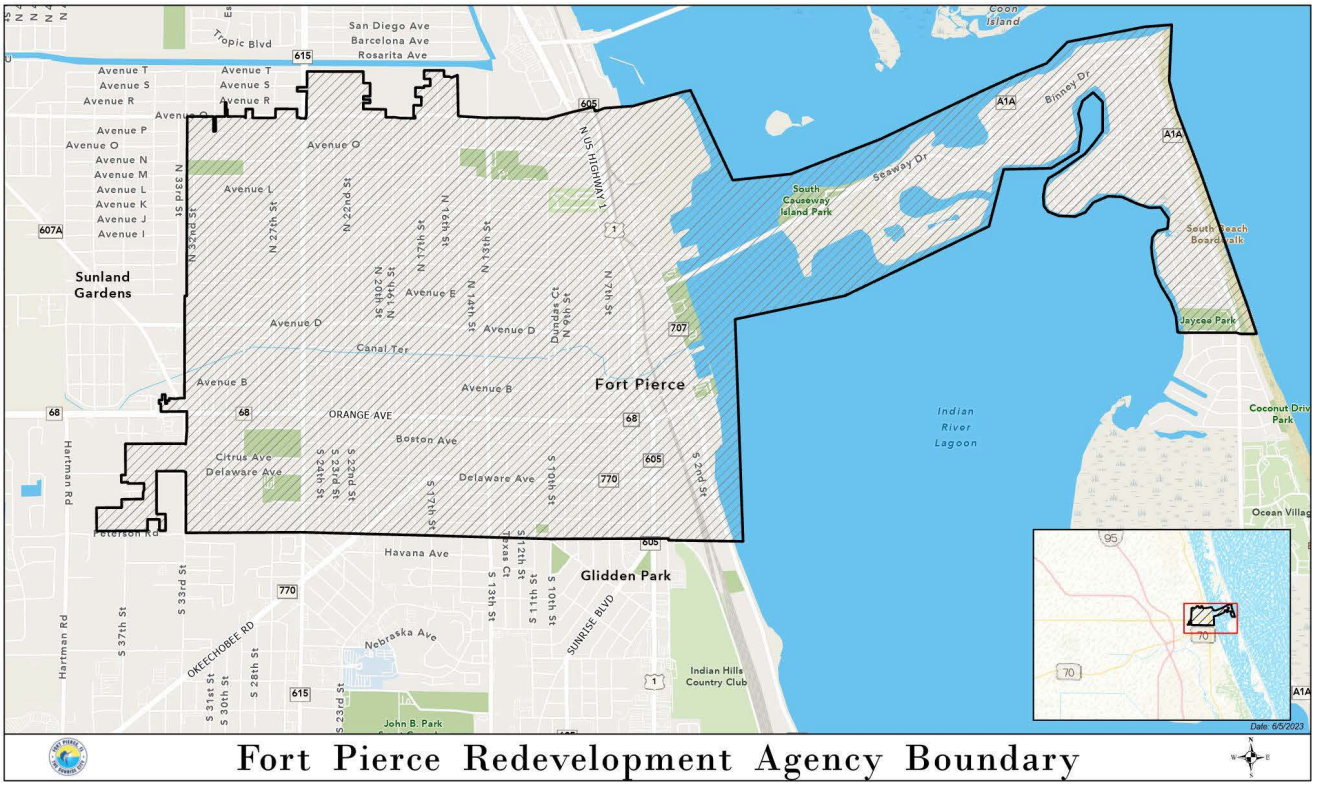
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24125

Date Submitted: 7/2/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-503-0108-000-6

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

Project Property Address:*

100 S 2nd St. Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Galleria at Downtown Fort Pierce LLC

Building's Existing Use(s):*

1700

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

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

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

Administrator

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Galleria at Downtown Fort Pierce LLC

Federal Employer Identification Number / Tax ID:

46-4628068

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

Retail

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

11

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

n/a

Project Details:

Grant amount requested?

$20,788.75

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

What is the total estimated project cost?

$41,577.50

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

12/1/25 (or six months from the date of approval)

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

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [ ] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [ ] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

To replace the existing windows with impact glass, to protect the property from hurricane-related damage. (Please replace the application submitted on 06/17/25 with this, full explanation attached in Cost Estimate #1 "PSL Glass Galleria")

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

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

Galleria Front 1.png

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

Galleria Front 2.png

Design Proposal/Construction Plans for the Proposed Improvements:*

Galleria Design .png

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Funding Proof for Grant.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

Galleria Letter .pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

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

Cost Estimates

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

Cost Estimate #1*

PSL Glass Galleria.pdf

Cost Estimate #2

DL SANDEEN Galleria Windows.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**


BRUNCH
BRUNCH


NO
PARKING
REAL ESTATE



Please note: Design is the same, change is to impact glass for saftey

Hello,

Please utilize this application over the one submitted on 06/17/25. St. Lucie Glass provided us multiple estimates for multiple properties at once, all titled "Galleria", unfortunately the estimate submitted was not actually the one for the Galleria. Attached is the correct one. I deeply apologize for the mix up. If you have any questions or concerns, please feel free to reach out to me at 772-340-6967.

Emily Fingerhut

Port St Lucie Glass & Mirror, Inc.
1520 SE South Niemeyer Cir Ste 2
Port Saint Lucie, FL 34952
7723357272
pslglassandmirror@gmail.com
www.pslglassandmirror.com

Estimate

ADDRESS
Attn: Emily
Pierce Harbor

SHIP TO
Attn: Emily
Pierce Harbor

ESTIMATE # 3363
DATE 06/17/2025

P.O. NUMBER
Galleria-2nd Fl Arch Top S/F

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	Remove Existing Non-Impact S/F Frames and Glass	1	63,463.00	63,463.00
	Furnish and Install YKK YHS 50 FS Large Missile Impact for 9/16" Large Missile Impact Glass Elevations: (5) Thus 144" x 67" x 55" with Arch Top Finish: White Anodized Glass: 9/16" Gray Impact TOTAL CONTRACT PRICE: $63,463.00 This Quotation Includes: City of Ft. Pierce Building Permit **Bid Exclusions: Rebuilding of Existing Openings to Comply with City of Ft. Pierce Building Dept. for Wood Structure for Proper Installation and Fastening of Impact Windows as Required by FL Product Approval **NOTE** This Quotation is for budget purpose only. It may or may not need Additional Pricing due to Manufacturers Final Quotation is not Included			

A 50% deposit is required upon ordering all materials and scheduling all scope of work and the balance will be due upon completion.

SUBTOTAL	63,463.00
TAX	0.00
TOTAL	**$63,463.00**

Accepted By

Accepted Date

Port St Lucie Glass & Mirror, Inc.
1520 SE South Niemeyer Cir Ste 2
Port Saint Lucie, FL 34952
7723357272
pslglassandmirror@gmail.com
www.pslglassandmirror.com

Estimate

ADDRESS
Attn; Emily
Pierce Harbor

SHIP TO
Attn: Emily
Pierce Harbor

ESTIMATE # 3361
DATE 06/17/2025

P.O. NUMBER
Galleria - 2nd Floor Single Off

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
	2nd Floor Single Office Space: Remove Existing Non-Impact Window Frame and Glass Furnish and Install (2) PGT SH 7700A Operable Windows With (1) Center Mullin (2) Thus 44" x 62" Finish: White Glass: 7/16" Gray Impact #1816 Charcoal Screen Included TOTAL CONTRACT PRICE: $127,500.00 *Note this Quotation Includes: City of Ft Pierce Building Permit **Bid Exclusions: Rebuilding of Existing Openings to Comply with City of Ft. Pierce Building Dept. for Wood Structure for Proper Installation and Fastening of Impact Windows as Required by FL Product Approval	15	8,500.00	127,500.00

A 50% deposit is required upon ordering all materials and scheduling all scope of work and the balance will be due upon completion.

SUBTOTAL	127,500.00
TAX	0.00
TOTAL	$127,500.00

Accepted By

Accepted Date

D&L SANDEEN GENERAL CONTRACTING LLC
CGC# 1521012
579 SE SUNNYBROOK TER
PORT ST. LUCIE, FL. 34983

QUOTE

060525100
Date: 06/05/2025

579 SW Sunnybrook Terrace
Port Saint Lucie, FL. 34983
561-619-1240

To:
Pierce Harbor Realty
Fort Pierce, FL
34950

Job name	Job address	Job number
Galleria-Windows	100 S 2nd St Fort Pierce, FL 34950	060525100Q

Qty	Description	Unit price	Line total
15	-Furnish 15 Storefront windows in (5) different openings. -Windows to be impact rated, white frames and gray glass tint to match existing -Installation as per FBC including. 2nd Story set up with no exterior landing	(3) $5,650.00 Tax (7%) (3) $2,200.00	$28,250.00 $1,977.50 $11,000.00
Permit	Permit submittal to City of Fort Pierce Building Department Not responsible for any engineering required or permit fees assesed by municipality		$350.00
		TOTAL	$41,577.50
	Lead time for ESW- 6 to 8 weeks *60% due upon acceptance of this proposal ($24,946.50)* *30% due upon scheduling/commencement ($12,473.25)* *10% due upon completion (EXCLUDING FINAL INSPECTION) ($4,157.75)*		

TERMS & CONDITIONS

- For the price stated, D&L Sandeen General Contracting, LLC, now known as the Seller, agrees to furnish all materials (the "Materials') and labor for job described. This is a firm offer- Seller shall obtain the construction permit (if needed) to perform the work requested by Buyer. The permit cost will be added to contract total unless otherwise stated. Acceptance by the Buyer must be on the exact terms and conditions herein and any additional or different terms shall constitute a counteroffer by Buyer. In the event of typographical, mathematical or human error in this contract, as reasonably determined by Seller, the parties hereby agree to immediately correct such error in this contract. This proposal price will be honored for 30 days.
- This proposal does not become a contract until accepted and signed by an authorized representative or officer of Seller and, if not accepted, payment shall be returned (if received). Sellers terms shall prevail over Buyers terms at all times. Seller reserves the right to cancel this contract or any part thereof, without penalty, if Buyer fails to comply with the terms and conditions or fails to make any payments within the time specified. In addition, if this contract covers the installation of more than two residential dwellings, then Seller reserves the right to terminate this contract for any reason with respect to any residential dwelling which Seller has not commenced work with respect thereto by giving 3 days written notice to Buyer. Materials returned without the written permission of the Seller will not be accepted for replacement or credit. In the event this contract is signed by a corporation, the signer hereby agrees to guarantee payment personally.
- All balances due under this contract are due and payable upon COMPLETION OF INSTALLATION OF THE MATERIALS by Seller without notice or demand and shall bear interest from such date at the lessor of 18% per annum and the maximum legal rate. If Buyer requests a delay in the installation of the Materials after the date of this contract, then interest shall accrue from the date of such requested delay. In the event payment of this contract is enforced through attorneys or by suit or in bankruptcy or probate proceedings, Seller shall recover and Buyer hereby agrees to pay all reasonable attorney fees and costs of court incurred by Seller.
- Seller expressly reserves all of Sellers mechanics and materialmen liens which may be asserted under any provisions of law to secure payment of the contract price and may claim the same as a lien upon real property on which the installation of the Materials is made. If the Buyer is a commercial legal entity, Buyer grants to Seller. perfected, first lien purchase money security interest in and to the Materials, governed by the Uniform Commercial Code in the State of Florida (the UCC"). If Buyer is a commercial legal entity, this contract shall constitute a valid financing statement and may be filled by Seller and upon default by Buyer; Seller shall have all remedies set forth in the UCC. No UCC security interest is granted to Seller if Buyer is a consumer.
- Product warranty is per manufacturer. Any balance not paid when due will render any warranty given by Seller hereunder to be automatically NULL AND VOID for all purposes.
- Seller agrees to take reasonable steps to ensure the fulfillment of orders received, but performance is subject to, and Seller shall not be liable for, any and all delays or cancellations caused by war, accidents, strikes, inability to secure labor and raw materials, fires, inclement weather conditions, rainy or windy weather, embargoes, transportation shortage and delays, government conscription, priorities, and failure on Buyers part to give notice of requirements and/or proper measurements and other information, and all other causes beyond Seller's control affecting the whole or any part of Seller's obligation hereunder.
- Seller shall make any changes to the Materials and the work which in its judgment maybe necessary while on the jobsite in order to properly install the Materials and to comply with applicable building codes, regulations, and laws. In the event any additional work or modifications of the work is necessary due to the conditions existing at the time construction commences which are unknown and not obvious (and whether reflected in the construction drawings or not). Seller reserves the right to charge the Buyer the necessary sum to complete all additional work or to cancel this contract and receive payment for all work completed up to such time.
- D&L Sandeen General Contracting, LLC is not responsible for painting, damage to stucco, drywall, broken sills, tile, or anything else pertaining to interior and exterior finish work unless otherwise specific exceptions are stated on page (1) of this contract as an additional term. D&L Sandeen General Contracting, LLC will use its best efforts to minimize damage to the listed areas, although when removing, glass windows and doors damage may occur.
- Seller is not held responslble for damage which may occur to personal property at the jobsite, which must be removed from the area of the Jobsite, unless such damage Is caused by the gross negligence of Seller.
- Distortion and Waves. Laminated impact glass may have some distortion or waves depending on size of the glass. D&L Sandeen General Contracting, LLC does not manufacture glass, thus this is a manufacturing problem and it will be handled by the glass manufacturer. Depending on the severity of the distortion or waves and weather it meets ASTM Standards, it will be the discretion of the glass manufacturer whether the glass will be replaced or not.
- All risk of loss is passed to Buyer upon delivery of the Materials to the jobsite and Buyer shall be solely responsible for any theft, damages, vandalism, or other loss thereto. Seller will retain title to the Materials until payment in full of contract price has been made.
- This contract shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of laws) and federal law. No statement, representation, warranty (implied or expressed), or agreement (written or verbal) not appearing on the face of the contract or in the Terms and Conditions shall be binding upon the parties hereto. No agent, employee, or representative is authorized to legally bind Seller to any representation, warranty, or agreement which is not set forth in Miting in this contract. This contract is the entire agreement between the parties. No attempted modification of this contract shall be enforceable unless signed by the party against which such modification is to be enforced. No sale representative, contractor, or agent of Seller has the authority to modify, alter, or waive any terms of this contract. This contract shall not be assigned by Buyer. Seller may assign this contract without the consent of Buyer.
- The installation tlmeline provided on this agreement is an estimate and may be subject to changes due to factors beyond our control, such as manufacturing delays, D&L Sandeen General Contracting, LLC's schedule, weather conditions, and other unforeseen circumstances. Early delivery or the product to D&L sandeen General Contracting, LLC does not guarantee installation before the estimated dates on page (1) While D&L Sandeen General Contracting, LLC is committed to making its best efforts for prompt installation upon product arrival at our warehouse, the parties acknowledge that the schedule is subject to external influences.
- If and only if Buyer is a consumer, then Buyer may cancel this contract at any time prior to midnight of the third (3rd) business day after the date of this contract. Cancellation Fee is 50% of contract after the 3 day right of rescission.

BUYERS SIGNATURE _____

DATE _____

Galleria at Downtown Fort Pierce LLC
100 S. 2nd St..
Fort Pierce, FL 34950
6/16/2025
Subject: Grant Application

Dear Fort Pierce Redevelopment Agency Committee,

I am writing to respectfully request funding consideration through the FPRA Commercial Façade Grant Program for a critical improvement project located at our commercial property on the second story of the address above in downtown Fort Pierce. Our goal is to replace the existing outdated and vulnerable windows with high-quality impact glass, a necessary upgrade to protect the property and surrounding area from hurricane-related damage and enhance the visual and structural integrity of the building.

1. Need for Financial Assistance: As a small business/property owner, the cost of retrofitting our building with impact-resistant glass is a significant financial undertaking. Given rising construction costs and the essential nature of this improvement for public safety and building preservation, we are seeking financial assistance to make this project feasible. Without this support, we risk further exposure to potential storm damage, which could result in more costly repairs or structural compromise during a major weather event. The grant funding is critical to the timely and successful completion of this project.

2. Contribution to Elimination of Slum and Blight: Our building is located in a key corridor of downtown Fort Pierce, an area poised for revitalization and economic growth. The current windows are outdated, inefficient, and detract from the building's aesthetic appeal. By replacing them with new, energy-efficient impact glass, we aim to significantly improve the building's appearance and safety. This enhancement not only elevates our property but also contributes to reducing visual blight in the area, aligning with the FPRA's mission to revitalize and restore vibrancy to the district.

3. Architectural Enhancements & Sustainable Improvements: The proposed design incorporates clean, modern lines that complement the traditional architecture of the surrounding neighborhood. The impact windows will be framed to match the building's historic character while introducing a sleek, updated look. These improvements are not only visually appealing but also sustainable — impact glass increases energy efficiency, reduces noise pollution, and offers long-lasting protection, reducing the need for future repairs and maintenance.

4. Community Benefit & Public Outcomes: Upgrading our façade will have a positive ripple effect throughout the community. Visually, it will contribute to a safer, more attractive downtown environment, encouraging foot traffic, supporting local commerce, and potentially inspiring neighboring property owners to invest in similar improvements. Most importantly, enhancing storm resilience protects the public by minimizing debris risk during severe weather and supporting quicker recovery post-disaster.

5. Alignment with the FPRA Plan: Our project aligns closely with the goals outlined in the Fort Pierce Redevelopment Plan, particularly in supporting community resilience, preserving historic structures, and stimulating private investment through public-private partnerships. The improvement reflects a commitment to sustainable urban development and revitalization consistent with the vision of a vibrant, economically strong, and safe downtown Fort Pierce.

We are excited about the opportunity to partner with the FPRA on this impactful project. Thank you for your time and thoughtful consideration. Should you require any additional information or documentation, we are happy to provide it promptly.

Sincerely,

Emily Fingerhut
772-801-5729 Ext 106
emily@pierceharbor.com

From: Katherine Calderon
To: Miriam Garcia
Subject: RE: 100 S 2nd St - Lien Search
Date: Wednesday, July 16, 2025 4:31:49 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	100 S 2nd St	__x__ IS IN THE CITY
PARCEL ID#:	2410-503-0108-000-6	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Best Regards,

Katherine Calderon | Executive Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3149 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, July 9, 2025 9:20 AM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 100 S 2nd St - Lien Search

Buenos Dias Kat,

The property owner of 100 S 2nd Street applied for the commercial façade grant.

At your convenience, please provide a lien search for the following property:

Property Address: 100 S 2nd Street – Galleria at Downtown FP, LLC

Date: 7/30/25

Evaluator Name: Doug Miller

Project Description: Replace 15 second-story windows with impact-resistant glass windows

Total Requested: $20,788.75

Total Project Investment: $41,577.50



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	Well maintained currently.
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	7	Little Benefit from Project
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	NONE / Little Visual Impact
Total Score	52/100	

49.1.

299/600

Property Address: 100 S 2nd Street – Galleria at Downtown FP, LLC

Date: 07/30/25

Evaluator Name: PHIL THOMPSON

Project Description: Replace 15 second-story windows with impact-resistant glass windows

Total Requested: $20,788.75

Total Project Investment: $41,577.50



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	20	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	10	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	5	
Total Score	40 /100	

Property Address: 100 S 2nd Street – Galleria at Downtown FP, LLC

Date: 7-30-25

Evaluator Name: Donna Benton

Project Description: Replace 15 second-story windows with impact-resistant glass windows

Total Requested: $20,788.75

Total Project Investment: $41,577.50



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	7	
Total Score	62/100	

Property Address: 100 S 2nd Street – Galleria at Downtown FP, LLC

Date: 7-30-2025

Evaluator Name: E. Becht

Project Description: Replace 15 second-story windows with impact-resistant glass windows

Total Requested: $20,788.75

Total Project Investment: $41,577.50



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	30	New windows
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	10	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10	Building is hardened
Total Score	65 /100	

Property Address: 100 S 2nd Street – Galleria at Downtown FP, LLC

Date: 7/30/2025

Evaluator Name: Daniel A. Lee

Project Description: Replace 15 second-story windows with impact-resistant glass windows

Total Requested: $20,788.75

Total Project Investment: $41,577.50



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	25	
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	6	
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	4	Dont see where the Community benefits from this improvement
Total Score	50/100	

Property Address: 100 S 2nd Street – Galleria at Downtown FP, LLC

Date: 7-30-25

Evaluator Name: Brandon Nobile

Project Description: Replace 15 second-story windows with impact-resistant glass windows

Total Requested: $20,788.75

Total Project Investment: $41,577.50



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points) The project's ability to enhance the visual appeal of the FPRA and significantly eliminates blight. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	10	This property is not blighted and new windows will provide minimal ~~impact~~ visual impact
Total Project Investment (25 points) Over $100,000 25 $100,000 - $50,000 20 $50,000-$25,000 15 $25,000 - $10,000 10 Under $10,000 5	15	
Design & Creativity (15 points) Innovative and visually appealing facade design Compatibility with neighborhood's architectural style Sustainability and longevity of proposed improvements	5	windows will be more efficient
Community Impact/Public Benefit (10 points) The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	0	
Total Score	30 /100	

FPRA Regular Meeting - 5:05 PM **8. H.**

Meeting Date: August 12, 2025

Re: Approval of Grant Agreement for Commercial Facade Improvement 722 Orange Ave

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Continued from July 8, 2025 meeting. Review and direction regarding a Grant Agreement for Commercial Facade Improvements for Botanical Sanctuary, LLC at 722 Orange Ave. in the amount of $25,000.00.

SUMMARY:

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate blight within the FPRA district. This program is designed to encourage redevelopment of the FPRA by enhancing its visual aesthetics, which will lead to increased property values, tenant occupancy, economic development, and job creation. The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

The property located at 722 Orange Avenue identified by Parcel ID 2410-604-0080-000-3 includes three units as well as a vacant lot situated to the west of the building.

Botanical Sanctuary, LLC, the applicant, is requesting funding for the following eligible improvements:

- Installation of new impact-resistant windows and replacement of the front door on Unit 722
- Roof replacement on Unit 726
- Relocation of the fence on the adjacent vacant lot to allow for the installation of decorative pavers

The total estimated investment for these improvements is $57,075.79, with a grant request of $25,000.

The application was evaluated based on the following criteria:
•Visual impact/ Blight Elimination – The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building.
•Total Project Investment –The higher the ratio of private investment to public grant dollar investment, the higher the score.
•Design & Creativity – The innovation and visual appeal of the facade design, compatibility with the neighborhood’s architectural style, and the sustainability and longevity of the proposed improvements.
•Community Impact/Public Benefit – The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.

The CRA Advisory Committee reviewed and evaluated the application and recommended award with the condition to replace all three doors, not just the door on unit 722 as submitted in the application.

The applicant responded as follows: “We are planning to install an old-fashioned venue, and the existing doors match the aesthetic we are aiming for. Is there any way the committee would consider allowing us to leave the other two doors as-is, since this aligns with our vision? We promise that the overall look and feel will still support the FPRA’s goals while maintaining an old Florida charm.”

Update:
Staff met with the applicant to relay the Board’s feedback. The applicant declined to revise the scope of work but submitted additional renderings to support their original proposal and design intent. The application, including the original proposed improvements, is now being returned to the Board for further discussion and a final determination.

RECOMMENDATION:

Staff recommends approval with the CRA Advisory Committee's recommendations to replace all three doors.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist
Shyanne Harnage, Community & Economic Development Director

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	104-9400-554-4020
Amount:	25,000

FISCAL IMPACT:

The FPRA Board approved $300,000 in funding for the Commercial Facade Grant program for FY 2025 in July 2024.

Attachments

CAO Memo
722 Orange Avenue Agreement (1 Door)
722 Orange Avenue Agrement {3 Doors}

Application Packet
Commercial Facade Program Overview
CRAAC Evaluation Sheets
Presentation
Updated Renderings

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST, COMMUNITY AND ECONOMIC DEV, FPRA DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: 722 ORANGE AVE - COMMERCIAL FACADE AGREEMENT

CAO RLS FILE: 25-174

DATE: JUNE 23, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Commercial Façade Agreement for 722 Orange Avenue. The standard agreement has been previously reviewed by this Office, and is approved as to form and correctness, with the following follow up:

Please be aware that the application was submitted by a member of Pierce Harbor Realty on behalf of Botanical Sanctuary, LLC. The address listed for renovations is 722, which is one unit in a complex, including 726 and 710, as well as an empty lot (with a Pierce Harbor "for sale" sign). The application includes renovations to be completed on 726, 710 and the empty lot. It is unclear if Botanical Sanctuary is the owner of these neighboring units or property. If these properties are owned by another entity, separate applications and agreements must be drawn up for each. If these properties are also owned by Botanical Sanctuary, then all addresses should be included in the agreement where applicable.

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

Thank you.

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____ 2025, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and BOTANICAL SANCTUARY, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

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

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

WHEREAS, the Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for façade renovations at the property located at 722 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-604-0080-000-3), which includes three units known as 722, 724, and 726, as well as a vacant lot situated to the west of the building (the "Property");

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the Property by installing new impact-resistant windows and replacing the front door on Unit 722; replacing the roof on Unit 726; and relocating the fence on the adjacent vacant lot to allow for the installation of decorative pavers; and

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

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

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

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 722 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Default and Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Botanical Sanctuary, LL 117 Orange Ave Fort Pierce, FL 34950

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

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

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

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

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

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

OWNER/RECIPIENT WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

OWNER/RECIPIENT:

BOTANICAL SANCTUARY, LLC by

Sign: _____

Print: _____

Title: _____

Date: _____

CITY WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Print: Linda Hudson

As its: Chair

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
Agency Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

722 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Botanical Sanctuary, LLC, for the renovation of property located at 722 Orange Avenue. This grant will provide funds to assist the Recipient improve the property. The purpose of the intended renovation is to substantially improve the façade of the Property by installing new impact-resistant window and replacing the front door on Unit 722; replacing the roof on Unit 726; and relocating the fence on the adjacent vacant lot to allow for the installation of decorative pavers.

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

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

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

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by January 8, 2027.

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

APPENDIX “B”

APPLICATION PACKET

722 ORANGE AVENUE FORT PIERCE, FL 34950

GRANT AGREEMENT FOR
COMMERCIAL FAÇADE IMPROVEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of July 2025, ("Effective Date") between the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") and BOTANICAL SANCTUARY, LLC, a Florida Limited Liability Company, ("Recipient"), (collectively, "Parties").

WITNESSETH:

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

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

WHEREAS, the Recipient submitted a Commercial Façade Grant Program application to the FPRA requesting a grant for façade renovations at the property located at 722 Orange Avenue, Fort Pierce, FL (Parcel ID: 2410-604-0080-000-3), which includes three units known as 722, 724, and 726, as well as a vacant lot situated to the west of the building (the "Property");

WHEREAS, the purpose of the intended renovation is to substantially improve the façade of the Property by installing new impact-resistant windows on Unit 722; replacing the doors on Units 722, 724, and 726; replacing the roof on Unit 726; and relocating the fence on the adjacent vacant lot to allow for the installation of decorative pavers; and

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

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

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

WHEREAS, the Recipient has represented to the FPRA that it will complete the project set forth in its completed Commercial Façade Grant application package submitted to the FPRA ("Project"), and that the Project, located at 722 Orange Avenue, will further the intent of the Commercial Façade Grant Program by significantly enhancing the appearance of a building within the FPRA district.

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Default and Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

Fort Pierce Redevelopment Agency:	City of Fort Pierce Attn: Fort Pierce Redevelopment Agency 100 North US Highway 1 Fort Pierce, FL 34950
Copy:	City of Fort Pierce Attn: City Attorney 100 North US Highway 1 Fort Pierce, FL 34950
Recipient:	Botanical Sanctuary, LL 117 Orange Ave Fort Pierce, FL 34950

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

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

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

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

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

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

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

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

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

OWNER/RECIPIENT WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

OWNER/RECIPIENT:

BOTANICAL SANCTUARY, LLC by

Sign: _____

Print: _____

Title: _____

Date: _____

CITY WITNESSES:

Sign: _____

Print: _____

Date: _____

Sign: _____

Print: _____

Date: _____

ACCEPTED FOR THE FORT PIERCE REDEVELOPMENT AGENCY:

Sign: _____

Print: Linda Hudson

As its: Chair

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
Agency Attorney

APPENDIX "A"

PROJECT DEVELOPMENT PLAN

722 ORANGE AVENUE FORT PIERCE, FL 34950

Project Description

This Commercial Façade Grant is awarded to Botanical Sanctuary, LLC, for the renovation of property located at 722 Orange Avenue. This grant will provide funds to assist the Recipient improve the property. The purpose of the intended renovation is to substantially improve the façade of the Property by installing new impact-resistant windows on Unit 722; replacing the doors on Units 722, 724, and 726; replacing the roof on Unit 726; and relocating the fence on the adjacent vacant lot to allow for the installation of decorative pavers.

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

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

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

Project Timelines

1. The Recipient must receive the building permits within six months of the Effective Date. During this time period, the Recipient shall provide evidence of the building permit approval to the FPRA.
2. The Recipient shall complete the Project within twelve months after the issuance of the building permits.
3. For projects not requiring a building permit, within six months of the Effective Date, the Recipient shall notify the FPRA of when it will start the Project within the aforementioned period.
4. The Recipient must provide written progress updates upon request by the FPRA.
5. Requests for payment to the FPRA, shall include the Final Report documentation itemized above.
6. Completion and/or occupancy and full operation of the services described in this Agreement shall be achieved by January 8, 2027.

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

APPENDIX “B”

APPLICATION PACKET

722 ORANGE AVENUE FORT PIERCE, FL 34950

Print

2025 COMMERCIAL FACADE GRANT PROGRAM - Submission #24043

Date Submitted: 5/17/2025

APPLICATION FORM

The Commercial Façade Grant Program provides financial assistance in the form of a 50% matching reimbursable grant of up to $25,000 to eligible property or business owners. The program is designed to support improvements to the exterior appearance of commercial properties and encourage private investment in the FPRA district.

Eligible Improvements Include:

- Awnings/Canopies
- Siding/Stucco
- Windows/Doors
- Decorative Walls and Fencing
- Pedestrian and Bicycle Amenities
- ADA Improvements
- Parking Lot Improvements/Surface parking
- Patio/Deck Improvements
- Exterior Lighting
- Permanent Landscaping
- Security Cameras
- Art installations
- and more

Application Process Summary

- The application period is open April 17, 2025 until June 17,2025 or until funds are exhausted.
- Within 10 business days of receiving a completed application, staff will contact the applicant to confirm eligibility.
- Every 30 days, eligible applications are reviewed by the Community Redevelopment Agency Advisory Committee (CRAAC).
- The FPRA Board will make the final decision on funding approval.
- All applicants will receive written notification of their approval or denial.
- If approved, FPRA staff will prepare a Grant Agreement to be signed by both the applicant and the FPRA Board.
- Grants cannot be awarded retroactively for work that has already been started or completed.

To review full grant program overview, visit:
Commercial Facade Program Overview

Property Details:

Parcel ID Number:*

2410-604-0080-000-3

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

Project Property Address:*

722 Orange Ave Fort Pierce FL 34950

Property Owner (As recorded on Warranty Deed):*

Botanical Sanctuary LLC

Building's Existing Use(s):*

Retail

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

n/a

Do you own or lease?*

- (•) Own
- ( ) Lease

Lease Term (if applicable):

n/a

Applicant Information:

Applicant Name:*

Emily Fingerhut

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

Admin

Email Address:*

emily@pierceharbor.com

Cell Phone Number: *

772-340-6967

Business Information:

Legal Business Name:

Botanical Sanctuary LLC

Federal Employer Identification Number / Tax ID:

47-1749190

Business Structure*

- ○ Corporation
- ◉ LLC
- ○ Partnership
- ○ Nonprofit
- ○ Sole Proprietorship

Business Type (Restaurant, Retail, Office, Mixed-Use etc):*

retail

Business Phone Number*

772-801-5729

Website (If applicable)

Mailing Address (If different):

Number of Years in Business:*

11

Number of Years at Current Address:*

1

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

Project Details:

Grant amount requested?

25,000

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

What is the total estimated project cost?

57,075.79

The costs must be verified by licensed contractors.

Estimated timeframe for the completion of the project:

December 2025

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

Proposed Improvements:*

- [ ] Siding/Stucco
- [x] Windows/Doors
- [ ] Awnings/Canopies
- [x] Parking lot repaving, resealing, and/or restriping
- [ ] Patio & Deck Improvements
- [ ] Exterior Lighting
- [ ] Permanent Landscaping/Irrigation
- [ ] Decorative Walls & Fencing
- [ ] Security Camera System
- [ ] Signs
- [ ] Mural/Art Installation
- [ ] Exterior Painting - Only if part of another improvement
- [x] Roof - Only if visible from street and part of other improvements
- [ ] Other (explain in narrative below)

Detailed description of the project improvements to be made:*

To remove the bars and gate that currently exist on the windows of unit 722, and replace it with impact glass. To replace the roof of unit 726, which is currently rusted and full of holes. And, to update the unusable/vacant lot on the west side of 726 to a gravel parkway, with pavers on the east side of the building.

Any facade project completed prior to FPRA staff approval will not be eligible for reimbursement.

Required Documentation:

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

As Is.jpeg

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

722 2nd photo.png

Design Proposal/Construction Plans for the Proposed Improvements:*

Updated rough sketches.jpg

Submit design and construction plans, project renderings, and any relevant visual materials that clearly convey the proposed physical improvements. Include examples of project colors, materials, specifications, and design elements to illustrate the overall vision and compatibility with the surrounding area.

Proof of ability to fully fund the project, such as bank statements, loan commitments, or other verifiable financial documents.*

Botanical Sanctuary proof of funding.pdf

Please submit a narrative letter that clearly addresses the following points to support your application for the grant:*

Letter.pdf

- Explain why this property should be selected to receive funding through the grant program.
- Describe the need for financial assistance and why this funding is critical to the completion of your project.
- Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.
- Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.
- Describe how your project will benefit the community and generate positive outcomes for the public.
- Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

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

Cost Estimates

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

Cost Estimate #1*

Combined Aprooved Ests.pdf

Cost Estimate #2

Combined Refused Estimates.pdf

Signature

Electronic Signature*

Emily Fingerhut

Public Records Disclosure:
If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Certification Statements for Commercial Façade Grant Program Application Submission

1. **By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge, and that you have read and understand the Commercial Façade Grant Program Overview and application requirements.**
2. **I authorize the City of Fort Pierce, the FPRA, and their agents to photograph the applicant, property, or business for documentation purposes and promotional use related to this grant program**

From: Lauryn Bly
To: Miriam Garcia
Cc: Katherine Calderon
Subject: RE: 722 Orange Ave - 2410-604-0080-000-3
Date: Wednesday, May 14, 2025 4:34:12 PM
Attachments: image003.png

Please see the results below.

SEARCH REQUEST INFORMATION		
PROPERTY ADDRESS:	722 Orange Ave	__x__ IS IN THE CITY
PARCEL ID#:	2410-604-0080-000-3	____ IS IN THE COUNTY

CODE ENFORCEMENT ACTIVITY (SEE ATTACHED)		
THE CITY OF FORT PIERCE DOES NOT HAVE A VACANT PROPERTY REGISTRATION		
Current Code Violations	_____ YES __x___ NO	
Recorded Liens	_____ YES __x___ NO	LIEN AMOUNT:
Other Charges	_____ YES __x___ NO	AMOUNT DUE:
Explanation of Other Charges		

NUISANCE ABATEMENT ACTIVITY (SEE ATTACHED)		
Lot Clearing Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Demolition Lien(s)	_____ YES __x___ NO	LIEN AMOUNT:
Other Liens	_____ YES __x___ NO	LIEN AMOUNT:

Lauryn Bly | Administrative Assistant | City of Fort Pierce
Community Response Divisions
Code Enforcement & Animal Control
Phone: 772.467.3158 100 North U.S. 1 Fort Pierce, FL 34950

THE SUNRISE CITY FORT PIERCE Florida

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, May 14, 2025 11:51 AM
To: Katherine Calderon <kcalderon@cityoffortpierce.com>
Subject: 722 Orange Ave - 2410-604-0080-000-3

Hi Kat,

Please provide a lien search for the following property:

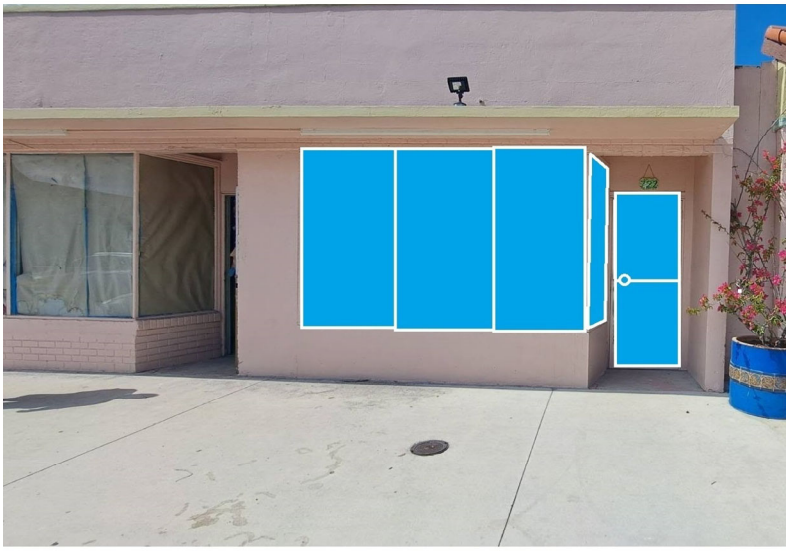
722 Orange Ave - 2410-604-0080-000-3

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
Dept. of Community & Economic Development
City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com


FOR LEASE
772-801-5729

Updated 722 Windows



Updated 726 West Lot



Updated 726 Roof



WELLS FARGO

Account Summary

Customize

Business and Personal Accounts ▾ Set as default

Cash Accounts

$360,319.16
Total available balance

BOTANICAL SANCTUARY LLC Accounts $62,444.09

Botanical Sanctuary
...0742

$62,444.09
Available balance

Explain why this property should be selected to receive funding through the grant program.

This property should be selected to receive funding because Botanical Sanctuary LLC plans of beautifying and restoring Fort Pierce and the Peacock Art District aligns with FPRA's overall goals to do the same. This grant would supply us with the incentive to move these plans forward.

Describe the need for financial assistance and why this funding is critical to the completion of your project.

This funding will help ensure these projects get done in a timely manner, allowing us to speed up our long-term plan of renovation and beautification. Without these funds, our process for butifing and revitalizing our properties would be pushed back to an unknown date in the future.

Describe how your project will enhance the visual appeal of the FPRA area and contribute to the elimination of slum and blight on the property and in the surrounding environment.

Botanical Sanctuary plans a 3-fold system for beautification and the elimination of blight: The first, is to remove the bars and gate that currently exist on the windows of unit 722, and replace it with impact glass. This ensures the safety of the retail goods inside, while removing negative connotations and perceived blight around bard windows. Secondly, we plan to replace the roof of unit 726, which is currently rusted and full of holes. This will ensure the inhabitability and safety of the unit, and help relieve the blight currently presented by the old rusty roof. Thirdly, we plan to move the mobile fence currently blocking the unused/unkempt lot on the west side of 726 back to the far back section, and update the exposed lot to a gravel parkway with pavers on the east side of the building, for safer/easier egress. This should improve the overall look of the neighborhood and FPRA district, as well as turn an unusable space into a productive and beautiful area.

Highlight any innovative or visually appealing elements of your façade design. Discuss how the project complements the neighborhood's architectural style and incorporates sustainable, long-lasting improvements.

These proposed renovations will remain compatible with the neighborhood's architectural style, utilizing the existing façades and structure, while updating the functionality of the elements being updated. The windows will still be protected and safe, by using impact glass rather than rusted bars, the roof will still be metal and similarly shaped, but no longer rusted and filled wth holes, the lot will become usable and functional, while still presenting the standard old florida charm we're known for.

Describe how your project will benefit the community and generate positive outcomes for the public.

The project will generate a meaningful positive impact for the community and the general public by revitalizing and refreshing the overall look of the area, making it appear cleaner and renewed. In turn, this should help draw people by creating a well-kept, safe look to the existing area. Furthermore, Botanical Sanctuary LLC hopes to utilize the space to actively attract tourists, visitors, and the public to a beautiful and productive space.

Explain how the proposed improvements align with and support the goals outlined in the FPRA Plan.

This project will address three of the main priorities of the FPRA, as outlined in the Redevelopment Plan, by restoring a neighborhood, connecting the community, and re-setting a part of the economic base. First, we will help restore the neighborhood by revitalizing and beautifying a prominent section of the PAD, continuing to support the goal of making it known as a safe and vibrant artist destination. Secondly, this project will help connect the overall community, by beautifying our functional art and retail spaces to attract local artists, kids and parents, and art connoisseurs, to safe, attractive venues. Finally, these improvements will help us contribute to resetting the economic impact this building has by making it an attractive tourist and visitor destination, directly on Orange Ave, the direct route from I-95 to Downtown Fort Pierce.

Attached are 3 estimates, 1 for each improvement, that have the better price of the estimates we received. These are the estimates we plan to move forward with.

MEGA CONSTRUCION SOLUTIONS LLC

02 APR 2025

PROPOSAL NUMBER

820874

PROPOSAL NAME

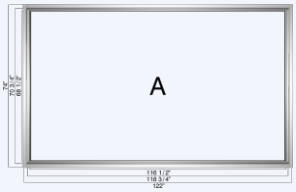
722 The Peacock Gallery

EXTERNAL PURCHASE ORDER ID

722 The Peacock Gallery

QUOTE ITEMS

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
1	001 (OPTION #1)	ES-8000T JUMBO - FIXED WINDOW	1 LITE	$6,041.17	1	$6,041.17



SIZE	122" X 74"
WEIGHT	689.36 LBS (313.35 KG)
AREA	62.69 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" CLEAR HS + 0.09 SGP CLEAR + 1/4" CLEAR HS + 1/2" AIR MA BLACK SPACER + 1/4" CLEAR TMP
MUNTIN	NO
SHIM SPACE	1/4" SHIM SPACE
ANCHOR TYPE	TYPE A 1/4 DIA ULTRACON
PROTECTIVE FILM	BOTH
POUR AND DEBRIDGE	YES
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
70.00	70.00

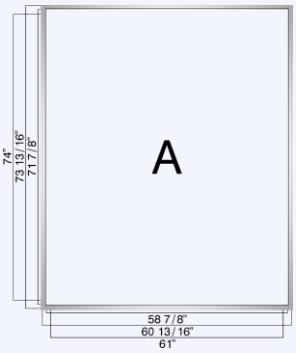
CODE FL17897

NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
70.00	70.00

CODE 20-1118.02

LINE NUM	LINE NAME	ASSEMBLY SYSTEM	ASSEMBLY	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE
2	002 OPTION#2)	ES-EL150 - FIXED WINDOW	O	$1,511.26	2	$3,022.52



SIZE	61" X 74"
WEIGHT	172.43 LBS (78.38 KG)
AREA	31.35 FT^2
FINISH	AAMA 2604 WHITE
GLASS	3/16" CLEAR HS + 0.09 SGP CLEAR + 3/16" CLEAR HS
MUNTIN	NO
FRAME TYPE	FLANGE
PROTECTIVE FILM	NO
PRE-GLAZED?	YES

FBC CERTIFICATION

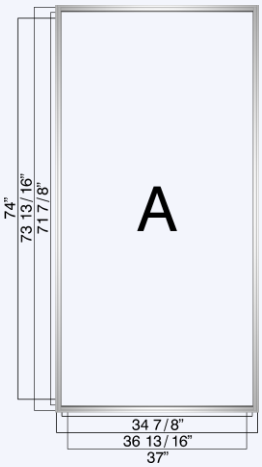
INTERNAL PSF	EXTERNAL PSF
72.70	72.70

CODE FL 21461.1

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.02	0.65	0.75

3	003 (ADJACENT)	ES-EL150 - FIXED WINDOW	O	$718.93	1	$718.93



SIZE	37" X 74"
WEIGHT	105.39 LBS (47.91 KG)
AREA	19.01 FT^2
FINISH	AAMA 2604 WHITE
GLASS	3/16" CLEAR HS + 0.09 PVB CLEAR + 3/16" CLEAR HS
MUNTIN	NO
FRAME TYPE	FLANGE
PROTECTIVE FILM	NO
PRE-GLAZED?	YES

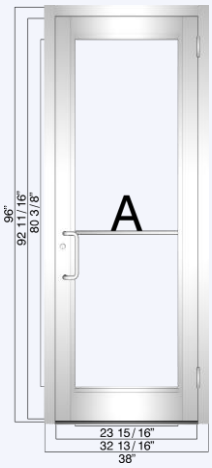
FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	FL 21461.1

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.02	0.65	0.75

4	004 (ENTRY DOOR)	ES-9000 - SWING DOOR	SINGLE LEAF	$2,868.78	1	$2,868.78



SIZE	38" X 96"
WEIGHT	201.42 LBS (91.55 KG)
AREA	25.33 FT^2
FINISH	AAMA 2604 WHITE
GLASS	1/4" CLEAR HS + 0.09 PVB CLEAR + 1/4" CLEAR HS
CLOSER	NO
MUNTINS	NO
OPENING	RIGHT OPENING (XR)
LOCATION	SINGLE
SILL TYPE	SADDLE THRESHOLD (ES9015) (ALTERNATIVE ADA)
FRAME TYPE	ES9000
BOTTOM RAIL	STANDARD BOTTOM RAIL
CUSTOM PANELS	NO
REINFORCEMENT	MD1
LOCK MECHANISM	PUSHPULL (NOT ELECTRIC)
COLOR THRESHOLD	CLEAR ANOD
PROTECTIVE FILM	BOTH
DIAMETER CLUSTER	1/4
QUANTITY CLUSTER	6
DECORATIVE MUNTIN	NO
PRE-GLAZED?	YES

FBC CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	FL 22527.1

NOA CERTIFICATION

INTERNAL PSF	EXTERNAL PSF
80.00	80.00
CODE	23-0724.12

NFRC CERTIFICATION

U FACTOR	SHGC	VT
1.06	0.40	0.43

5	005 (CORNER SUPPORT)	MULLION	ALUT4X4X125	$89.07	1	$89.07



SIZE	1" X 76"
WEIGHT	16.66 LBS (7.57 KG)
AREA	0.53 FT^2
FINISH	AAMA 2604 WHITE
GLASS	
ANCHOR TYPE	ANCHOR TYPE D
MULLION TYPE	STD
PRE-GLAZED?	NO

NO NOA

NO FBC

6	006 (ABOVE ENTRY DOOR)	MULLION	1 X 4 REINFORCED	$32.01	1	$32.01



SIZE	1" X 40"		**NO NOA**
WEIGHT	5.78 LBS (2.63 KG)		**NO FBC**
AREA	0.28 FT^2		
FINISH	AAMA 2604 WHITE		
GLASS			
ANCHOR	STANDARD		
MULLION TYPE	STANDARD		
PRE-GLAZED?	NO		

7	007 (SUPPORT IF OPTION #2))	MULLION	1 X 4 REINFORCED	$32.01	1	$32.01



SIZE	1" X 40"		**NO NOA**
WEIGHT	5.78 LBS (2.63 KG)		**NO FBC**
AREA	0.28 FT^2		
FINISH	AAMA 2604 WHITE		
GLASS			
ANCHOR	STANDARD		
MULLION TYPE	STANDARD		
PRE-GLAZED?	NO		

QUOTE SUMMARY

ASSEMBLY SYSTEM	TOTAL QUANTITY	TOTAL AREA (SQ FT)
ES-8000T JUMBO - FIXED WINDOW	1	62.69
ES-9000 - SWING DOOR	1	25.33
ES-EL150 - FIXED WINDOW	3	81.71
MULLION	3	1.08
TOTAL	8	170.81

Product Totals

PRODUCT TOTAL	$12,804.48
TAX RATE	7.00%
TAX AMOUNT	$896.31

Terms and Services

INSTALLATION PRICE	$1,900.00
PERMIT PRICE	$250.00
MISCELLANEOUS	$0.00

Totals

TOTAL	$15,850.79

J.A. TAYLOR
ROOFING CONTRACTOR

"Estimate/Contract/Proposal"

Customer/Owner/ Moriarty, Joanna	**Mobile:**
Project Address:710 Orange Ave. Ft. Pierce Fl. 34950	**Phone:772-233-7198**
Billing Address: same	**Fax:**
Date/Type/Code:3-31-2025,met,228.12	**Email: Joanna.moriarty.pierceharbor@gmail.com**

J.A. Taylor Roofing will provide necessary permits, schedule all inspections with related Municipality, and maintain Current License and Insurance. This proposal includes labor, materials, and all taxes. Please note that "Oil Canning" is a characteristic of all metal roof systems and is not a cause for rejection. Our highly trained "Professional" installers will hereby complete the following;

1. Remove existing roofing materials & install new 5/8" Plywood Roof Sheathing over entire pitched surface. (Tear Off- based on one layer tear off, additional layers at extra cost).
2. For additional lumber replacement costs, see attached sheet.
3. Install 8-D "ring-shank" fasteners to sheathing / deck to meet current Building Code Requirements.
4. Install (1) ply Peel & Stick Underlayment "Direct To Deck" and fasted using approved fasteners per code requirements. JA Taylor is not responsible for fastener penetration damage-pipe/wire/ceilings/etc.
5. If peel & stick direct to deck is existing, additional cost may incur.
6. Install new roofing accessories including: drip edge, plumbing stack flashings, vents, and valley metal. (Accessories to be shop fabricated using 26 or 24 gauge Galvanized materials, standard colors.(with metal roof options, accessories will be made to match metal roofing panels).
7. Seal all penetrations using approved roofing cement and/or sealants.
8. All new roofing materials / accessories will be installed using approved fasteners per code requirements.
9. Satellite dish, Solar panels, etc. to be removed by others prior to commencement of work, unless disposing of items.
10. (Flat/Low-Slope roof area's, Aluminum structures, gutters, skylights, out buildings, etc. not included.
11. Thoroughly clean project of all "roofing related debris" and haul away. (Landfill fees are included).

Metals

5-V Crimp Metal Roof System (26 Gauge/Mill Finish)---(exposed fasteners)----------$ 19,800.00
1" Standing Seam Roof System (24 Gauge/Mill Finish)---(Hidden Fasteners)----------$ 25,900.00

Options:

***Upgrade to (24 gauge/Standard Colors)----------(Metal Roof)----------$ 6,600.00**

J.A. Taylor Roofing will provide a (5) Year "Leak Free" workmanship warranty from date of completion.

Any alteration or deviation from the above specifications involving additional costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Replacement of rotten/damaged lumber is not included in estimate unless specified. Customer must provide access to building unless arrangements are made prior to estimate, therefore J.A. Taylor Roofing is not responsible for damage to driveway/sidewalks and/or any other access areas needed to approach projects. Any client that is in default in the payment of money due under terms of this account will be charged at the rate of 1 ½ % per month on the unpaid balance, (Maximum allowable by law). If any client is referred to an attorney for collection, client agrees to pay all fees incurred in the collection of the amount due, plus all court costs and attorney fees. Work will be scheduled upon written acceptance of this proposal. This proposal may be withdrawn from us if not accepted within 30 days. *All major credit cards accepted, however an additional processing fee of up to 5% will be assessed to contract total depending on current monthly rate and card used. **Payment Terms: 1/3 Deposit @ Commencement, 1/3 Payment @ completion of dry-in, Balance upon Completion of Project.**

ACCEPTANCE OF PROPOSAL

Owner: _____ Date: _____
Contractor: _____ Date: _____

Thank you for the opportunity to bid your project!
**********Serving the Treasure Coast for over **60 Years**********
Respectfully Submitted By: Tim Parmiter Phone:772-521-7877

D&L SANDEEN GENERAL CONTRACTING LLC
CGC# 1521012
579 SE SUNNYBROOK TER
PORT ST. LUCIE, FL. 34983

QUOTE

050125100
Date: 05/1/2025

579 SW Sunnybrook Terrace
Port Saint Lucie, FL. 34983
561-619-1240

To:
Pierce Harbor Realty
Fort Pierce, FL
34950

Job name	Job address	Job number
726 Orange Ave	726 Orange Ave Fort Pierce, FL 34950	050125100

Qty	Description	Unit price	Line total
1	*Clean up and prep Trash clean up remove old pavers , concrete strip grass and haul off*		
1	*Compactable road base Compactable road base for under gravel/millings*		
1	*Asphalt Millings Double crushed asphalt Millings in the area of the survey marked*		
Permit	No Permit necessary		
	All material and labor included	**TOTAL**	$11,500.00
	Supply and install 4" x 8" Pavers in the area that measures 17 x 50 *Basic grey pavers cement blend Excavation and prep Delivery/trucking Installation*	**TOTAL**	$9,925.00
	Payment schedule TBD TERMS & CONDITIONS • For the price stated, D&L Sandeen General Contracting, LLC, now known as the Seller, agrees to furnish all materials (the "Materials') and labor for job described. This is a firm offer- Seller shall obtain the construction permit (if needed) to perform the work requested by Buyer. The permit cost will be added to contract total unless otherwise stated. Acceptance by the Buyer must be on the exact terms and conditions herein and any additional or different terms shall constitute a counteroffer by Buyer. In the event of typographical, mathematical or human error in this contract, as reasonably determined by Seller, the parties hereby agree to immediately correct such error in this contract. This proposal price will be honored for 30 days. • This proposal does not become a contract until accepted and signed by an authorized representative or officer of Seller and, if not accepted, payment shall be returned (if received). Sellers terms shall prevail over Buyers terms at all times. Seller reserves the right to cancel this contract or any part thereof, without penalty, if Buyer fails to co9,925mply with the terms and conditions or fails to make any payments within the time specified. In addition, if this contract covers the installation of more than two residential dwellings, then Seller reserves the right to terminate this contract for any reason with respect to any residential dwelling which Seller has not commenced work with respect thereto by giving 3 days written notice to Buyer. Materials returned without the written permission of the Seller will not be accepted for replacement or credit. In the event this contract is signed by a corporation, the signer hereby agrees to guarantee payment personally. • All balances due under this contract are due and payable upon COMPLETION OF INSTALLATION OF THE MATERIALS by Seller without notice or demand and shall bear interest from such date at the lessor of 18% per annum and the maximum legal rate. If Buyer requests a delay in the installation of the Materials after the date of this contract, then interest shall accrue from the date of such requested delay. In the event payment of this contract is enforced through attorneys or by suit or in bankruptcy or probate proceedings, Seller shall recover and Buyer hereby agrees to pay all reasonable attorney fees and costs of court incurred by Seller. • Seller expressly reserves all of Sellers mechanics and materialmen liens which may be asserted under any provisions of law to secure payment of the contract price and may claim the same as a lien upon real property on which the installation of the Materials is made. If the Buyer is a commercial legal entity, Buyer grants to Seller. perfected, first lien purchase money security interest in and to the Materials, governed by the Uniform Commercial Code in the State of Florida (the UCC"). If Buyer is a commercial legal entity, this contract shall constitute a valid financing statement and may be filled by Seller and upon default by Buyer; Seller shall have all remedies set forth in the UCC. No UCC security interest is granted to Seller if Buyer is a consumer. • Product warranty is per manufacturer. Any balance not paid when due will render any warranty given by Seller hereunder to be automatically NULL AND VOID for all purposes. • Seller agrees to take reasonable steps to ensure the fulfillment of orders received, but performance is subject to, and Seller shall not be liable for, any and all delays or cancellations caused by war, accidents, strikes, inability to secure labor and raw materials, fires, inclement weather conditions, rainy or windy weather, embargoes,		

transportation shortage and delays, government conscription, priorities, and failure on Buyers part to give notice of requirements and/or proper measurements and other information, and all other causes beyond Seller's control affecting the whole or any part of Seller's obligation hereunder.

- Seller shall make any changes to the Materials and the work which in its judgment maybe necessary while on the jobsite in order to properly install the Materials and to comply with applicable building codes, regulations, and laws. In the event any additional work or modifications of the work is necessary due to the conditions existing at the time construction commences which are unknown and not obvious (and whether reflected in the construction drawings or not). Seller reserves the right to charge the Buyer the necessary sum to complete all additional work or to cancel this contract and receive payment for all work completed up to such time.
- D&L Sandeen General Contracting, LLC is not responsible for painting, damage to stucco, drywall, broken sills, tile, or anything else pertaining to interior and exterior finish work unless otherwise specific exceptions are stated on page (1) of this contract as an additional term. D&L Sandeen General Contracting, LLC will use its best efforts to minimize damage to the listed areas, although when removing, glass windows and doors damage may occur.
- Seller is not held responslble for damage which may occur to personal property at the jobsite, which must be removed from the area of the Jobsite, unless such damage Is caused by the gross negligence of Seller.
- Distortion and Waves. Laminated impact glass may have some distortion or waves depending on size of the glass. D&L Sandeen General Contracting, LLC does not manufacture glass, thus this is a manufacturing problem and it will be handled by the glass manufacturer. Depending on the severity of the distortion or waves and weather it meets ASTM Standards, it will be the discretion of the glass manufacturer whether the glass will be replaced or not.
- All risk of loss is passed to Buyer upon delivery of the Materials to the jobsite and Buyer shall be solely responsible for any theft, damages, vandalism, or other loss thereto. Seller will retain title to the Materials until payment in full of contract price has been made.
- This contract shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to conflict of laws) and federal law. No statement, representation, warranty (implied or expressed), or agreement (written or verbal) not appearing on the face of the contract or in the Terms and Conditions shall be binding upon the parties hereto. No agent, employee, or representative is authorized to legally bind Seller to any representation, warranty, or agreement which is not set forth in Miting in this contract. This contract is the entire agreement between the parties. No attempted modification of this contract shall be enforceable unless signed by the party against which such modification is to be enforced. No sale representative, contractor, or agent of Seller has the authority to modify, alter, or waive any terms of this contract. This contract shall not be assigned by Buyer. Seller may assign this contract without the consent of Buyer.
- The installation tlmeline provided on this agreement is an estimate and may be subject to changes due to factors beyond our control, such as manufacturing delays, D&L Sandeen General Contracting, LLC's schedule, weather conditions, and other unforeseen circumstances. Early delivery or the product to D&L sandeen General Contracting, LLC does not guarantee installation before the estimated dates on page (1) While D&L Sandeen General Contracting, LLC is committed to making its best efforts for prompt installation upon product arrival at our warehouse, the parties acknowledge that the schedule is subject to external influences.
- If and only if Buyer is a consumer, then Buyer may cancel this contract at any time prior to midnight of the third (3rd) business day after the date of this contract. Cancellation Fee is 50% of contract after the 3 day right of rescission.

BUYERS SIGNATURE _____

DATE _____

Attached are 3 estimates, 1 for each improvement, that have the more4 expensive price of the estimates we received. These are the estimates we plan to reject.



Mar 19, 2025

5V 26 Gauge Striated Metal Roof

Pierce Harbor Realty
jonna.moriarty.pierceharbor@gmail.com
724 Orange Avenue
Fort Pierce, FL 34950

Level Best Roofing
Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing.
(844) 458-5237
office@levelbestroofing.com

5V 26 Gauge Straited Metal Roof (Mill Finish)

Item

Section Name

Roof Replacement

Removal of existing Metal Roofing System and replace with **5V 26 Gauge Straited Metal Roof (Mill Finish)**. This estimate includes a complete roof re-decking to meet Florida code. Estimate is for rear building with pitched metal roof, flat is not included.

DAMAGED WOOD: (Replace as needed at additional cost)

Fascia @ $15.00 / LF

Warranty: (7) Year Labor and Workmanship

Extras: Any additional repairs that need to be made in addition to the reroof in order to bring the project up to Florida code will be additional expense for the property owner.

Recommendation: Please consult with the St. Lucie County Historical Society to ensure that all requirements are being met for the property.

Estimate subtotal $22,350.00

Level Best Roofing
Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing.
(844) 458-5237
office@levelbestroofing.com

Summary

Please review and sign the proposal with any notes.

5V 26 Gauge Straited Metal Roof (Mill Finish)	$22,350.00

Total **$22,350.00**

Customer notes

Pierce Harbor Realty

Date

By signing this document you agree to the statement of works provided by Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing. and in accordance with any terms described within.

Level Best Roofing
Located in Florida. Mainly residential, but some commercial. Retail roofing and storm restoration roofing.
(844) 458-5237
office@levelbestroofing.com

1160 S Rogers Circle
Boca Raton, FL, 33487
sales@statewideimpactwindows.com
www.statewideimpactwindows.com

STATEWIDE WINDOWS & DOORS

Office: 561-202-1412
Fax: 561-202-1416
License # SCC131152028

CUSTOMER PROPOSAL

Botanical Sanctuary, LLC
Botanical Sanctuary, LLC
117 Orange Ave
Fort Pierce FL 33495

Emily Cell - Point of contact for project:
772-340-6967
Emily.fingerhut.pierceharbor@gmail.com

Date: 04/22/2025
Rep: Jordan Weinstein

Statewide offers the design, product knowledge and expertise to provide you with new windows in your home to transform it into the paradise you deserve. From new construction to redesign and remodeling, we can bring the beauty of the outdoors inside your home and protect the inside from outside elements. Statewide's experienced team can assist with any building project from design to completion.

Our team will work side by side with you to find the best products at the best prices for your project. From single units, waterfront estates, commercial properties and multifamily buildings, our staff will be there with you to achieve all the goals of cost efficiency, code compliance and guide you through all the choices of product selection to build the most attractive, safe and cost-effective projects.



Scope of Work Summary

Package Selected	ES 8000 Storefront
Total Windows:	3
Total Doors & Sidelites:	1
Total Custom Products:	0
Permit & Permit Fees	**INCLUDED**
New PT Wood Bucking	**INCLUDED**
Certified In-House Statewide Installation	**INCLUDED**
Full Warranty Coverage	**INCLUDED**
OSI Sealant 15 Year Leak Warranty	**INCLUDED**
Notes:	Revised 4.22.25

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Impact Windows & Doors

1 - Entry



Type	French Door - 1 Panel	**Brand**	ES9000
Glass Color	Tinted Gray	**Size**	37 1/2 x 79 3/4
Frame Color	Anodized	**Frame Type**	Aluminum DuraStar 2604
Glass Type	Laminated	**Configuration**	Hinge Right Outswing
Hardware	ES9000 Push/Pull		

1-2 - Mullion



Type	Mull Bars	**Brand**	ES Mull Bar
Size	76"	**Frame Type**	Aluminum DuraStar 2604

2 - Entry



Type	Window - Storefront	**Brand**	ES8000 Tinted
Glass Color	Tinted Gray	**Frame Color**	Anodized Aluminum
Frame Type	Aluminum DuraStar 2604	**Glass Type**	Laminated
		Notes	36”x29”

3 - Entry



Type	Window - Storefront	**Brand**	ES8000J Tinted
Glass Color	Tinted Gray	**Frame Color**	Anodized Aluminum
Frame Type	Aluminum DuraStar 2604	**Glass Type**	Laminated
		Notes	121”x71”

3-4 - Mullion



Type	Mull Bars	**Brand**	ES Mull Bar
Size	76"	**Frame Type**	Aluminum DuraStar 2604

4 - Entry



Type	Window - Storefront	**Brand**	ES8000 Tinted
Glass Color	Tinted Gray	**Frame Color**	Anodized Aluminum
Frame Type	Aluminum DuraStar 2604	**Glass Type**	Laminated
		Notes	37”x71”

Additional Labor

Engineering - Condo	1

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Payment

MSRP	$38,815.08
Discount Applied Manager Discount 45	-$17,293.27
Total Price	**$21,521.81**
Selected Terms	50%-40-5-5%
Deposit Due Today:	$10,760.91
Deposit Form of Payment	E-Check

Proposal Terms

Statewide Windows & Doors, Inc. (“COMPANY”) agrees to measure, supply, and install the products listed on this quote for the amount listed above guaranteed for 30 days. All work will be completed in a professional manner and in accordance to the manufacturers’ recommendations. Manufacturer’s Warranty on supplied products may be sent to Property Owner at completion upon request.

STATEWIDE
WINDOWS & DOORS

ESTIMATE

Prepared For

Emily Fingerhut
726 Orange Ave
Fort Pierce, FL 34950
(772) 340-6967

Garcia And Sons Construction LLC

1947 Sw Biltmore St
Port Saint Lucie, FL 34984
Phone: (561) 631-2025
Email: info@garciaandsonsconstruct.com
Web: Garciaandsonsconstruct.com

Estimate #	10239
Date	04/24/2025
Business / Tax #	46-5377257

Description	Total
Commercial Services	**$14,600.00**
Alleyway prepare ground and level for new white crushed concrete gravel installation spread gravel in area instructed by owner materials included	$14,600.00

Subtotal	$14,600.00
Total	**$14,600.00**

“Our Reputation Is Our Biggest Asset and We Will Always Make It Right, Hire the Best and See the Difference in quality attention and professionalism at its finest” - CEO
QUALITY
PROFESSIONALISM
ATTENTION TO DETAIL
GREAT COMMUNICATION
OUTSTANDING REPUATION AND RELIABILTY- 5 STARS

ONE YEAR WARRANTY ON ALL WORK AND MATERIALS SUPPLIED TO OWNER FROM COMPLETION DATE STANDARD. -excludes normal wear and tear and settlement issues. ask about our warranty details and extra warranties for longer periods of time.
"OUR WARRANTY IS OUR REPUATION"!

STATE CERTIFIED GENERAL CONTRACTOR
License Number CGC-1527750
Insured And Bonded

WE ACCEPT ALL FORMS OF PAYMENT.
NO FEES ASSOCIATED WITH PREFERED METHOD OF PAYMENT WHICH IS-
*CASH - *CHECKS - *WIRE TRANSFERS
ONLINE PAYMENTS MADE WITH DEBIT/CREDIT CARDS AND E-CHECKS WILL BE SUBJECT TO A 3.5% CREDIT CARD PROCCESSING FEE ON AMOUNT BEING PAID.
PHONE PAYMENTS MADE WITH OPERATOR USING A DEBIT/CREDIT CARD WILL BE 1.5% MORE FROM TRANSACTION.
PLEASE ADVISE BEFORE MAKING ONLINE PAYMENT.

EXTRA WORK FROM TIME OF ESTIMATE TO BE CHARGED HOURLY UPON APPROVAL OF OWNER
$95 THE HOUR PER PERSON
MATERIALS SEPERATE

PLEASE CALL OUR OFFICE IF YOU HAVE ANY QUESTIONS OR CONCERNS (561) 631-2025

COME VISIT OUR KITCHEN AND BATH SHOWROOM LOCATED AT 1947 SW BILTMORE ST PORT SAINT LUCIE FL 34984
MONDAY-FRIDAY 8am-5pm
CABINETS-*COUNTERTOPS *-*TILE*-*PLANKING FLOORS* -*CEILING DESIGNS*-*TRIM*-*DRYWALL*-*STUCCO*-*FRAMING*-*BATHROOMS*-*KITCHENS* AND MANY MORE!

EXPERIENCE THE DIFFERENCE WITH A TOP NOTCH 5 STAR SERVICE FROM OUR TEAM AT GARCIA AND SONS CONSTRUCTION LLC

By signing this document the customer agrees to services conditions and payment schedule as outlined in this document.

In any dispute involving monies owed to Garcia and Sons Construction LLC, Garcia and Sons Construction LLC shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Garcia and Sons Construction LLC.

The Customer agrees to indemnify, defend, and hold Garcia And Sons Construction LLC harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the services performed or customers materials/supplies, belonging and/or any conduct of the Customer, including but not limited to the inaccuracy of measurements, or specifications provided by owner by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold Garcia and Sons Construction LLC harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

Non-Defamation. Each party agrees not to intentionally defame the other with respect to matters arising prior and after the date of the execution of this Agreement. You agree that you will not, directly or indirectly, make or ratify any defamatory comments or remarks as defined by law, in writing, orally or electronically, about Garcia And Sons Construction LLC or it associates. In the event either party defames the other that party shall be entitled to reasonable attorney's fees and direct and punitive damages.

MATERIAL ALLOWANCE: The amount of money allocated to cover the cost of material(s) and any applicable sales tax only, excluding the labor to install the specified material(s), overhead and profit not included. Owner(s) understand and agree that the MATERIAL ALLOWANCE AMOUNT may be more or less than the figure specified in this Contract, and that any adjustments will be made on the final billing for this job.

If the cost of the Owner-selected materials exceeds the MATERIAL ALLOWANCE AMOUNT, then that amount will be added to the next progress payment or final payment. If the amount is less than the MATERIAL ALLOWANCE AMOUNT, then that amount will be subtracted from the final amount of the Contract.

INSTALLED ALLOWANCE AMOUNT: An amount designated by CONTRACTOR to approximately represent CONTRACTOR's cost for all labor and material to install that particular item(s) and any applicable sales tax. This amount, at its final accounting, could be more or less depending on Owner's selection(s) and/or a third party's actual charges to CONTRACTOR. CONTRACTOR will add 25% markup to the final billing for the Installed Allowance Amount.

If the cost of the INSTALLED ALLOWANCE AMOUNT exceeds the amount specified, then that

amount will be added to the next progress payment or final payment. If the amount is less than the INSTALLED ALLOWANCE AMOUNT, then that amount will be subtracted from the final amount of the Contract.

Severability. The parties agree that any provisions in the agreement that may be deemed invalid, either partially or fully, can be struck from the agreement and the remainder of it will

PROGRESS OF THE WORK.
(a) The Contractor shall proceed and shall achieve Substantial completion.
(b) Owner shall have the right to visit the property from time to time during construction provided that
Owner shall not interfere with the work of any workmen on the job site. Such periodic entry onto the construction site shall
be at Owner's risk.
(c) Owner agrees that all matters pertaining to this Contract shall be handled with Contractor's designated
representatives on site or at Contractor's main office, Monday through Friday 8AM - 5PM only, and not with construction
supervisors, foremen or workmen.
(d) The Contractor may be delayed at any time in the progress of the work by labor disputes, fire, weather,
unusual delay in deliveries, delays in supplies, unavoidable casualties, sicknesses, diseases, or other causes beyond the
Contractor's control.

FLORIDA'S CONSTRUCTION LIEN LAW WRITTEN NOTICE ON DIRECT CONTRACTS GREATER THAN $2,500
ACCORDING TO FORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001/713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB/SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST OUR WIL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU, SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

489.1425 Duty of contractor to notify residential property owner of recovery fund -
(1) Each agreement or contract for repair, restoration, improvement, or construction to residential real property must contain a written statement explaining the consumer's rights under the recovery fund, except where the value of all labor and materials does not exceed $2,500. The written statement must be signed substantially in the following form:
(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.
(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.
(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This does not apply when the owner is a contractor licensed under the chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY PM A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: 2601 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-1039. PHONE: 850-487-1395

DISCLAIMER
This document provides information about the laws affecting the Florida construction industry. We do not give legal advice, which is the application of law to an individual's specific circumstances. Although we go to great lengths to make sure our information is accurate and useful, we recommend you consult a lawyer if you want professional assurance that our information and you interpretation of it appropriate to your particular situation

Emily Fingerhut

1028 SW 36th Terrace
Palm City, FL 34990
P: (772)-260-5543
Ecamcooffice247@gmail.com

CAMCO SERVICES
CONCRETE • STONE • STUCCO

PROPOSAL

To: Pierce Harbor Realty

Job Address: 726 Orange Ave, Ft. Pierce, FL 34950

Date of Plan: May 16th, 2025

We hereby submit specifications and estimates:

Furnish and installation of construction grade pavers
Excavate area for new pavers per survey approx 850 SF
Delivery and removal included

We hereby propose labor and materials complete in the accordance with the above specifications for the sum of:

Ten thousand Four Hundred ($10,400.00)

INCREASES IN MATERIAL AND FUEL COST: In the event that, during construction of the improvement described herein, Subcontractor's costs for materials used or to be used are increased more than 5% over the Subcontractor's costs for same at the time this Contract was signed, for any cause(s) beyond the control of the Subcontractor, then Subcontractor shall have the right to pass the entire amount of materials costs increase(s) along to GC/Owner by adding the total amount(s) thereof to the Contract Price. The contract sum shall be adjusted by change order.

Acceptance of Proposal

This Proposal becomes a CONTRACT upon signing. Service will begin when signed and a 30% deposit is received. The remaining balance is to be paid bi-weekly upon work in progress until paid in full. The undersigned certifies that the above information to be true and correct and states that he or she is an approved signer

Accepted by: _____

Printed Name

_____ _____/_____/_____ *Signature Date*

Submitted by Chris McKernan

SOIL CONDITIONS: Camco Services, LLC. assumes no responsibility for any unusual soil conditions encountered. Also, Camco Services, LLC. assumes no responsibility for the excavation, removal or disposal of any contaminated soils encountered during any excavation for the Customer. The Customer will pay any extra cost for such conditions incurred by Camco Services, LLC. UNDERGROUND STRUCTURES: It is the Customer's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water lines, gas lines, etc., which might be encountered by Camco Services, LLC in the performance of its work.

PROPERTY LINES: The Customer shall establish and designate property lines, and shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property. Also, the Customer shall be responsible for any damages caused hereby to the owner of any property encroached on by work specified in this proposal.

FORT PIERCE
REDEVELOPMENT AGENCY

COMMERCIAL FACADE GRANT PROGRAM



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COMMERCIAL FAÇADE GRANT PROGRAM

1. OVERVIEW

The intent of the Commercial Façade Grant Program is to support the revitalization of the commercial corridors in the Fort Pierce Redevelopment Agency (FPRA) District by stimulating private investment in improvements that enhance the appearance of buildings and properties and eliminate blight and non-conforming design standards. This program is designed to encourage redevelopment of the FPRA District by enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation. This program will complement other revitalization efforts to ensure the maximum leverage of resources and support local businesses.

It is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Fort Pierce Land Development Code to enhance the form, function, and design quality of this redevelopment district.

The FPRA reserves the right to approve or deny any Commercial Façade Grant Program application and to deny payment at any time if, in its sole and absolute discretion, it determines that the business will not advance the goals and objectives established for redevelopment of the FPRA District.

2. FUNDING

The Commercial Façade Grant Program offers financial assistance in the form of a reimbursable, matching fifty percent (50%) grant up to $25,000 to the property or business owner for eligible expenses associated with improving the external appearance of their business and to encourage businesses to invest in their operations. Grants cannot be awarded retroactively for work that has already been completed.

Grant funding examples:

Eligible Project Total Cost	Applicant Contribution	FPRA Contribution
$5,000	$2,500	$2,500 *
$15,000	$7,500	$7,500 *
$30,000	$15,000	$15,000 *
$50,000	$25,000	$25,000 *
$100,000	$75,000	$25,000 **

* 50% matching contribution

** Maximum grant amount is $25,000

COMMERCIAL FAÇADE GRANT PROGRAM

3. ELIGIBILITY

A. The property to be improved must be located within the FPRA District boundaries (see Boundary Map below at section 11).
B. There must be a Commercial Building on the property. This means that a business that is frequented by the public is located in a portion of the building and that portion of the building is not a private residence.
C. The Applicant must own the property or, if the Applicant is a tenant, the Applicant must submit its signed lease, and the owner of the property must support the project and execute a Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
D. The Applicant must have funds sufficient to fully fund the project (proof of funds is required).
E. The following properties are <u>not eligible</u>:

1. Residential properties
2. Home based businesses and online businesses
3. Governmental facilities
4. New construction developments
5. Properties that have been awarded an FPRA Commercial Façade Grant within the last five years
6. Properties with outstanding monetary obligations owed to the City, for example, past due taxes or code enforcement fines or liens

4. APPLICATION PROCESS

The application period will remain open until all of the allocated funds are depleted. Submitted applications will be evaluated every 30 days.

A. The Applicant must complete the Online Application and submit all required documents.

1. Two (2) different color photographs of the exterior of the property in its current condition.
2. Project concept, rendering or any other relevant materials that convey the physical improvements proposed to be made.
3. Copy of Deed showing ownership of the property by the Applicant OR if the Applicant is a tenant, copy of signed lease and Property Owner Affidavit granting the Applicant permission to implement the improvements listed on the application.
4. Two (2) written estimates from two different licensed contractors. Estimates should be on company letterhead, dated, and include a detailed breakdown of the scope of work, including the line items specifying permit fees. If you will be providing more than one cost estimate, the cost estimates MUST be for the same improvements. Estimates should be broken out in detail, especially if any non-eligible improvements are being completed, as this allows FPRA to compare based on only grant eligible improvements being performed.
5. Proof of funds to fully fund the project.
6. Project Timeline
7. Code Enforcement lien search

B. Within 10 business days of receipt of the completed Application, a staff member will contact the Applicant to determine eligibility.
C. Every 30 days, staff will forward eligible Applications to the Community Redevelopment Agency Advisory Committee (CRAAC). The CRAAC will review

the Applications and make recommendations to the FPRA Board based on the Evaluation Criteria set forth below at Section 9.

D. The FPRA Board will make the final determination and, if funding is approved, the FPRA Board may authorize the execution of a Grant Agreement.

E. Written notification will be sent to all Applicants advising them of approval or denial of funding.

F. Staff will prepare the Grant Agreement to be executed by the Recipient and the FPRA Board following a vote to approve the Grant Agreement.

5. ELIGIBLE IMPROVEMENTS:

A. Façade - Work on the exterior storefront of a building such as cleaning masonry (high-pressure water or steam; sandblasting is prohibited), re-pointing, woodwork, and other repairs (not maintenance-related) or rebuilding historic storefronts.
B. Awnings/Canopies - Removal of old awnings and canopies and design, production, and installation of new ones.
C. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards).
D. Siding/Stucco
E. Repair or replacement of Windows and Doors
F. Outdated security features - Removal of roll-up metal security doors and metal window grates.
G. Removing excessive window signage to allow 95% window transparency.
H. Decorative walls, fencing, and landscaping – Removing, replacing, or adding fencing and landscaping to hide incompatible uses or negative site elements (no chain-link).
I. Original building elements - Restoring original decorative building elements.
J. Pedestrian and Bicycle Amenities - Construction of pedestrian and bicycle amenities such as benches, shelters, bike racks and bike lockers.
K. ADA improvements
L. Parking Lot Improvements/Surface Parking
M. Roof Repair and Replacement - Roof repairs and replacements may be eligible only if they are visible from the right-of-way and must be part of a comprehensive façade improvement project that includes additional eligible exterior enhancements
N. Patio and Deck Improvements
O. Exterior Lighting
P. Permanent Landscaping
Q. Security Cameras
R. Signs – Renovating existing signs or removing old signs and the design, production, and installation of new signs.
S. Art Installations – Art installations or works of art created by artists exhibiting the highest quality of skill and aesthetic principles. Includes all forms of visual art, specifically murals

COMMERCIAL FAÇADE GRANT PROGRAM

6. INELIGIBLE IMPROVEMENTS AND EXPENSES

A. Interior improvements (even if visible from the exterior).
B. Exterior improvements visible less than 24 hours per day.
C. Temporary Improvements including seasonal decorations and seasonal landscaping.
D. Features that do not meet the applicable provisions of the City of Fort Pierce Land Development Code.
E. Routine maintenance activities such as painting, asphalt sealing, landscape maintenance, or power washing.
F. Flat roofs or any roofing elements that are not visible from the street are not eligible for funding under this program.
G. Improvements made prior to execution of the Grant Agreement.
H. Expenses that are ineligible for reimbursement include:
    i. Permit fees and taxes.
    ii. Refinancing existing debt.
    iii. Sweat equity payments (i.e., reimbursement for Recipient's own labor).
    iv. Expenses incurred prior to execution of the Grant Agreement.

7. GENERAL PROVISIONS

The funding assistance provided under the Commercial Façade Grant Program is solely on an expense reimbursement basis. The FPRA has the exclusive authority to approve or deny program applications based on its determination as to the benefits to the FPRA District produced by requested projects. The FPRA may impose any conditions of approval it deems suitable to protect the interests of the agency. All Recipients will be required to execute a Grant Agreement.

By accepting the grant, the Recipient agrees to report and provide updates to FPRA staff upon request. Recipient may be required to provide work schedules, execute reporting forms, and provide projected completion dates.

FPRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the Grant Agreement.

There is no guarantee that funding will be available for every application submitted, including those that meet the required criteria.

By participating in this grant program, Recipients agree to allow the City of Fort Pierce and the FPRA, or their agents, to take photos of themselves, their property, and their business for promotional purposes related to the grant program.

The FPRA is a public agency and is governed by the "Florida Public Records Law" under Florida State Statutes, Chapter 119. Any documents provided by the Applicant/Recipient may be subject to production by the FPRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

8. DISBURSEMENT OF FUNDS

The Recipient shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

Grant funds will be disbursed upon receipt of a finding of project completion by the FPRA. The finding of project completion will be granted when the FPRA has received the following package:

- Completed FPRA Reimbursement Request Form indicating that the project is complete.
- Final report documenting all construction costs incurred with the project.
- Completed W-9, as required by law, for the Recipient of the grant funds.
- Copies of all required closed permits.
- Copies of all invoices
- Proof of payment (cancelled checks or bank statements)
- Photographs of work undertaken
- Release of liens (if applicable)
- Occupancy certificates (if applicable)
- City of Fort Pierce Certificate of Use

NOTE: The Finance Department shall process the reimbursement to the Recipient in accordance with the regular payment procedures of the City. No funds will be disbursed until all work is completed and all items set forth in this section have been submitted. The reimbursement process may take approximately 45-60 days after the FPRA receives the necessary documentation. This timeframe allows for the review and verification of the submitted documents to ensure compliance with the program's requirements. The FPRA strives to process reimbursements in a timely manner and appreciates recipients' patience during the reimbursement period.

COMMERCIAL FAÇADE GRANT PROGRAM

9. EVALUATION CRITERIA

The CRAAC will review and evaluate the applications and make recommendations to the FPRA Board. The CRAAC will evaluate Applications based on the following criteria:

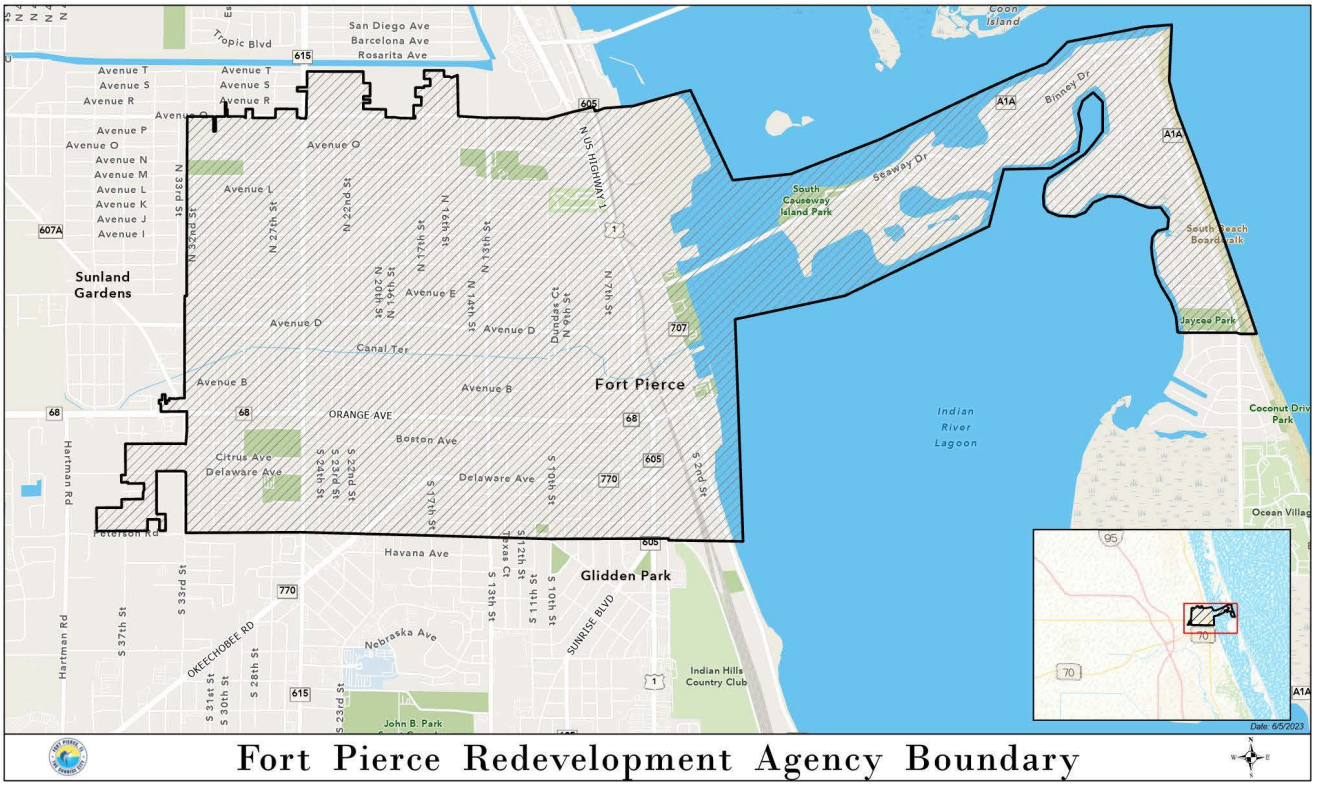
Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA District and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

10. TIMELINE

The application period will remain open until all of the allocated funds are depleted.

COMMERCIAL FAÇADE GRANT PROGRAM

11. FPRA DISTRICT BOUNDARY MAP



Revised 4/2025

Evaluator Name: PHIL THOMPSON (CHAIR)

Date: 05/28/25

Applicant: 722 Orange Ave - Botanical Sanctuary LLC

Project Description: Replace windows, 1 door, replace metal roof in back, and add gravel and pavers for decorative purposes only.

Total Requested: $25,000

Total Project Investment: $57,075.79



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points)	50	
Total Project Investment (25 points)	25	
Design & Creativity (15 points)	15	
Community Impact / Public Benefit (10 points)	10	
Total Score	100 /100 ✓	

Evaluator Name: Ed Bacht

Date: 5-28-2025

Applicant: 722 Orange Ave - Botanical Sanctuary LLC

Project Description: Replace windows, 1 door, replace metal roof in back, and add gravel and pavers for decorative purposes only.

Total Requested: $25,000

Total Project Investment: $57,075.79



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points)	45	Roof is not visible
Total Project Investment (25 points)	20	
Design & Creativity (15 points)	15	
Community Impact / Public Benefit (10 points)	10	
Total Score	90/100 ✓	

Evaluator Name: Hoyt murphy

Date: 6-28-25

Applicant: 722 Orange Ave - Botanical Sanctuary LLC

Project Description: Replace windows, 1 door, replace metal roof in back, and add gravel and pavers for decorative purposes only.

Total Requested: $25,000

Total Project Investment: $57,075.79



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points)	25	
Total Project Investment (25 points)	20	
Design & Creativity (15 points)	~~15~~ 20	(15 max)
Community Impact / Public Benefit (10 points)	10	
Total Score	~~80~~ 75 /100	

70 points

Evaluator Name: Amanda Geller

Date: 5.28.2025

Applicant: 722 Orange Ave - Botanical Sanctuary LLC

Project Description: Replace windows, 1 door, replace metal roof in back, and add gravel and pavers for decorative purposes only.

Total Requested: $25,000

Total Project Investment: $57,075.79



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points)	40	
Total Project Investment (25 points)	20	
Design & Creativity (15 points)	10	
Community Impact / Public Benefit (10 points)	9	
Total Score	79/100 ✓	

Evaluator Name: Patience Landers

Date: May 28, 2025

Applicant: 722 Orange Ave - Botanical Sanctuary LLC

Project Description: Replace windows, 1 door, replace metal roof in back, and add gravel and pavers for decorative purposes only.

Total Requested: $25,000

Total Project Investment: $57,075.79



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points)	40	
Total Project Investment (25 points)	25	
Design & Creativity (15 points)	10	
Community Impact / Public Benefit (10 points)	10	
Total Score	85 /100 ✓	

Evaluator Name: Daniel A. Lee

Date: 5/28/25

Applicant: 722 Orange Ave - Botanical Sanctuary LLC

Project Description: Replace windows, 1 door, replace metal roof in back, and add gravel and pavers for decorative purposes only.

Total Requested: $25,000

Total Project Investment: $57,075.79



Evaluation Category	Points Awarded	Comments
Visual Impact / Blight Elimination (50 points)	45	I Recommend upgrading all doors
Total Project Investment (25 points)	25	
Design & Creativity (15 points)	15	Building should be painted as well
Community Impact / Public Benefit (10 points)	10	
Total Score	95 /100 ✓	

FPRA

FORT PIERCE

REDEVELOPMENT AGENCY

Commercial Façade Grant Application

Overview

The intent of the Commercial Façade Grant Program is to significantly enhance the appearance of buildings and eliminate slum & blight within the FPRA district.
The program offers financial assistance in the form of a reimbursable grant, matching 50% up to $25,000.

722 Orange Ave

Botanical Sanctuary LLC



722 Orange Ave – Concept
Old Fashioned BBQ Restaurant/Old FL Charm



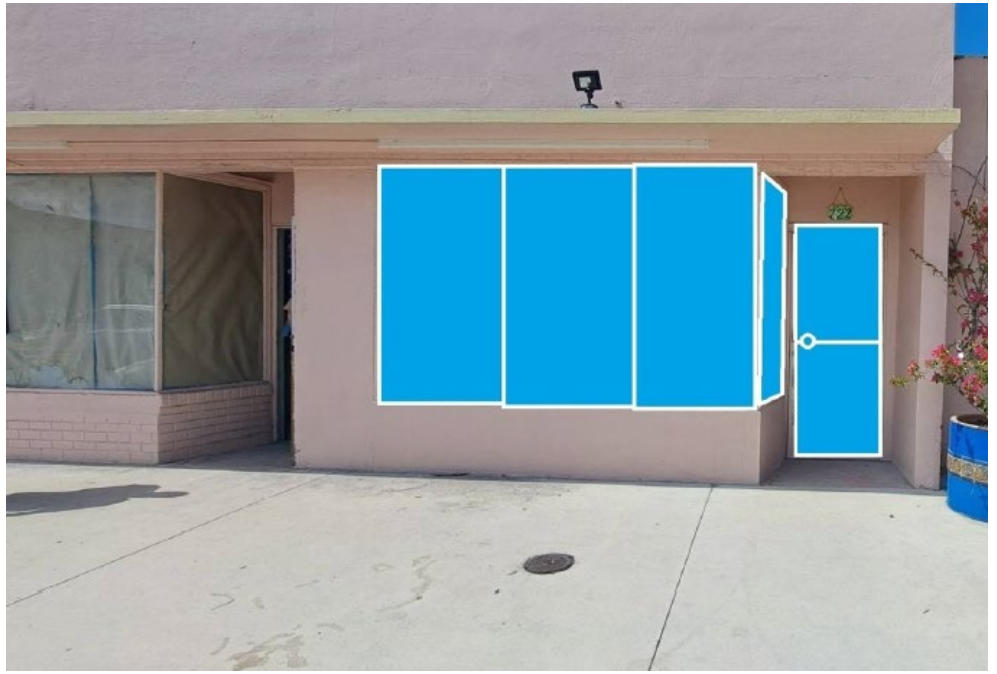


722 Orange Ave-Proposed Improvements

Before



Replace windows and door with impact glass on Unit 722 only



722 Orange Ave-Proposed Improvements

Before



Replace metal roof



722 Orange Ave-Proposed Improvements

Before



Add gravel and pavers



722 Orange Ave



Replace windows and door on unit 722 ($15,850.79)



Replace metal roof on unit 726 ($19,800)



Add gravel and pavers to vacant lot ($21,425)



Total project investment: $57,075.79



Grant amount request: $25,000

Evaluation Criteria

Evaluation Criteria	Max Points Possible 100
Visual Impact/Blight Elimination	**Max 50**
The project's ability to enhance the visual appeal of the FPRA and significantly eliminate the blight of the building. The elimination of blight will increase safety and security of the public enhancing its visual aesthetics which will lead to increased property values, tenant occupancy, economic development, and job creation.	50
Total Project Investment	**Max 25**
The higher the ratio of private investment compared to the public grant dollar investment, the higher the score.	
Over $100,000	25
$100,000 - $50,000	20
$50,000-$25,000	15
$25,000 - $10,000	10
Under $10,000	5
Design and Creativity	**Max 15**
• Innovative and visually appealing facade design • Compatibility with neighborhood's architectural style • Sustainability and longevity of proposed improvements	15
Community Impact/Public Benefit	**Max 10**
The funded projects not only improve the appearance of commercial properties but also generate meaningful positive impacts for the community and the general public.	10
Total Project Score	**100**

CRAAC's Cumulative Evaluation Results

CRAAC CUMULATIVE COMMERCIAL FAÇADE APPLICATIONS EVALUATION SHEET

APPLICANTS	EVALUATION CRITERIA							
	Visual Impact/Blight Elimination 50 points PP	Total Project Investment 25 points PP	Design & Creativity 15 points per PP	Community Impact/Public Benefit 10 points per PP	TOTAL 600	Total Investment	Total Requested	Project Description
722 Orange Ave - Botanical Sanctuary LLC	245/300	135/150	80/90	59/60	519/600	$57,075	$25,000	New door, impact glass window, new roof, decorative pavers

CRA Advisory Recommendation

Approve the application, replacing all three doors



Recommendation

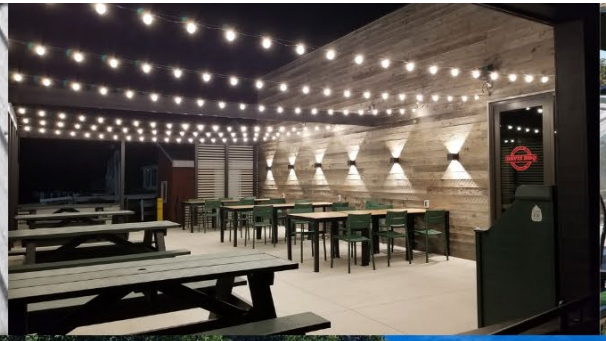
FPRA BOARD REVIEW AND APPROVE THE COMMERCIAL FAÇADE GRANT AGREEMENT, WITH THE OPTION TO ACCEPT OR DECLINE THE CRAAC'S RECOMMENDATION TO REPLACE ALL THREE DOORS.


Existing


Existing


CONCEPT
BROOKSVILLE DONUT STOP
WOODPE
4930 SR 13
St Augustine
904-531-5670
CATERING
TAKE OUT
HIPPIES
USE
BACKDOOR
FREE ANITA







Concept









FPRA Regular Meeting - 5:05 PM **8. I.**

Meeting Date: August 12, 2025

Re: FY26 FPRA Operating Budget

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Proposed Fiscal Year 2026 FPRA Operating Budget and Capital Improvement Plan

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Attachments

Proposed FY2026 FPRA Operating Budget

Presentation

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
	Total Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
Licenses and Permits					
329 50	Demolition Permits	$0	$4,553	$0	$0
329 50	Lot Clearing Permits	3,869	2,412	2,500	0
	Total Licenses and Permits	$ 3,869	$ 6,965	$ 2,500	$ 0
Intergovernmental					
343 91	Admin Charge - Liens	$ 2,306	$ 2,300	$ 0	$ 2,300
347 54	Marina Dockage	5,189	0	5,000	5,000
384 90	Other Grants	0	0	0	0
	Total Intergovernmental	$ 7,494	$ 2,300	$ 5,000	$ 7,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 3,953	$ 5,893	$ 500	$ 500
362 14	Leases	374,415	372,618	350,000	370,000
363 10	Liens	32,362	21,132	1,000	1,000
366 90	Other Contributions/Donations	0	0	0	0
369 31	Reimburse of Expenditures	2,245	0	500	0
369 40	Reimburse - Contract Services	0	0	0	0
369 44	Reimburse - Utility Authority	0	0	0	0
369 45	Sale of Surplus Land	0	10,518	0	0
369 90	Other Misc. Revenues	0	0	500	0
	Total Miscellaneous Revenues	$ 412,974	$ 410,161	$ 352,500	$ 371,500
Transfers					
	Transfer from General Fund	$ 0	$ 120,915	$ 0	$ 0
	Transfer from Police Grants Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 120,915	$ 0	$ 0
	Total Revenues	**$ 9,816,324**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**
Fund Balance Appropriation		(2,333,348)	0	0	0
	TOTAL RESOURCES	**$ 7,482,976**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	15,000
3190	Consultant Fees	11,775	3,000	250,000	100,000
3200	Accounting & Auditing	8,000	8,000	9,540	8,000
3440	Demolition	0	0	0	0
3468	Marina Operation	0	0	0	0
3490	Contractual Fees	285,405	493,745	695,000	800,000
4020	Travel & Education	8,615	2,769	20,000	0
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	500	500
4310	Utilities	31,939	35,837	40,000	40,000
4410	Equipment Rental	0	0	0	0
4430	Land Lease	120,296	122,633	125,000	125,000
4510	Insurance	64,199	196,670	200,000	225,000
4620	Site Maintenance	98,533	653,042	125,000	75,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	1,226	457	0	0
4720	Outside Printing	0	0	0	2,000
4810	Advertising	851	2,412	5,000	1,000
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	177,495	181,000	186,500
4980	Contingency	0	0	248,759	623,106
4985	Real Estate Taxes	37,064	40,206	45,000	50,000
4990	Miscellaneous Expenses	45	19,593	0	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	0	0	0	1,000
5410	Books, Pubs, Subscriptions & Mbrshp	2,670	475	5,000	0
	Total Operating Expense	$ 845,618	$ 1,756,333	$ 1,949,799	$ 2,252,106
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	46,327	0	390,583	150,000
6310	Roads & Bridges	145,752	0	350,000	1,500,000
6320	Other improvements	209,726	201,726	788,252	1,000,000
6410	Office Equip & Machinery	122,673	0	0	0
6440	Office Equip & Machinery/Vehicle	47,000	0	0	0
	Total Capital Outlay	$ 571,479	$ 201,726	$ 1,528,835	$ 2,650,000

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Other Programs & Projects					
8340	Other Grants & Aids	$ 136,965	$ 155,076	$ 997,671	$ 450,000
8347	School Resorce Officers	350,060	494,642	1,015,000	350,000
8348	Community Policing	0	0	0	500,000
8392	Youth Activities	26,000	0	100,000	100,000
	Total Programs & Projects	$ 513,026	$ 649,718	$ 2,112,671	$ 1,400,000
Transfers					
90 01	General-Debt Service/(2019A)	$ 2,065,500	$ 2,065,500	$ 2,056,950	$ 2,063,925
9118	Debt Service 2015A	1,621,440	1,622,400	1,622,080	1,625,480
9120	Debt Service 2020B2-Land	150,264	0	0	0
9120	Debt Service 2021	829,200	836,000	836,600	831,200
9166	Sunrise Theatre	450,000	500,000	500,000	500,000
9167	General	168,484	1,813,575	2,000,000	2,226,900
9184	Special Revenue Fund	267,966	1,153,019	0	0
9188	HUD Grants	0	0	0	0
9189	Police Grants/FPRA	0	0	990,602	1,104,514
	Total Transfers	$ 5,552,854	$ 7,990,494	$ 8,006,232	$ 8,352,019
	TOTAL APPROPRIATIONS	**$ 7,482,976**	**$ 10,598,271**	**$ 13,597,537**	**$ 14,654,125**

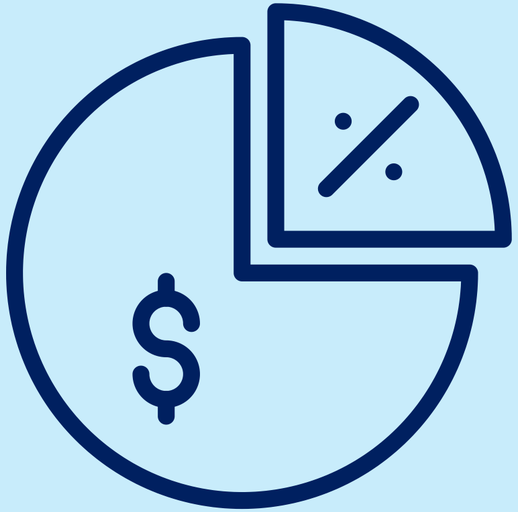
FORT PIERCE REDEVELOPMENT AGENCY

Capital Improvement Plan

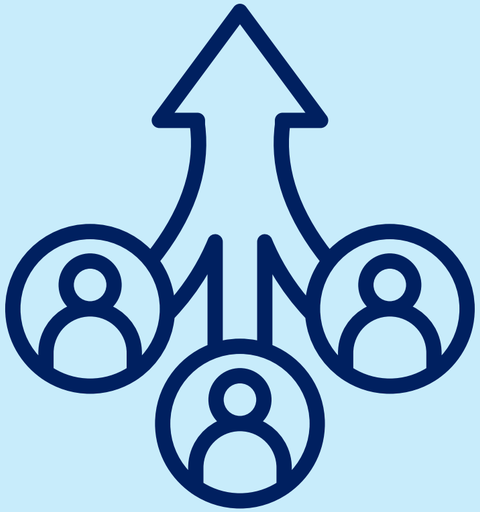
Fiscal Year 2026



Purpose & Overview



Present FY 2026 Budget Priorities



Align investments with Redevelopmnet Plan Goals

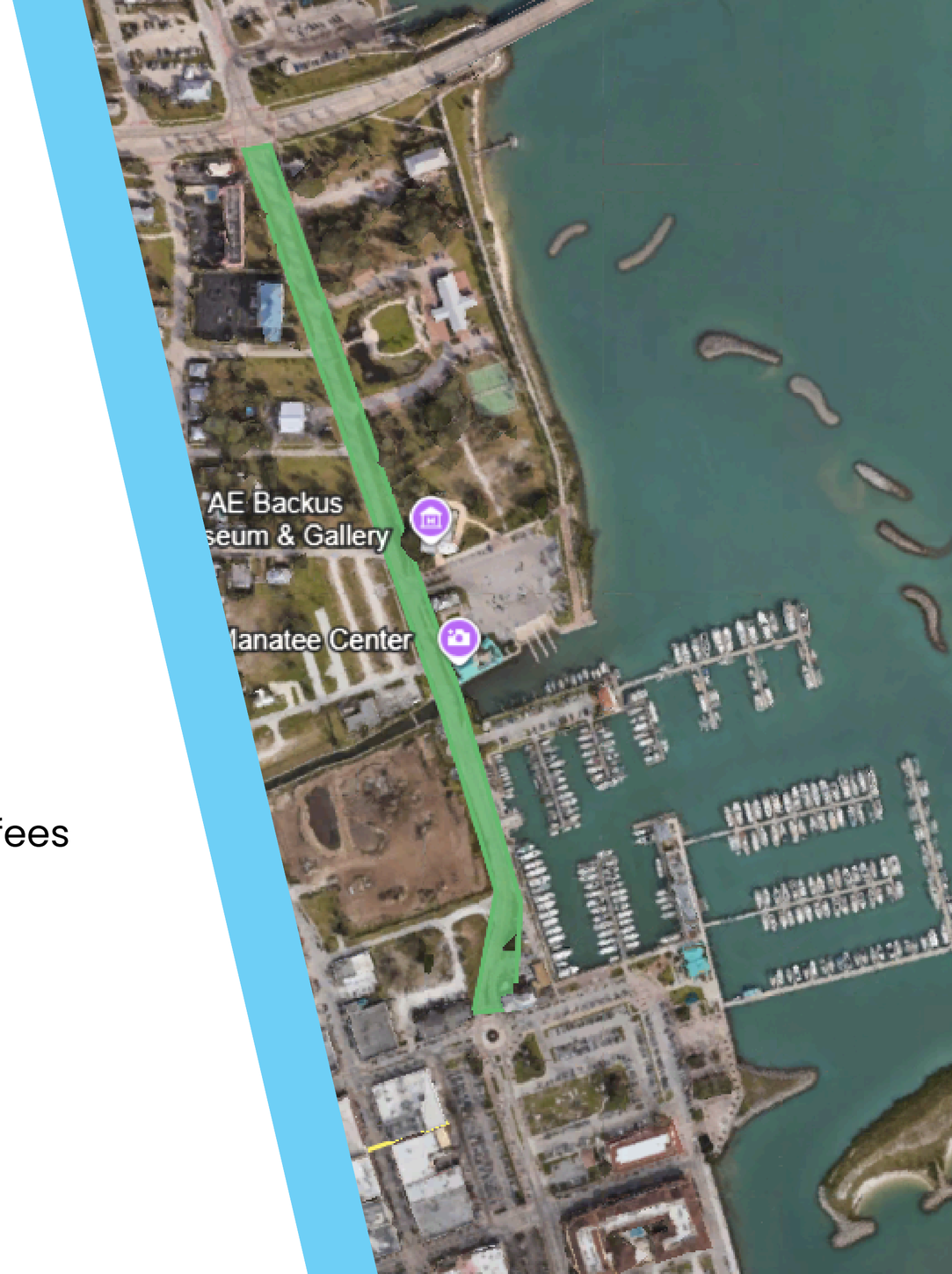


Improve infrastructure, art, public safety and economic development

Indian River Drive Reconstruction

$3,000,000 | Goals 15, 16, 17 | Policies: 15.1, 16.1

- Complete reconstruction of roadway and bridge
- Add on-street parking and pedestrian safety features
- Funded in part by State Grant, surtax dollars, and impact fees
- Catalytic investment to support future develoment



Depot Drive Enhancements

$200,000 | Goals 15, 16 | Policies 15.1, 16.1, 16.2

- Improves parking and pedestrian connectivity
- Supports better traffic flow and beautifies unsightly area
- FY2026 funding covers design phase





Peacock Arts District Parking Lot

$373,000 | Goals 12, 20 | Policies 12.5, 20.6

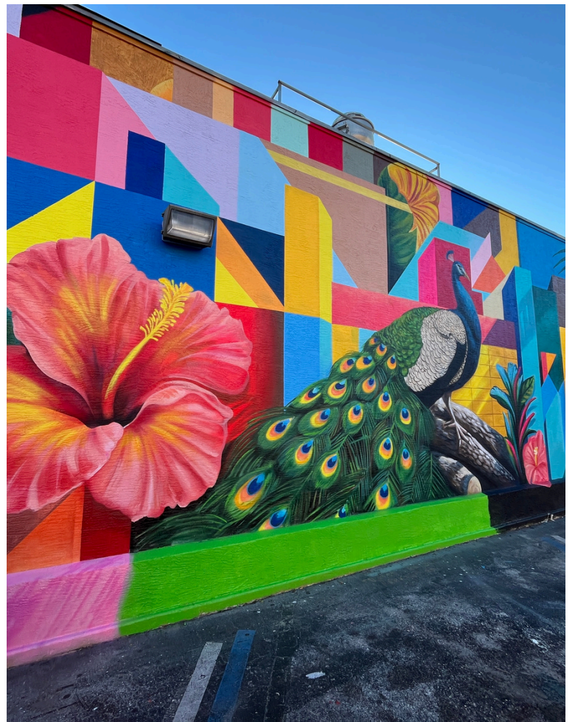
- Enhances parking lot at 7th Street & Orange Avenue
- Adds public art, landscaping, and pedestrian improvements
- Supports activation of surrounding businesses and art sites
- Expands Peacock Arts District's visual identity

Mural Program Expansion

$100,000 | Goals 11, 12 | Policies 11.3



- Expands mural program beyond the Peacock Arts District
- Builds on successful installations
- Promotes civic pride and creative placemaking and beautifies our corridors

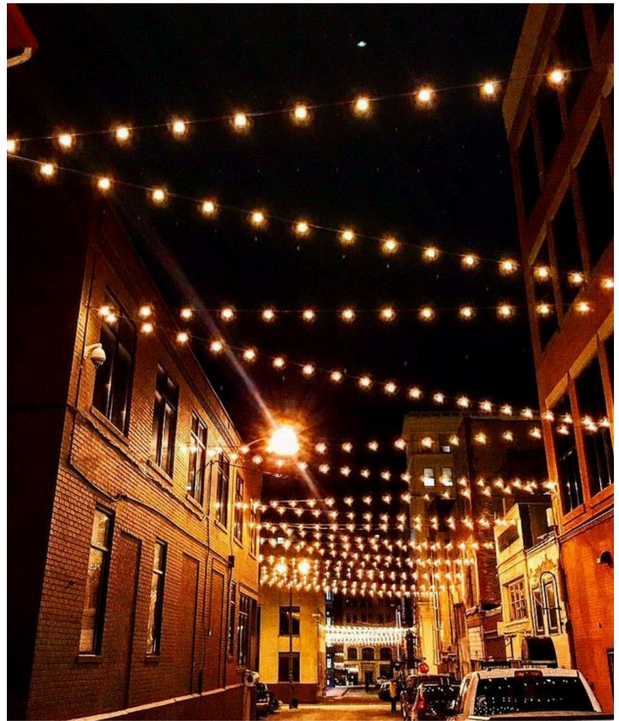












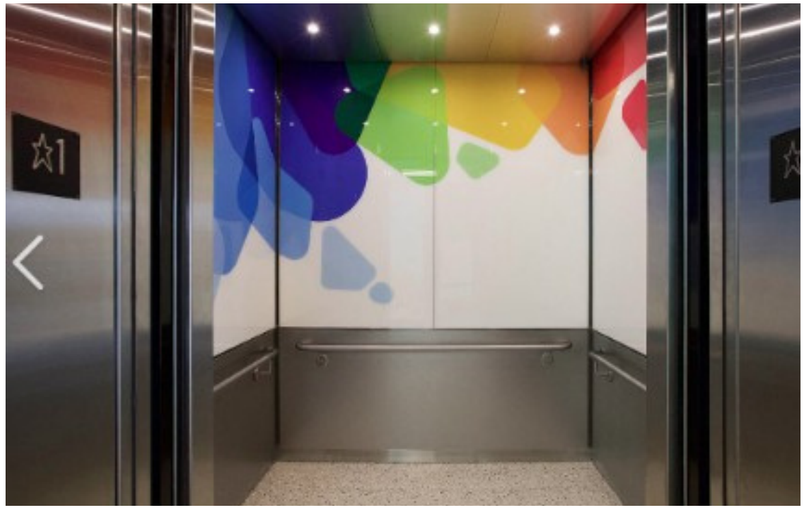
Alleyway Beautification and Activation

$100,000 | Goal 15, 20 | Policies 15.1, 20.6

- Enhances key downtown alleyways used for pedestrian circulation
- Adds lighting, public art, and safety enhancements
- Improves visitor experience from parking lots
- Supports activiation of underutilized public space











Sunrise Center Elevators

$50,000 | Goal 11 | Policy 11.3

- Installs custom-designed elevator wraps in Sunrise Center parking garage elevators.
- Transform a tired, utilitarian space into something vibrant and inviting
- Builds continuity, between parking and ultimate destination.

Marina Square

$100,000 | Goals 15, 16, 17, 18 | Policies 15.1, 16.1, 16.2, 17.1, 18.3

- Transitioning from conceptual design to detail design, engineering, permitting for public space enhancements.
- This phase prepares project for future construction funding.









Jaycee Park Improvements

$227,000 | Goal 20 | Policies 20.3, 20.6

- Mural installation on water tanks
- Replacement of existing pavilion roofs
- Installation of new shade structure over the playground
- Enhances aesthetics, comfort and usability of a popular waterfront park



Dreamland Park

$100,000 | Goal 20 | Policies 20.3, 20.6

- Funds design of a reimagined Dreamland Park
- Engages youth and families in the design process
- Lays groundwork for future construction and grant funding





Harbour Pointe Park

$500,000 | Goal 8, 20 | Policies 8.1, 20.3

- Partnership with St. Lucie County
- FPRA contribution in FY 2026 supports pre-construction activities
- Fulfills Interlocal Agreement for Waterway Projects
- Enhances public access to water and critical need for additional boat ramps and trailer parking

River Walk Improvements

$50,000 | Goals 20, 15 | Policies 20.6, 15.1

- Adds public amenities along the waterfront - swings, banners
- Supports walkability and casual recreation
- Complements larger downtown and waterfront revitalization efforts









Historic Marker Signs

$25,000 | Goal 10, 13 | Policy 10.4

- Replaces outdated historic markers with new content and designs
- Complements new wayfinding signage recently installed
- Supports cultural tourism and neighborhood storytelling
- Reinforces sense of place and district identity







Trash Compactors

$200,000 | Goal 17, 18, 20 | Policies 20.3, 20.6

- Replace open cans with solar-powered trash compactors
- Includes paired recycling bins for better waste diversion
- Reduces litter and prevents overflowing garbage
- Improves street appearance







Percy Peek Gymnasium

$100,000 | Goal 14 | Policies 12.5, 14.1

- Building system upgrades and maintenance
- Improve pedestrian access
- Supports long-term facility enhancement

Other Programs and Services

Fiscal Year 2026





Grant Programs

Goal 7, 9 | Policy 7.1

Commercial Façade Improvement Grant – $100,000

Enhances curb appeal and revitalizes corridors

Commercial Sign Grant – $50,000

Supports updated signage

Paint Program– $150,000

Exploring paying vendors directly

NEW: Demolition Grant – $100,000

Removes blighted structures

**CRAAC Recommendation*

NEW: Small Business Support Grant – $50,000

Helps local entrepreneurs launch or expand



Freebee Expansion Continuation

$600,000 | Goals 15 | Policies 15.1

- Continues seasonal microtransit expansion through FY 2026
- Improves wait times
- Supports access to businesses, events and destinations
- High public use and strong feedback since initial launch



Special Assigned Duty Details

$500,000 | Goal 23 | Policies: 23.1, 23.3, 14.2

- Funds dedicated to police details for Jetty Park, Downtown, and 25th Street
- Provides visible, proactive safety presence in high-traffic areas
- Reinforces a safe, welcoming environment for residents and visitors
- $118,000 reserved for additional coverage or expanded patrols

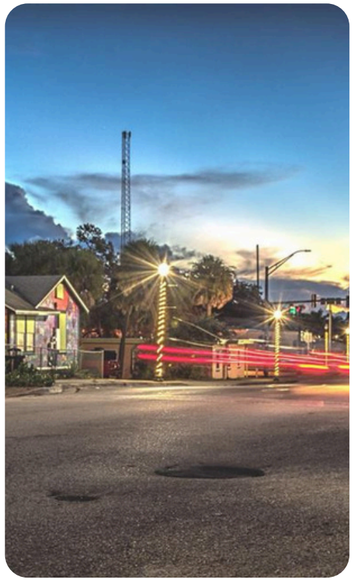
Projects in Progress

ONGOING PROJECTS CONTINUING INTO FY 26

The following initiatives are already underway and span multiple fiscal years.
They are not reflected in the FY2026 budget but remain strategic priorities.



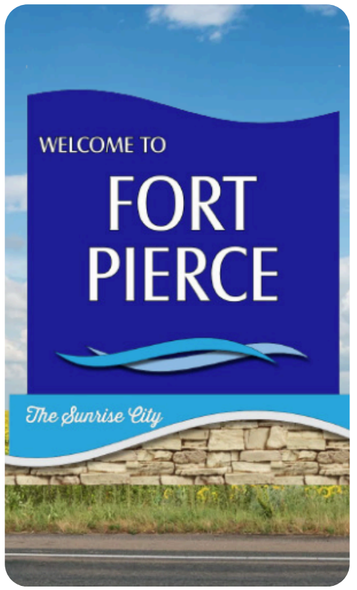
Old St. Anastasia Master Plan



Lincoln Park Master Plan



Festival Street



Gateway Signage



Avenue O Street Trees



Avenue D Reconstruction

FPRA 5-Year CIP

PROJECT NAME	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	TOTAL PROJECT COST
Harbour Pointe Park Boat Ramp	$500,000	$500,000	$500,000	$500,000		$2,000,000
Percy Peek Gymnasium Improvements	$100,000					$100,000
Jetty Park West	$0	$855,000				$855,000
Depot Drive Improvements	$200,000	$500,000	$1,500,000	$1,000,000		$3,200,000
Festival Street	$0	$500,000	$500,000	$500,000	$500,000	$2,000,000
River Walk Enhancement	$150,000					$150,000
Marina Square Redevelopment	$100,000	$2,000,000	$1,000,000	$1,000,000	$1,000,000	$5,100,000
Old St. Anastasia Redevelopment	$0	$150,000		$3,500,000	$1,000,000	$4,650,000
Trash Compactors	$200,000					$200,000
PAD Parking Improvements	$373,000					$373,000
Jaycee Park Improvements	$227,000					$227,000
Historic Marker Signs	$25,000					$25,000
Moore's Creek Connectivity	$0				$250,000	$250,000
Marina Park Promenade	$0		$75,000			$75,000
Downtown Streetscape	$0	$275,000				$275,000
Alleyway Beautification Project	$100,000					$250,000
Sunrise Event Center	$0	$1,655,647				$1,655,647
	$1,975,000	$6,435,647	$3,575,000	$6,500,000	$2,750,000	$21,385,647

FPRA Regular Meeting - 5:05 PM **9. A.**

Meeting Date: August 12, 2025

Re:

SUBJECT:

August 2025 FPRA Programs & Activities Summary

SUMMARY:

FPRA REDEVELOPMENT PLAN GOAL/POLICY

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

August 2025 Monthly Report

FORT PIERCE
REDEVELOPMENT AGENCY

AUGUST 2025

PROGRAMS & ACTIVITIES
SUMMARY REPORT





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Commercial Sign Grant Program	15
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WAYFINDING

Comprehensive Sign Program

The long-anticipated Wayfinding Comprehensive Sign Program is well underway, with the majority of signage now installed throughout the FPRA district. This transformative project includes 35 wayfinding signs, 13 district brand signs, and 10 parking signs, all aimed at improving navigation, reinforcing district identity, and enhancing the overall visitor experience.

Since the start of installation in mid-May, FPRA staff have continued close coordination with contractor Don Bell, the City Engineer, and the Public Works Director to ensure the phased rollout runs smoothly. Most wayfinding and parking signs have been successfully installed. **Remaining signs include the district brand signs, and a few additional wayfinding signs along US Highway 1, which are expected to be begin the week of August 11.**

This initiative marks a major step forward in unifying the look and feel of the FPRA district while making it easier for residents and visitors to explore everything Fort Pierce has to offer.

Keep an eye out for the new signs as they go up!













FPRA FORT PIERCE REDEVELOPMENT AGENCY

GATEWAY ENTRANCE SIGNS

Production Update

The Gateway entrance signs are officially in production, and they're already looking incredible! We're excited to see this project coming to life and can't wait for the final installation.



Take a sneak peek at the progress with these behind-the-scenes production photos!





DOWNTOWN FESTIVAL STREET

The Downtown Festival Street Redevelopment Initiative has officially launched. On June 9th, EXP Services, Inc. hosted a kickoff meeting with City staff and project consultants to outline timelines, establish goals, and develop strategies for the successful implementation of the project.

The proposed design will transform the space from a traditional roadway into a vibrant, flexible space. Key objectives of the project include:

- **Designing a versatile space that supports both vehicle traffic and pedestrian-friendly events.**
- **Enhancing the visual appeal with landscaping, street furniture, and decorative lighting.**
- **Creating an inviting environment that encourages community interaction and attracts visitors.**
- **Ensuring accessibility and safety for all users, including pedestrians and vendors.**

EXP participated in the Downtown Friday Festival on August 1, 2025, where they engaged directly with community members through surveys and one-on-one conversations to help shape a shared vision for the future of Downtown Festival Street.

For those who were unable to attend the event, there is still an opportunity to participate. Surveys are available on the City's social media platforms, in the City Manager's Report, and through the FPRA Monthly Report.

We are excited to hear the ideas and aspirations our community has for the future of Downtown Festival Street. To share your vision, please scan the QR code provided.





MARINA SQUARE

One of the first major initiatives from the Downtown Master Plan is **the transformation of Marina Square.** The goal is to develop a well-designed public space that can accommodate a variety of uses, from concerts and farmers markets to family outings and community events. Marina Square will be adaptable, functional, and designed to serve the evolving needs of downtown Fort Pierce.



Following the release of the final survey results for the Marina Square park and logo design, several key community concerns were identified, particularly around parking, accessibility, safety, and overall use of the space. These insights have directly informed several important updates to the design.

One of the primary concerns was the loss of parking, especially for marina users, eventgoers, and nearby restaurants. In response, the design team has successfully increased on-site parking to 70 spaces by using a one-way circulation pattern with 90-degree parking, similar to the JC Penney lot across the street. This adjustment was made specifically to address the feedback we received.

To improve access, the updated plan now includes two dedicated loading zones in the northern section of the site, one for market vendors and another for marina users. A potential valet zone is also being considered in the same area to support peak-time needs and special events.

The next phase will include clear labeling of key features like play areas, landscape, lawn space, and vehicle zones. An additional overlay will outline vendor spaces, emergency access, loading areas, and programmed uses, providing the community with a more complete picture of how the park will function.

OLD ST. ANASTASIA

Master Plan

With approvals from both the FPRA Board and City Commission, a Specific Authorization was executed with consultant Cotleur & Hearing to develop a comprehensive master plan for the historic Old St. Anastasia building and surrounding parcels. This effort includes community engagement, feasibility analysis, historic preservation planning, and conceptual development for three key parcels.
The project officially launched with a kickoff meeting on Tuesday, June 3, bringing together FPRA staff, City Department Heads, Cotleur & Hearing, and their subconsultants to align on goals and initiate the collaborative process.

We are now nearing completion of the data collection phase. The only remaining item in this phase is the final scan file of the Old St. Anastasia building from REG Architects. Their consultant is currently completing the final cleanup of the file, and once delivered, it will mark the official conclusion of data collection.
Initial site analysis is also complete. One final field review is needed, which will coincide with a scheduled meeting with the City's building inspector and utility markings from Sunshine 811. This final field review is being scheduled for the week of August 11.

Meanwhile, planning has begun for the public involvement phase of the project. The team is actively working on early outreach strategies and has started drafting a community survey to gather public input.

In addition, REG Architects is preparing to begin the Historic Resources Report now that the building scans are nearly finalized.







LINCOLN PARK
Master Plan

Treasure Coast Regional Planning Council (TCRPC) has launched an initiative to develop a community-based master plan for the Lincoln Park neighborhood in Fort Pierce. This effort will prioritize neighborhood stabilization and strategic investment through infill housing, the assessment and redevelopment of vacant lots, and initiatives aimed at attracting and retaining local businesses. A central focus of the plan includes the revitalization of Avenue D—Lincoln Park's historic business corridor—with targeted strategies to support its economic and cultural renewal. The program will officially kick off on August 12, 2025, with a meeting between consultants and City staff to outline the project's timeline, goals, and strategic approach.







PARKING INFRASTRUCTURE

1200 Avenue D & Means Ct.

Construction of the Avenue D parking lot is now substantially complete. All permeable pavers have been installed, landscaping is in place, including the addition of two centrally located live oak trees and the final site amenities have been added. The customized bike rack and bench have now been installed and make a great addition to the lot, providing both functionality and aesthetic value.

Additionally, a newly installed parking sign, part of the FPRA's Wayfinding Sign Program, further enhances the lot's visibility and accessibility.

This new parking lot is a valuable asset to the Lincoln Park area, significantly improving accessibility and convenience for visitors. Its prime location is directly in front of the Police Substation and the Highwaymen Museum, making it especially impactful, elevating the experience for museum guests and contributing positively to the surrounding community.









PARKING INFRASTRUCTURE

JCPenney Parking Lot

As part of the ongoing improvements to the downtown Fort Pierce parking lot, several key enhancements that began in June are moving steadily toward completion:

- **Dumpster Enclosure Installation: Although originally scheduled to begin in early June, the installation faced unforeseen sizing challenges. Excavation work has been completed, and reinforcing steel has been set in place to support the enclosure's construction. Once installed, the new dumpster enclosure will offer a cleaner, more organized, and visually consistent waste management solution for the area.**

- **Sod Installation: Sod has been successfully installed, significantly improving the lot's appearance and contributing to a more inviting atmosphere.**

These upgrades reflect continued efforts to create a cleaner, more welcoming, and well-organized public space in the heart of Fort Pierce.



87 parking spaces and 6 ADA spaces.

DELAWARE AVE. & 33RD

Intersection Improvements

We are pleased to announce upcoming enhancements coming to the intersection of Delaware Avenue and 33rd Street. In response to community feedback and ongoing efforts to enhance traffic flow and safety, the improvements will provide a smoother, more efficient experience for both drivers and pedestrians.

Kimley-Horn, the engineering consultant, met with the City of Fort Pierce to discuss upgrades to the traffic signal cabinet. These upgrades are currently being integrated into the 60% engineering design plans, which are anticipated to be reviewed by the engineering division in August 2025.

SUNRISE THEATRE MURAL



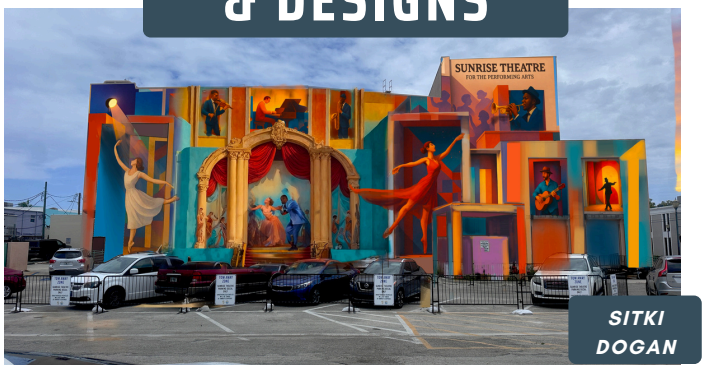
TOP 3 ARTISTS & DESIGNS

At the July 8 FPRA meeting, the Board approved the CRA Advisory Committee's recommendation to move forward with a community-wide voting process, allowing the public to voice their opinion on which mural design should be featured on the west-facing wall of the iconic Sunrise Theatre.

More than 70 submissions were received through the CAFÉ (Call for Entry) platform. After reviewing all entries for eligibility, staff narrowed the pool to 33 qualified artists. These submissions, including proposed designs and artist portfolios were presented to the CRA Advisory Committee for review and evaluation.

From there, the committee selected the top three artists and recommended that the final design be chosen by the community through an open voting process.

The public voting poll will be launching soon. Stay tuned for your chance to help shape this exciting addition to Downtown Fort Pierce!



SITKI DOGAN



BRIAN PETERSON



SHANE GRAMMER

FPRA MURAL PROGRAM

Following the CRA Advisory Committee's selection of the properties at 601 Atlantic Avenue and 130 N. 2nd Street for the FPRA Mural Program, a Call for Artists was issued through the CAFE platform. The response was outstanding, with over 100 submissions received across both locations.

On June 25, the CRA Advisory Committee met to review and evaluate the proposals. After careful consideration, the committee selected Jesse Jentzen for the mural at 130 N. 2nd Street (Sailfish) and Hannah Lorra for 601 Atlantic Avenue (Project Lift).

At the August FPRA meeting, the Board will review and approve the property owner and artist agreements for the two locations, officially advancing the next phase of the FPRA Mural Program.

Both murals are expected to bring significant value, energy, and visual appeal to their locations.






Currents of Florida: Life Below the Surface by Jesse Jentzen


Forging Futures by Hannah Lorra

Stay tuned for updates as the murals come to life!

STREETLIGHT POLE BANNER PROGRAM

Youth Banner Art Showcase

The Youth Banner Art Showcase is still underway, and the submission window has been extended through **Friday, October 10, 2025**, giving even more students the opportunity to participate in this creative community initiative.

Launched on May 5, 2025, the annual Youth Banner Art Showcase invites K–12 students who reside in the City of Fort Pierce or are currently enrolled in Fort Pierce schools to submit original banner designs celebrating the city's identity and pride.

Students are encouraged to submit original banner designs inspired by one of the following themes:

- Fort Pierce Landmarks
- Arts & Culture
- Nature/Scenic Beauty

Each student may submit one entry, and selected designs will be professionally produced and installed as streetlight pole banners throughout the Fort Pierce redevelopment area. These banners will not only highlight the artistic talents of Fort Pierce's youth but will also add vibrancy and character to public spaces.

The program is fully funded by the FPRA, covering all production and installation costs. It offers young artists a meaningful opportunity to make a lasting visual impact on their community.

We look forward to celebrating the creativity of Fort Pierce's youth and enhancing the city's public spaces through their inspiring artwork.



Students and families are encouraged to scan the QR code to learn more and to apply.

DEADLINE:

FRIDAY, OCTOBER 10

COMMERCIAL FACADE
Grant Program



The FPRA has extended the application deadline for the Commercial Façade Grant Program to **August 15, 2025**, giving business and property owners additional time to apply for this valuable opportunity.

This key revitalization initiative is designed to improve the appearance of commercial corridors within the FPRA District. The program supports exterior improvements that reduce blight, boost curb appeal, and bring properties into alignment with current design standards.
By investing in building façades, the program helps increase property values, attract tenants, and strengthen overall economic development throughout the district.

Eligible property and business owners may apply for a reimbursable matching grant covering 50% of project costs, up to $25,000. Qualifying improvements include façade restoration, awnings, ADA accessibility upgrades, and other highly visible exterior enhancements.

Take advantage of the extended deadline to enhance your property and help revitalize Fort Pierce.



COMMERCIAL SIGN
Grant Program



The FPRA is continuing to accept applications for the Commercial Façade Sign Program!

This program provides reimbursable grants of up to $5,000 per property to help existing businesses upgrade outdated signage with modern, visually appealing designs. These improvements not only beautify the community but also increase business visibility, helping to attract new customers and strengthen brand identity. Eligible applicants must be businesses located within the FPRA District.

The program is currently open and actively accepting applications, reflecting strong interest and engagement from local property owners. To date, seventeen (17) applications have been approved, resulting in $69,944.30 in financial assistance awarded for signage upgrades and replacements.

Eligible applicants must be businesses located within the FPRA District.





FREEBEE

Freebee's Two-Year Impact in Fort Pierce

Since launching in Fort Pierce two years ago, Freebee has quickly become a valued asset to the community, offering free, convenient, and eco-friendly transportation within the FPRA district. This on-demand electric ride service has made it easier than ever for residents, workers, and visitors to move around downtown Fort Pierce. Connecting people to shops, restaurants, community resources, events, and more.

Freebee has helped bridge transportation gaps, especially for individuals without access to a personal vehicle, enhancing mobility for seniors, families, and low-income residents. It also supports local businesses by increasing foot traffic and making it easier for customers to explore different parts of the city without worrying about parking.

Most recently, the addition of a fifth Tesla vehicle has expanded Freebee's capacity and reduced wait times for riders. Freebee will present an interim 6-month update on this new vehicle's performance and impact at the upcoming FPRA Board Meeting on July 8.









FREEBEE

Your Free Ride Around Town

Freebee has been proudly serving Fort Pierce for 2 years, offering free, on-demand rides to residents and visitors. Whether you're heading to the beach, downtown, or your favorite local restaurant, Freebee makes it easy to explore some of the best spots in town—without the hassle of parking.

SERVICE INFORMATION:

Coverage Areas: Inner Zone encompasses the commercial zone where Freebee rides can either start and/or end. Outer Zone refers to the area surrounding the inner zone where Freebee rides can travel through, rides must start or finish within the inner zone.

Accessibility Features: Freebee accommodates individuals with disabilities, ensuring comfortable and safe transportation. To request the ADA vehicle, call 855-918-3733 or request via the Freebee app.

Age Restriction: Freebee's services are exclusively available to individuals ages 18 and older.

SERVICE HOURS

Mon-Wed: 8am-6pm
Thursday: 8am-8pm
Friday: 8am-10pm
Saturday: 10am-10pm
Sunday: 10am-8pm



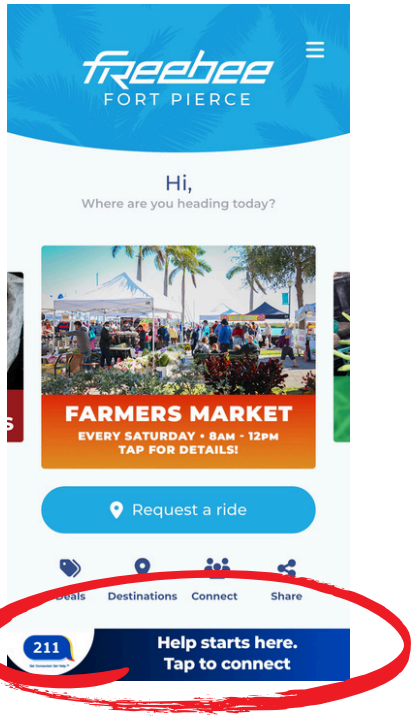
Contact Us
855.918.3733

Freebee App Update: 211 Resource Link Added

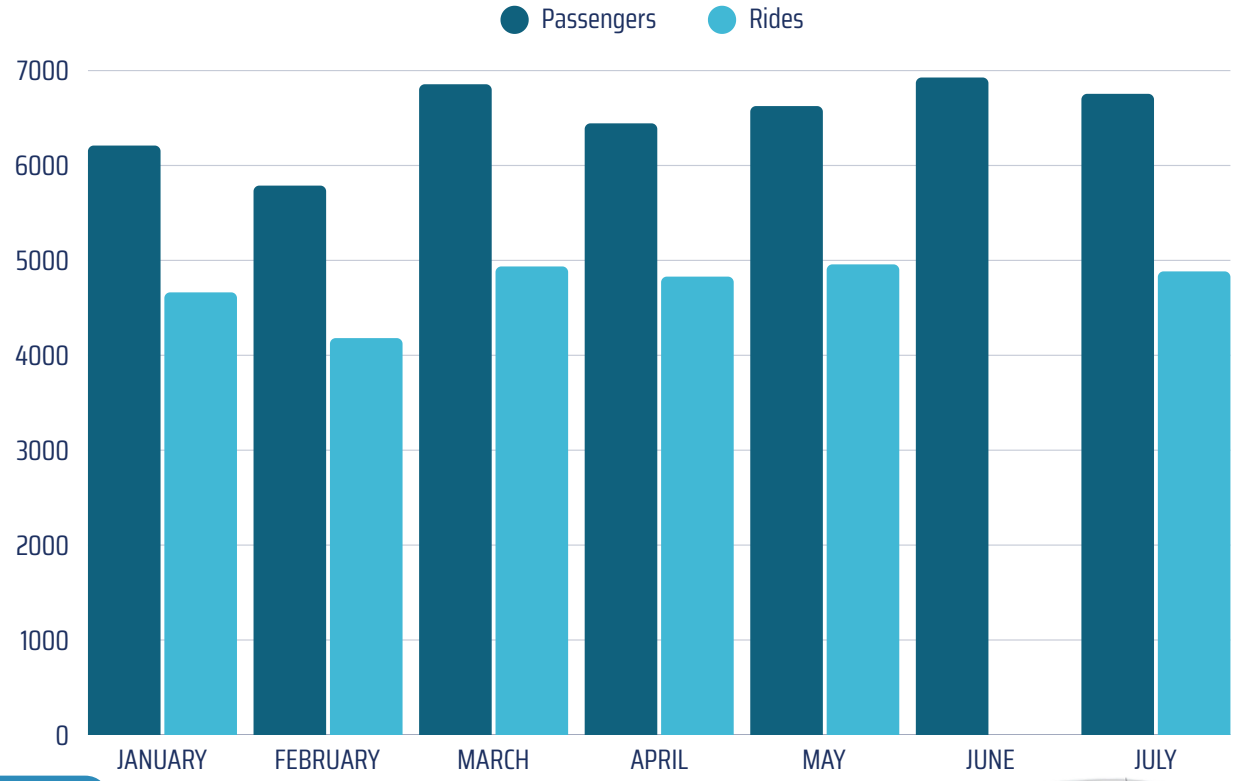
Following a recommendation from Board Member Johnson at the May FPRA meeting, a valuable new feature has been added to the Freebee app.

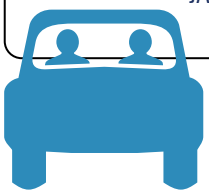
As of May 20, the app now includes a direct link to 211, a vital resource that connects individuals with a wide range of community services, including housing assistance, mental health support, food programs, and more.

This addition enhances the app's utility by providing quick and easy access to essential services for those in need. Since including the 211 resource link, it has already received over 700 clicks, reflecting strong community interest and engagement.



PASSENGERS & RIDES EACH MONTH

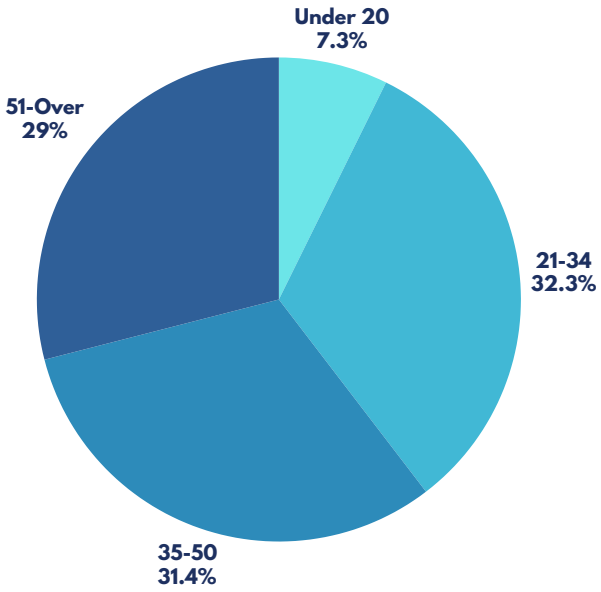




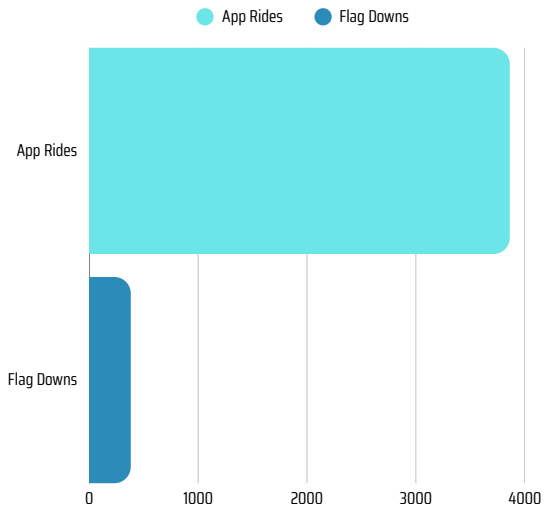


FREEBEE RIDERSHIP

PASSENGER AGE RANGE



RIDES



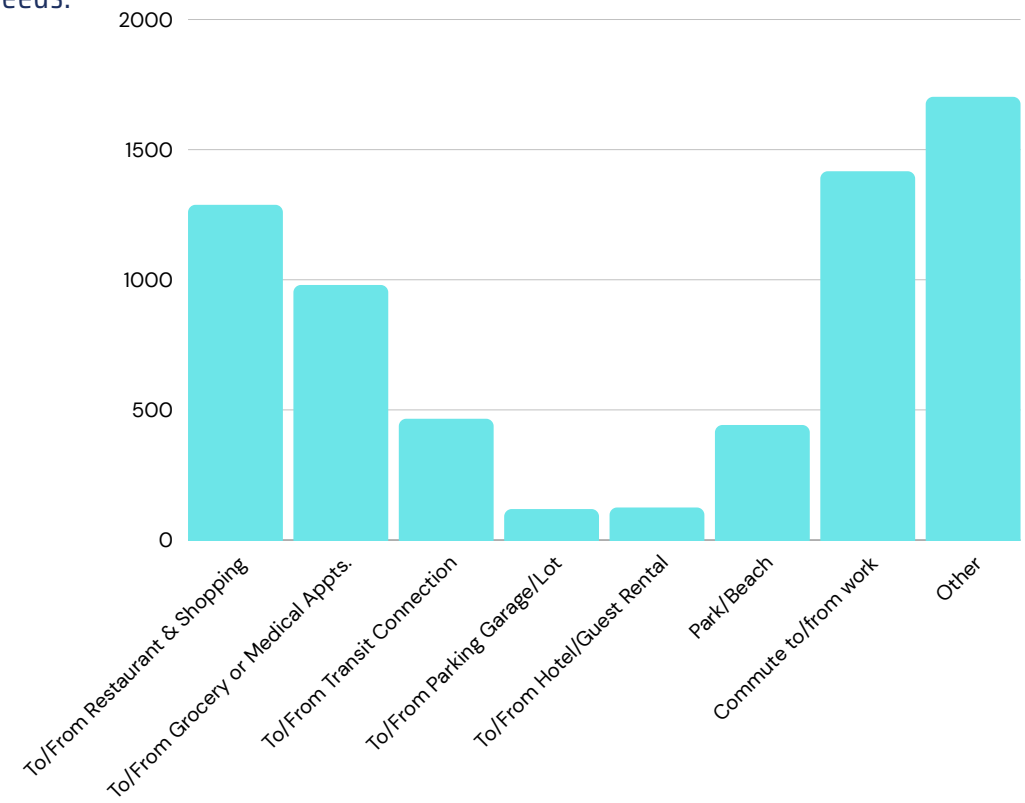
FREEBEE
Improving the Ride



Freebee Ridership Data

Following the July meeting, Freebee launched a ridership survey titled **"What is the purpose of your ride today?"** to better understand how the service is being used. Riders were prompted to select the reason for their trip, whether commuting to work, running errands, attending non-emergency medical appointments, or other purposes.

The data collected is providing valuable insight into rider behavior and helping us identify the percentage of trips tied to specific activities. With this information, we'll be able to more accurately quantify the economic impact of microtransit in Fort Pierce and continue tailoring the service to meet community needs.



Freebee Outreach

Freebee information has been updated on the Visit St. Lucie website, directing both residents and visitors to the city's website for more details about the service. Outreach efforts are also underway to connect with local Airbnb hosts to distribute informational materials and ensure guests are aware of the transportation option during their stay.
For added rider convenience, each Freebee vehicle features an exterior QR code, allowing users to quickly access ride information before boarding.

HIGHWAYMEN MUSEUM

A Celebration of Art and Legacy

During the July meetings of the Fort Pierce Redevelopment Agency and the City Commission, the final four change orders for the Highwaymen Museum renovation were officially approved. These updates include leveling the second floor, constructing a dumpster enclosure, and expanding the parking lot redesign to address elevation issues and prevent water intrusion into the facility. The revised parking lot plans have been approved by Historic Preservation in the Planning Department and are currently under review by the Building Department.

Additionally, renowned artist Anita Prentice has completed four cement mosaic benches, each featuring imagery inspired by the iconic artwork of the Highwaymen—adding a vibrant touch of local history and cultural homage to the museum grounds. Once the exterior work has been completed, the benches will be placed along a meandering paver brick path underneath a huge oak tree.








SUNRISE THEATRE



Request For Proposals

The City of Fort Pierce issued a Request for Proposals (RFP) on Tuesday, January 28, 2025, to identify and establish a partnership with a qualified concessionaire to staff, operate, and program the historic Sunrise Theatre. The deadline for submission of Request for Proposals was March 27, 2025.

This initiative reflects the City's dedication to enhancing the operations and offerings of the Sunrise Theatre while ensuring its long-term financial sustainability. By exploring the option of contracting with an external management entity, the City seeks to bring in fresh ideas, innovative programming, and expanded resources that will elevate the theatre's profile as a vibrant cultural hub.

The City envisions this collaboration introducing dynamic and diverse programming, improving the experience for patrons, and fostering stronger community engagement. The selected partner will align with the values and vision of the Sunrise Theatre, preserving its historical significance while advancing its role as a cornerstone of arts and culture in Fort Pierce.

The City Commission awarded the RFP to the highest ranked respondent, VenuWorks. A kick-off meeting is currently being scheduled to initiate negotiation discussions.

VenuWorks

FPRA FORT PIERCE REDEVELOPMENT AGENCY

COMMUNITY POLICING

NORTH 25th STREET



During the month of June 2025, there were a total of 17 FPRA details worked for the North 25th area from Avenue O to Avenue M. There were 68 calls for service during the detail times. Disturbances were the top reasons for the calls.

During this time, 3 case report were completed.

- Traffic Stop
- Suicide Threats
- Conduct Investigation

Table - Calls for service in North 25th Street area

Nature	Calls
DISTURBANCE	34
TRAFFIC STOP	6
FOOT PATROL	3
CONDUCT INVESTIGATION	1
PHONE MESSAGE	1
SICK/INJURED PERSON	1
SUICIDE	1
SUSPICIOUS PERSON	1
UNWELCOME PERSON	1
Total	68

HOURS OF PATROL

Wednesdays
11:00PM - 2:00AM

Saturdays
10:00PM - 2:00AM

Fridays
9:00PM - 2:00AM

Sundays
6:00PM - 11:00PM

PATROL AREA

Detail Officers assigned to patrol North 25th Street from Avenue O to Avenue M are responsible for ensuring the safety and security of residents and businesses and primarily to address and mitigate the disturbances caused by excessive noise in the area.

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.

COMMUNITY POLICING
DOWNTOWN



During the month of June 2025, there were a total of 21 FPRA details working for the Downtown area. There were 100 calls for service during the detail times. The top activities logged were patrols and traffic stops.

During this time, 4 case reports were completed.

- 2 Disturbances
- Traffic Stop
- Recovered Property

PATROL AREA

The Downtown area is east of US1, between Seaway Drive and Citrus Avenue with extra patrol of the Galleria (Orange / Avenue 2nd Street) and the alleyways between 113 and 121 N 2nd (Kraaz and Kraaz Building and FRLS building).

Map - Calls for service in Downtown area

Nature	Calls
CLOSE PATROL	24
FOOT PATROL	17
SUSPICIOUS PERSON	15
TRAFFIC STOP	12
DISTURBANCE	9
CONDUCT INVESTIGATION	4
FLAGDOWN	2
OPEN DOOR OR WINDOW	2
TRAFFIC RELATED	2
TRESPASSING COMPLAINT	2
BURGLARY	1
DRUNK DRIVER	1
HANG UP	1
NEIGHBOR TROUBLE	1
PHONE MESSAGE	1
RADAR DETAIL	1
RECKLESS DRIVER	1
RECOVERED PROPERTY	1
STOLEN AUTO	1
TRAFFIC ACCIDENT	1
UNKNOWN	1
Total	100

HOURS OF PATROL

Fridays

6:30PM - 2:30AM

Saturdays

8:00AM - 2:00PM

3:00PM - 9:00PM

9:00PM - 3:00AM

Sundays

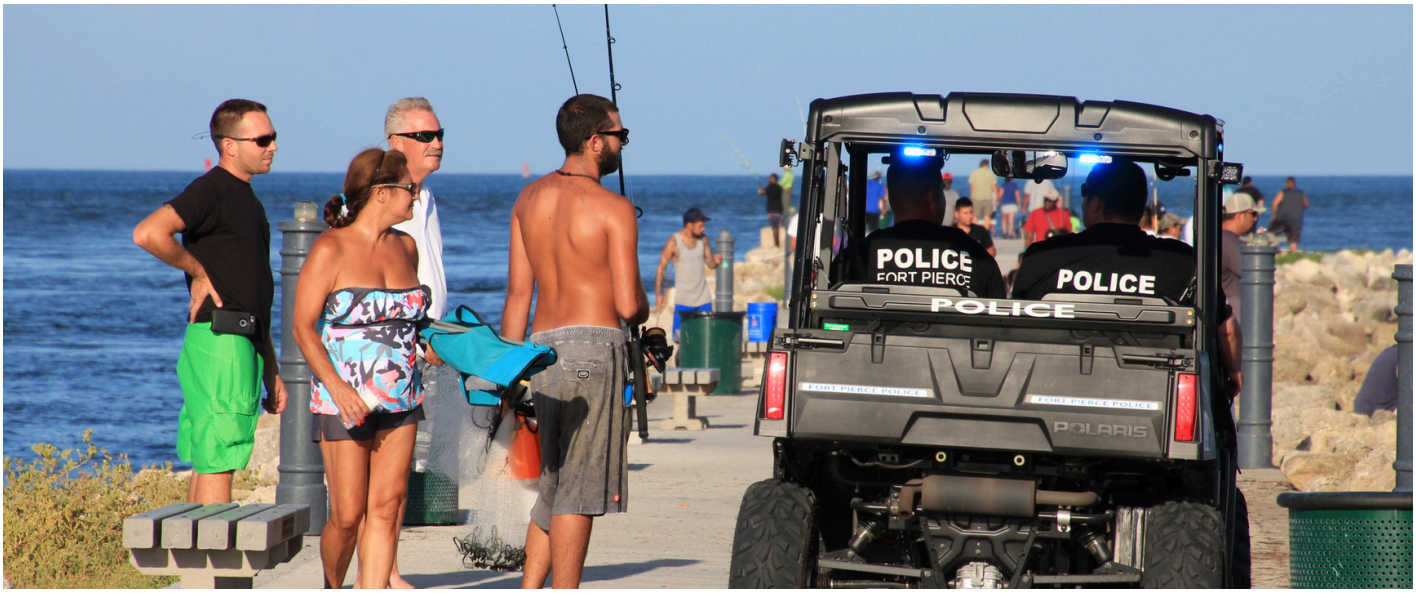
8:00AM - 12:00PM

***Note: Two (2) officers on each shfit.**

***Note** the updates provided in this section are one month behind to allow ample time for data collection and reporting.

COMMUNITY POLICING

JETTY PARK



During the month of June 2025, there were a total of 13 FPRA details working for the Jetty Park area. There were 14 calls for service during the detail times.

During this time, 2 case reports were completed.

- Traffic Stop
- Recovered Property

Table - Calls for service in Jetty Park area

Nature	Calls
CLOSE PATROL	7
DISTURBANCE	1
FOOT PATROL	2
RECOVERED PROPERTY	1
SUSPICIOUS PERSON	1
SUSPICIOUS VEHICLE	1
TRAFFIC STOP	1
Total	14

HOURS OF PATROL

Fridays
7:00PM - 1:00AM

Saturdays
7:00PM - 2:00AM

Sundays
8:00PM - 12:00AM

PATROL AREA

Off-duty officers assigned to patrol Jetty Park and its surrounding areas are responsible for ensuring the safety and security of park visitors, the parking lots, Jetty boardwalk, beach area, and adjacent businesses.

*__Note__ the updates provided in this section are one month behind to allow ample time for data collection and reporting.



CONTACT US

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FPRA
FORT PIERCE
REDEVELOPMENT AGENCY